

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**October 20, 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.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 4 – 43 )

4. Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

**Fiscal Impact**

| From/To | Acct No.         | Description         | Amount     |
|---------|------------------|---------------------|------------|
| From    | 0100-0581-001110 | 911 Comm/Overtime   | \$12,000   |
| From    | 0100-0581-002010 | 911 Comm/FICA       | \$918      |
| From    | 0100-0581-002020 | 911 Comm/Retirement | \$1,747.20 |
| To      | 0100-0587-001110 | Wireless/Overtime   | \$12,000   |
| To      | 0100-0587-002010 | Wireless/FICA       | \$918      |
| To      | 0100-0587-002020 | Wireless/Retirement | \$1,747.20 |

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



### Fiscal Impact

| From/To | Acct No.         | Description                  | Amount |
|---------|------------------|------------------------------|--------|
| From    | 0100.0541.004543 | Repairs to Equipment         | \$900  |
| To      | 0100.0541.004541 | Vehicle Maintenance & Repair | \$900  |

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

### Fiscal Impact

| From/To | Acct No.         | Description              | Amount |
|---------|------------------|--------------------------|--------|
| From    | 0100.0541.004210 | Internet/Email Services  | \$750  |
| To      | 0100.0541.004621 | Copier Rental & Supplies | \$750  |

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
8. Discuss, consider and take appropriate action on approving property tax collections for the month of September 2020 for the Williamson County Tax Assessor/Collector.
9. Discuss, consider, and take appropriate action to approve the County Attorney September 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.
10. Discuss, consider and take appropriate action on the purchase of a Winchester Model 1200 Shotgun by Constable Rick Coffman following his retirement as Williamson County Constable Precinct No. 2 for the fair market value of \$100, in accordance with Texas Government Code, Chapter 614, Subchapter D.
11. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide commercial trash service at the River Ranch Park in the amount of \$499.00 per month for a 12-month term per the quote attached and authorizing execution of the agreement.
12. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mobile Wireless LLC to provide Annual Netmotion Diagnostic Maintenance for FY21 in the amount of \$57,927.00 per the terms of DIR Contract #DIR-TSO-3810 and authorizing execution of the agreement.
13. Discuss, consider and take appropriate action on approving purchase from Knight Security Systems, LLC to provide support for Williamson County buildings in the amount of \$73,587.71 per the terms of DIR Contract #DIR-CPO-4494.

14. Discuss, consider and take appropriate action on approving purchase for Adobe Sign Enterprise from SHI Government Solutions in the amount of \$62,104.00 as per BuyBoard Contract #579-19.
15. Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Support Services contract renewal on DIR Contract #DIR-TSO-3781, for the term of November 1, 2020 – October 31, 2021, with Microsoft Corporation for the amount of \$82,381.
16. Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Immix Technology Inc. for annual Kronos Maintenance, in the amount of \$85,177.04 as per GSA Contract GS-35F-0265X.
17. Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County EMS from Higginbotham Insurance for the annual premium of \$25,709.00.
18. Discuss, consider, and take appropriate action on approving addendum to RFP 13RFP00101 to execute 90-day survivability period and authorizing execution of the addendum.
19. Discuss, consider, and take appropriate action on approving agreement between Lexipol, LLC and Williamson County for Online Subscription Services in the amount of \$6,446.00 and exempting this purchase from the competitive bidding requirement per TLGC Discretionary Exemption for 262.024 (a)(7)(A) and authorizing the execution of the agreement.
20. Discuss, consider and take appropriate action on approving the lease of one (1) Sharp MX-3071 copier to support the operations of Williamson County Sheriff's Office, in the amount of \$184.84 per month per terms of DIR Contract #DIR-CPO-4433.
21. Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for two (2) copiers in the amount of \$143.00 per month and \$210.12 per month for the County Attorney's Office, pursuant to DIR Contract #DIR-CPO-4433.
22. Discuss, consider and take appropriate action on approving a blanket purchase order for microfilm and storage to the Texas State Library Commission in the amount of \$95,000.
23. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #21 in the amount of \$4,511.00. This change order is being funded by owner's contingency from within the original project budget.

24. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #22 in the amount of \$781.00. This change order is being funded by owner's contingency from within the original project budget.
25. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #23 in the amount of \$5,766.00. This change order is being funded by owner's contingency from within the original project budget.
26. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #24 in the amount of \$4,124.00. This change order is being funded by owner's contingency from within the original project budget.
27. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #25 in the amount of \$4,763.00. This change order is being funded by owner's contingency from within the original project budget.
28. Discuss, consider and take appropriate action on approving Work Authorization No. 3 for the Expo Center West Arena Parking (P562) in the amount of \$17,000.00 to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. dated May 5, 2020.
29. Discuss, consider and take appropriate action on approving Supplemental Work Authorization No. 2 to Work Authorization No. 2 for the River Ranch County Park Ph I Improvements (P315) for a time extension only to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Raba Kistner Consultants, Inc. effective December 4, 2018.
30. Discuss, consider, and take appropriate action on accepting a report on the Williamson County North Campus Facilities Project (P324); Vaughn Construction Change Order #74 in the amount of \$12,898.00. This change order is being funded by owner's contingency from within the original project budget.
31. Discuss, consider and take appropriate action on approving Supplemental Work Authorization No. 2 to Work Authorization No. 2 for the Williamson County Expo Concessions (P475) for a time extension only to expire on December 31st, 2020, under Williamson County Contract for Engineering Services between Williamson County and Allilance Engineering Group, Inc. effective September 17th, 2019.
32. Discuss, consider and take appropriate action on approving the 2<sup>nd</sup> Amendment to Supplemental Agreement No. 2 with Populous, Inc., under Williamson County Agreement for Architectural and Engineering Services between Williamson County and Populous, Inc. effective January 16, 2015. A/E is providing additional part-time construction observation for October, November and December, 2020, for a Not-to-Exceed amount of \$10,000 and for Additional Civil Engineer Professional

Services for a Lump Sum of \$5,000. This scope will be funded through project contingencies for P474 and P475.

33. Discuss, consider, and take appropriate action on ratifying the agreement with Texas Cutting & Coring, L.P. and Williamson County for the Drop Box Wall Opening at the Tax Office in the amount of \$1,980.00 and authorizing execution of the agreement.
34. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Materials Testing and Geotechnical Testing for Williamson County under RFQ T2086.
35. Discuss, consider and take appropriate action on authorizing the extension of Asphalt Mixes Contract 1809-262, renewal period 2, covering the term of 11/3/2020 – 11/2/2021, for the same pricing, terms and conditions as the existing contract with Industrial Asphalt, LLC.
36. Discuss, consider and take appropriate action on authorizing the renewal of Williamson County Pollution Liability Insurance AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company, for the term of 12/18/20 – 12/18/21.
37. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$62,287.40 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for South San Gabriel Ranches Subdivision (Aqua Water). Funding source: P489.
38. Discuss, consider and take appropriate action on approving purchase of one (1) 2021 Ford F-450 Regular Cab Bucket Truck in the amount of \$91,818.50 including a one-time administrative fee of \$300 from Silsbee Ford, as per GoodBuy Contract #20-8F000 and authorizing signature of the quote.
39. Discuss, consider and take appropriate action on authorizing the extension of Bulk Fuel for Williamson County Contract 1807-245, renewal option period 2, for the term of December 1, 2020 – November 30, 2021, for the same pricing, terms and conditions as the existing contract with Petroleum Traders Corporation.
40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hairy Man Road / Brushy Creek Road Improvements under IFB T2232 . Funding source: Project P284.
41. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Crushed Granite Base under IFB #T2164.
42. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement under IFB #T2240.

43. Discuss, consider and take appropriate action on approval of the final plat for Coupland Crossing subdivision – Precinct 4.

## **REGULAR AGENDA**

44. Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.
45. Discuss, consider and take appropriate action on resolution recognizing the month of October as "Breast Cancer Awareness Month".
46. Discuss, consider and take appropriate action on presentation on breast cancer and allocation of HUD CDBG CARES funds for breast cancer screening and treatment of other medically deferred healthcare during COVID-19 pandemic.
47. Discuss, consider and take appropriate action on contingency plan for funding of Williamson County Veterans Treatment Court for FY-2020/2021.
48. Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.
49. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.
50. Discuss, consider, and take appropriate action on approving an interlocal agreement between Williamson County and Williamson County and Cities Health District for EMS assistance with National Association of County and City Health Officials grant implementation.
51. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.
52. Discuss, consider and take appropriate action to authorize Williamson County to enter into a contract with Public Agency Training Council (PATC) to host the Investigative Statement Analysis training for the Sheriff's Office. (Funds will be provided by the Cold Case Task Force and Coalition grant previously awarded by the Criminal Justice Division Criminal Justice Program).
53. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Celebration Church to be effective October 20, 2020. (Traffic control and security during various church services).

54. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman in the amount of \$650,000 pursuant to Omnia International Contract #R161501.
55. Discuss, consider and take appropriate action on approving the purchase of seventeen (17) 2020 Chevrolet Tahoes with upfitting from Holiday Chevrolet in the amount of \$876,670 pursuant to Tarrant County Cooperative Contract #'s 2019-014 for the vehicles and 2019-181 for the upfitting.
56. Discuss, consider and take appropriate action on approving purchase for annual support and maintenance for Tyler Technologies Odyssey Judicial and Jail Software in the amount of \$456,237.06 and exempting Tyler Technologies from the competitive bidding or proposal requirements as established by Section 262.024.(a)(7)(A) of the Texas Local Government Code, as the sole provider of same.
57. Discuss, consider and take appropriate action on approving a purchase order for Vemacs, VoteSafe, and BallotBoard annual support/licenses to VOTEC Corporation in the amount of \$114,307.46.
58. Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Time Warner Cable in the amount of \$168,000.00 as per DIR Cooperative Contract #DIR-TSO-4315.
59. Discuss, consider, and take appropriate action on approving a blanket purchase order for ITS for Suddenlink in the amount of \$120,000, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(7)(C).
60. Discuss, consider and take appropriate action on exempting the quote for support, maintenance, and licenses in the amount of \$7,254.25 from Environmental Systems Research Institute, INC (ESRI) from competitive bidding as per 262.024 (a)(7) of the Texas Local Government Code, Discretionary Exemptions and authorize the purchase.
61. Discuss, consider and take appropriate action on approving a purchase proposal for criminal records preservation from Kofile Technologies, Inc. in the amount of \$315,876 pursuant to GSA contract #GS-35F-275AA and authorizing execution of the proposal.
62. 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 expenditures for the County Attorney's Office.

#### Fiscal Impact

| From/To | Acct No.         | Description                    | Amount      |
|---------|------------------|--------------------------------|-------------|
|         | 0100.0475.001927 | Co Atty Legislative Supplement | \$32,140.75 |

|  |                  |                                |             |
|--|------------------|--------------------------------|-------------|
|  | 0100.0475.002010 | FICA                           | \$2,458.77  |
|  | 0100.0475.002020 | Retirement                     | \$4,677.76  |
|  | 0100.0475.004902 | Co Atty Legislative Supplement | \$37,722.72 |

63. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount      |
|---------|------------------|---------------------------|-------------|
|         | 0100.0000.335601 | Co Atty Salary Supplement | \$77,000.00 |

64. 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 Radio Communication System Fund.

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount      |
|---------|------------------|--------------------------|-------------|
|         | 0507.0507.005000 | Capital Outlay > \$5,000 | \$86,175.00 |

65. 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 Radio Communication System Fund.

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount      |
|---------|------------------|---------------------------|-------------|
|         | 0507.0507.004545 | 800 MHZ Tower Maintenance | \$22,950.00 |

66. Discuss, consider, and take appropriate action on approving a 2018 Capital Improvement Program budget transfer to move \$437,488.23 from Justice Center Back Up Server Room (P469) to Justice Center Remodel (P515).
67. Discuss, consider and take appropriate action on authorizing a blanket purchase order for EMS to Fuelman in the amount of \$175,000.00 as per Omnia Partners Cooperative Contract #R5127.
68. Discuss, consider and take appropriate action on rejecting proposals submitted on RFP T1173 Billing Services for the EMS Department and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP T2147.

69. Discuss, consider and take appropriate action on exempting FirstWatch from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for real-time situational awareness, dash boarding, data analysis software system to analyze CAD, ePCR, ProQA, and 9-1-1 telephone data for the Williamson County and authorize the purchase.
70. Discuss, consider and take appropriate action on approving the Pricing Proposal between Williamson County and Siddon-Martins Emergency Group LLC to purchase four (4) Ford F-450 Type 1 Ambulances in the total amount of \$954,224.00 per HGAC Contract #AM10-20(EMS), and authorizing the purchase.
71. Discuss, consider and take appropriate action on approving the purchase of que management software maintenance and support from Nemo-Q in the amount of \$10,592 and exempting from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement components for equipment.
72. Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Orion Software Maintenance and Support in the amount of \$91,440 and exempting Tyler Technologies, Inc. from the competitive bidding requires per Texas Local Government Code, Section 262.024 (a)(7)(A) discretionary exemption for an item that can be obtained from only one source because of the existence of patents, copyrights, secret processes or monopolies.
73. Receive updates on the Department of Infrastructure projects and issues.
74. Receive the October 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
75. Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$105,000 from 2013 Road Non-Departmental (P290) to Seward Junction Southwest (P274) of \$75,000, Inner Loop Safety Improvements (P251) of \$5,000 and CR 101 Phase I (P269) of \$25,000. Also, to move \$750,000 from North Mays Extension (P224) to University Blvd Expansion – Round Rock ILA (P327). Also, to move \$825,000 from Bagdad Road @ CR 278 (P438) to Seward Junction Southeast (P271). Also, to move \$100,000 from CR 119 (P214) to CR 110 Middle Phase 2 (P261). Also, to move \$150,000 from SH 130 Frontage Road (P302) to CR 110 Middle Phase 2 (P261).
76. Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner M2-106 Chassis Truck w/Chipper body in the amount of \$102,129.00, one (1) 2021 Freightliner M2-106 Chassis Truck w/7-8 Yd dump body in the amount of \$91,640.00, one (1) 2021 Freightliner M2-112 Chassis Truck w/ 12-14 Yd dump body in the amount of \$128,903.00 and one (1) 2021 Freightliner M2-112 Tractor in the amount \$108,233.00 for the total amount of \$430,905.00 that includes TIPS fee, from Freightliner of Austin, as per TIPS Contract #200-206.



77. Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner 114SD Chassis Truck w/4k gallon water tank in the amount of \$168,885.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #601-19.
78. Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Etnyre Self Propelled Chip Spreader in the amount of \$341,623.00, as per BuyBoard Contract #597-19.
79. Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment for one (1) RC5715 Land Pride Heavy Duty Cutter (LP2022) in the amount of \$41,428.08, two (2) M5-111HDC12--1 Tractors, in the amount of \$60,056.74 each, for a grand total amount of \$161,541.56 to include \$400 Buyboard fee, from Ewald Kubota, INC pursuant to BuyBoard Contract #611-20.
80. Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Holt Cat for one (1) 2021 Caterpillar Backhoe Loader 416F in the amount of \$125,628.00 to include warranty and one (1) 2021 Caterpillar 926M Wheel Loader in the amount of \$189,563.00 to include warranty for a total amount of \$315,191.00 pursuant to Sourcewell Contract #032119-CAT.
81. Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Kinloch Equipment & Supply Inc. for two (2) 2021 Elgin Street Sweepers Crosswind 1 for \$279,955 each, in the total amount of \$559,910.00 pursuant to Sourcewell Contract #122017-FSC.
82. Discuss, consider and take appropriate action on approving a blanket purchase order for tires to Youngblood Automotive in the amount of \$250,000.
83. Discuss, consider and take appropriate action on approving a blanket purchase order for parts to Don Hewlett Chevrolet, Buick Inc. in the amount of \$125,000.
84. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.744 acres) required for the construction of the Southeast Loop Project, and take appropriate action. (Brian N. Brown).
85. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses from Rhina Palazuelos on the Southeast Loop project (Parcel 13). Funding Source: Road Bonds P463
86. Discuss, consider and take appropriate action on 2 Claims for Fixed Moving Expense Payments on the Southeast Loop project (Parcel 14). Funding Source: Road Bonds P463
87. Discuss, consider and take appropriate action on a Real Estate Contract with Anton George Kroschewsky for right of way needed on the CR 366 project (Parcel 18). Funding Source: Road Bonds P296

88. Discuss, consider and take appropriate action on a Real Estate Contract with D&L Land Development, LLC for right of way needed on the CR 366 project (Parcel 7). Funding Source: Road Bonds P296
89. Discuss, consider and take appropriate action on a Real Estate Contract with Edward B. and Rebecca R. Roha for right of way needed on the Sam Bass Road project (Parcel 16). Funding Source: Road Bonds P462
90. Discuss, consider and take appropriate action on a Real Estate Contract with Marilyn C. LeBlanc a/k/a Marilyn Carlson LeBlanc for right of way needed on the Sam Bass Road project (Parcel 11). Funding Source: Road Bonds P462
91. Discuss, consider and take appropriate action on a Real Estate Contract with Wilco Land Investments I, LLC, Wilco Land Investments II, LLC and Wilco Land Investments III, LLC for right of way needed on the SH 29 Corridor project. Funding Source: Road Bonds P457
92. Discuss, consider and take appropriate action on a Santa Rita Boulevard East Phasing Agreement with Santa Rita KC, LLC.
93. Discuss, consider and take appropriate action on a Braun Parkway Phasing Agreement with Santa Rita KC, LLC and the Liberty Hill Independent School District.

#### **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)."***

94. 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: O'Connor Signal Project
    - d) Discuss the acquisition of real property: CR 278
    - 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 CR 366.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- 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/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- 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
- y) Discuss the acquisition of the MKT Right of Way
- 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

**95.** 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
- k) Project Liberty
- l) Project Long Haul
- m) Project Bon Jovi
- n) Project Crystal

**96.** 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. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
- f) 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.
- g) 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
- h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- 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.
- j) 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.
- k) 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
- l) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- m) 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.
- n) Claim of Regina Wright.
- o) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- p) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- q) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United

States District Court for the Western District of Texas, Austin Division.

r) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

s) Legal matters relating to Javier Ambler.

t) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.

u) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.

v) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

w) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

x) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.

y) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.

- 97.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

#### REGULAR AGENDA (continued)

- 98.** Discuss and take appropriate action concerning economic development.
- 99.** Discuss and take appropriate action concerning real estate.
- 100.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
  - f) 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.
  - g) 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

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

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.

j) 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.

k) 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

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

m) 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.

n) Claim of Regina Wright.

o) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

p) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

q) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

r) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

s) Legal matters relating to Javier Ambler.

t) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.

u) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.

v) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.

w) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.

x) Cause No. 3SC-20-0114; City Of Leander, by and through Texas Municipal League Intergovernmental Risk Pool As Subrogee, v. Williamson County; In The Justice Court Precinct 3 of Williamson County, Texas.

y) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.

- 101.** 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.

**102.** Comments from Commissioners.

---

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 16th day of October 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 10/20/2020

Line Item Transfer

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

**Background**

When FY 21 budgets were submitted in May, the Wireless and 911 Communication budgets were consolidated. Upon recommendation release, the Auditor's Office requested these budgets not be combined. A spreadsheet was sent to the Budget Office indicating how much money to move out of 911 Communications and back to Wireless. This item was inadvertently left off the spreadsheet. The line item transfer will correct it.

---

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>  | <b>Amount</b> |
|----------------|------------------|---------------------|---------------|
| From           | 0100-0581-001110 | 911 Comm/Overtime   | \$12,000      |
| From           | 0100-0581-002010 | 911 Comm/FICA       | \$918         |
| From           | 0100-0581-002020 | 911 Comm/Retirement | \$1,747.20    |
| To             | 0100-0587-001110 | Wireless/Overtime   | \$12,000      |
| To             | 0100-0587-002010 | Wireless/FICA       | \$918         |
| To             | 0100-0587-002020 | Wireless/Retirement | \$1,747.20    |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/06/2020

**Reviewed By**

Andrea Schiele

**Date**

10/06/2020 12:02 PM

Started On: 10/06/2020 11:39 AM



**Commissioners Court - Regular Session****5.****Meeting Date:** 10/20/2020

Line item transfer for Emergency Management

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This transfer is necessary for repairs to the command bus.

---

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount |
|---------|------------------|------------------------------|--------|
| From    | 0100.0541.004543 | Repairs to Equipment         | \$900  |
| To      | 0100.0541.004541 | Vehicle Maintenance & Repair | \$900  |

---

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

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Shoe

Final Approval Date: 10/13/2020

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

10/12/2020 04:32 PM

10/13/2020 08:28 AM

Started On: 10/12/2020 04:04 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 10/20/2020

Line item transfer for Emergency Management

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

This transfer is necessary for a copier rental.

---

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount |
|---------|------------------|--------------------------|--------|
| From    | 0100.0541.004210 | Internet/Email Services  | \$750  |
| To      | 0100.0541.004621 | Copier Rental & Supplies | \$750  |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Shoe

Final Approval Date: 10/13/2020

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

10/12/2020 04:32 PM

10/13/2020 08:31 AM

Started On: 10/12/2020 04:21 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 10/20/2020

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

See attached documentation for details.

---

**Fiscal Impact**

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

**Attachments**

Merit Report

Merit LIT

---

**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 10/15/2020

**Reviewed By**

Rebecca Clemons

Andrea Schiele

**Date**

10/15/2020 08:42 AM

10/15/2020 09:24 AM

Started On: 10/15/2020 08:34 AM

| Department          | Position                               | Emp Num | Current Annual Salary | Merit% | Lumpsum Merit | Pay Proposal Reason | Effective Date of Change |
|---------------------|--|---------|-----------------------|--------|---------------|---------------------|--------------------------|
| Budget Office       | Budget Ofcr.0222.001100.               | 4765    | \$ 139,928.62         | 2.00%  | \$ 2,798.64   | MERIT               | 16-Oct-20                |
| Commissioners Court | General Counsel.0717.001100.           | 10733   | \$ 135,179.20         | 2.00%  | \$ 2,703.48   | MERIT               | 16-Oct-20                |
| Commissioners Court | Public Affairs Mgr.0720.001100.        | 10138   | \$ 85,186.14          | 2.00%  | \$ 1,703.78   | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0336.001100.             | 14273   | \$ 30,607.08          | 2.00%  | \$ 612.14     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0323.001100.             | 5734    | \$ 39,635.15          | 2.00%  | \$ 792.70     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0335.001100.             | 10846   | \$ 38,296.42          | 5.00%  | \$ 1,914.82   | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0321.001100.             | 14321   | \$ 30,607.08          | 1.00%  | \$ 306.07     | MERIT               | 16-Oct-20                |
| Corrections         | Office Spec Sr Jail.0589.001100.       | 14851   | \$ 38,807.81          | 1.50%  | \$ 582.12     | MERIT               | 16-Oct-20                |
| Corrections         | Office Spec Sr Jail.0590.001100.       | 12681   | \$ 41,040.23          | 2.25%  | \$ 923.41     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0322.001100.             | 10606   | \$ 36,472.80          | 1.50%  | \$ 547.09     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0319.001100.             | 14150   | \$ 30,607.08          | 1.50%  | \$ 459.11     | MERIT               | 16-Oct-20                |
| Corrections         | Office Coord I Jail.0586.001100.       | 14917   | \$ 40,815.26          | 2.00%  | \$ 816.31     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0331.001100.             | 12090   | \$ 36,126.17          | 1.00%  | \$ 361.26     | MERIT               | 16-Oct-20                |
| Corrections         | Assistant Chief Deputy CO.0338.001100. | 5921    | \$ 126,386.26         | 5.00%  | \$ 6,319.31   | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0330.001100.             | 5729    | \$ 39,635.15          | 2.25%  | \$ 891.79     | MERIT               | 16-Oct-20                |
| Corrections         | Office Adm Jail.0583.001100.           | 10230   | \$ 53,961.63          | 5.00%  | \$ 2,698.08   | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0337.001100.             | 13616   | \$ 30,607.08          | 1.50%  | \$ 459.11     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0333.001100.             | 15422   | \$ 28,017.60          | 0.50%  | \$ 140.09     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0329.001100.             | 15289   | \$ 28,017.60          | 1.00%  | \$ 280.18     | MERIT               | 16-Oct-20                |
| Corrections         | Educational Coordinator.1938.001100.   | 14070   | \$ 53,279.72          | 2.00%  | \$ 1,065.59   | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0317.001100.             | 11947   | \$ 37,380.78          | 2.00%  | \$ 747.62     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0325.001100.             | 13598   | \$ 31,828.41          | 1.00%  | \$ 318.28     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0327.001100.             | 12602   | \$ 36,126.19          | 1.50%  | \$ 541.89     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0316.001100.             | 11026   | \$ 38,668.22          | 1.50%  | \$ 580.02     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0328.001100.             | 15065   | \$ 28,858.13          | 1.00%  | \$ 288.58     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0315.001100.             | 10885   | \$ 38,668.24          | 1.50%  | \$ 580.02     | MERIT               | 16-Oct-20                |
| Corrections         | Adm Tech Jail.0326.001100.             | 11772   | \$ 37,743.74          | 2.00%  | \$ 754.87     | MERIT               | 16-Oct-20                |
| Corrections         | Office Spec Sr Jail.0314.001100.       | 14566   | \$ 32,473.21          | 1.50%  | \$ 487.10     | MERIT               | 16-Oct-20                |
| Corrections         | Office Spec Sr Jail.0588.001100.       | 15378   | \$ 37,336.00          | 0.50%  | \$ 186.68     | MERIT               | 16-Oct-20                |
| County Attorney     | CA Legal Asst II.0020.001100.          | 14529   | \$ 45,698.27          | 2.00%  | \$ 913.97     | MERIT               | 13-Nov-20                |
| County Attorney     | CA Legal Asst II.0022.001100.          | 13657   | \$ 45,595.01          | 2.00%  | \$ 911.90     | MERIT               | 13-Nov-20                |

|                          |  |       |               |       |             |       |           |
|--------------------------|--|-------|---------------|-------|-------------|-------|-----------|
| County Attorney          | CA Chief Legal Assistant.1631.001100.    | 14733 | \$ 44,492.24  | 2.00% | \$ 889.84   | MERIT | 13-Nov-20 |
| County Attorney          | CA Civil Attorney.1721.001100.           | 15423 | \$ 89,594.44  | 2.00% | \$ 1,791.89 | MERIT | 13-Nov-20 |
| Emergency Services Dept. | Sr Dir of Emerg Serv.0904.001100.        | 14724 | \$ 162,884.80 | 2.00% | \$ 3,257.80 | MERIT | 16-Oct-20 |
| Information Systems      | Sr Dir of Technology Serv.0959.001100.   | 4372  | \$ 169,726.44 | 2.00% | \$ 3,394.56 | MERIT | 16-Oct-20 |
| Information Systems      | System Administrator II.0956.001100.Y    | 11933 | \$ 64,267.32  | 0.70% | \$ 449.87   | MERIT | 16-Oct-20 |
| Information Systems      | Analyst I.1810.001100.Y                  | 14537 | \$ 65,552.76  | 0.30% | \$ 196.66   | MERIT | 16-Oct-20 |
| Information Systems      | IT Director II.0954.001100.              | 4732  | \$ 123,355.96 | 0.30% | \$ 370.07   | MERIT | 16-Oct-20 |
| Parks                    | Sr Dir Parks and Venues.1210.001100.     | 15094 | \$ 122,000.06 | 2.00% | \$ 2,440.10 | MERIT | 16-Oct-20 |
| Purchasing               | Purchasing Specialist II.1696.001100.    | 14908 | \$ 43,284.88  | 2.00% | \$ 865.70   | MERIT | 16-Oct-20 |
| Purchasing               | Deputy Purchasing Agent.1214.001100.     | 10956 | \$ 89,252.80  | 2.00% | \$ 1,785.06 | MERIT | 16-Oct-20 |
| Purchasing               | Purchasing Specialist III.1805.001100.   | 14126 | \$ 46,104.34  | 2.00% | \$ 922.09   | MERIT | 16-Oct-20 |
| Purchasing               | Sr Purchasing Coordinator.1219.001100.   | 12079 | \$ 67,650.96  | 2.00% | \$ 1,353.02 | MERIT | 16-Oct-20 |
| Purchasing               | Contracts Specialist.1701.001100.        | 14104 | \$ 55,106.52  | 2.00% | \$ 1,102.13 | MERIT | 16-Oct-20 |
| Purchasing               | Purchasing Specialist III.1213.001100.   | 15030 | \$ 44,116.80  | 4.00% | \$ 1,764.67 | MERIT | 16-Oct-20 |
| Purchasing               | Purchasing Specialist II.1216.001100.    | 14915 | \$ 42,032.18  | 2.00% | \$ 840.64   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Administrative Services Mgr.1421.001100. | 14251 | \$ 98,787.26  | 4.50% | \$ 4,445.43 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Financial Manager.1223.001100.Y          | 15057 | \$ 69,585.88  | 1.75% | \$ 1,217.75 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Office Admin SO.1392.001100.             | 13364 | \$ 44,831.57  | 5.00% | \$ 2,241.58 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Office Coordinator SR.1419.001100.       | 14354 | \$ 56,789.20  | 1.50% | \$ 851.84   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Adm Tech S O.1227.001100.                | 15340 | \$ 29,411.20  | 1.00% | \$ 294.11   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Media / Evidence Tech - CID.1731.001100. | 14420 | \$ 45,328.07  | 5.00% | \$ 2,266.40 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Crime Analyst.1249.001100.               | 11520 | \$ 65,963.75  | 1.50% | \$ 989.46   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Training Coord SO.1422.001100.           | 4309  | \$ 47,709.29  | 5.00% | \$ 2,385.46 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Office Spec Sr SO.1393.001100.           | 12849 | \$ 41,085.55  | 1.00% | \$ 410.86   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Office Spec Sr SO.1395.001100.           | 14789 | \$ 35,720.51  | 1.00% | \$ 357.21   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Evidence Tech SO.1376.001100.            | 10979 | \$ 54,022.36  | 2.00% | \$ 1,080.45 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Computer Forensics Analyst.1307.001100.  | 14828 | \$ 84,024.87  | 1.00% | \$ 840.25   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Animal Control Spec.1240.001100.         | 15107 | \$ 30,908.80  | 0.50% | \$ 154.54   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Adm Spec S O.1224.001100.                | 13198 | \$ 36,761.80  | 2.00% | \$ 735.24   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Evidence Tech SO.1935.001100.            | 13366 | \$ 39,554.05  | 2.00% | \$ 791.08   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Public Information Officer.1396.001100.  | 14140 | \$ 59,950.02  | 5.00% | \$ 2,997.50 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Crime Analyst.1228.001100.               | 13428 | \$ 56,805.84  | 2.25% | \$ 1,278.13 | MERIT | 16-Oct-20 |
| Sheriff's Office         | Adm Tech S O.1230.001100.                | 15341 | \$ 29,411.20  | 0.50% | \$ 147.06   | MERIT | 16-Oct-20 |
| Sheriff's Office         | Animal Control Spec.1239.001100.         | 15406 | \$ 30,911.71  | 0.50% | \$ 154.56   | MERIT | 16-Oct-20 |

|                      |  |       |              |       |             |       |           |
|----------------------|--|-------|--------------|-------|-------------|-------|-----------|
| Sheriff's Office     | Crime Analyst.1817.001100.               | 14778 | \$ 55,161.60 | 2.25% | \$ 1,241.14 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Terminal Agency Coordinator.1637.001100. | 4978  | \$ 60,291.09 | 2.00% | \$ 1,205.82 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1236.001100.                | 12769 | \$ 35,090.68 | 1.00% | \$ 350.91   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Spec Sr SO.1394.001100.           | 12422 | \$ 44,616.69 | 4.00% | \$ 1,784.67 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Animal Control Spec.1238.001100.         | 14894 | \$ 30,911.71 | 2.00% | \$ 618.23   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Sex Offender Registrar.1417.001100.      | 14180 | \$ 48,939.65 | 1.00% | \$ 489.40   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Crime Scene Supervisor.1248.001100.      | 4491  | \$ 73,479.22 | 5.00% | \$ 3,673.96 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Spec Sr SO.1397.001100.           | 14422 | \$ 37,620.92 | 1.75% | \$ 658.37   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Adm SO.1387.001100.               | 12236 | \$ 51,072.20 | 1.50% | \$ 766.08   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1233.001100.Y               | 14823 | \$ 28,572.52 | 1.00% | \$ 285.73   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1234.001100.                | 13902 | \$ 30,609.97 | 2.00% | \$ 612.20   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1232.001100.                | 5248  | \$ 40,561.54 | 2.00% | \$ 811.23   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1229.001100.                | 4631  | \$ 40,561.54 | 2.00% | \$ 811.23   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Spec Sr SO.1390.001100.           | 13903 | \$ 34,798.67 | 1.00% | \$ 347.99   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Adm SO.1388.001100.               | 10761 | \$ 56,163.37 | 2.00% | \$ 1,123.27 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Spec Sr OPC.1391.001100.          | 15381 | \$ 37,336.00 | 0.50% | \$ 186.68   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1225.001100.                | 14473 | \$ 30,601.19 | 2.00% | \$ 612.02   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Victim Assistance Dir SO.1425.001100.    | 14705 | \$ 52,693.42 | 2.00% | \$ 1,053.87 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Sr Office Adm SO.1389.001100.            | 12945 | \$ 63,847.16 | 5.00% | \$ 3,192.36 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Cr Scene Spec.1247.001100.               | 5401  | \$ 66,557.77 | 2.00% | \$ 1,331.16 | MERIT | 16-Oct-20 |
| Sheriff's Office     | SO AP Clerk.1420.001100.                 | 5579  | \$ 50,497.84 | 1.50% | \$ 757.47   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Cr Scene Spec.1377.001100.               | 5103  | \$ 66,474.03 | 2.00% | \$ 1,329.48 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1226.001100.                | 12010 | \$ 37,017.86 | 2.00% | \$ 740.36   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Office Specialist SR.0068.001100.        | 14435 | \$ 37,259.19 | 1.75% | \$ 652.04   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Victim Asst Caseworker.1424.001100.      | 15211 | \$ 43,284.80 | 1.75% | \$ 757.48   | MERIT | 16-Oct-20 |
| Sheriff's Office     | PT Admin Tech.9924.001101.               | 15291 | \$ 28,012.28 | 0.50% | \$ 140.06   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Victim Assist Vol Coord.1423.001100.     | 14198 | \$ 45,007.56 | 1.75% | \$ 787.63   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Adm Tech S O.1231.001100.                | 12057 | \$ 40,561.54 | 2.00% | \$ 811.23   | MERIT | 16-Oct-20 |
| Sheriff's Office     | Paralegal SO.1398.001100.                | 4583  | \$ 69,932.43 | 5.00% | \$ 3,496.62 | MERIT | 16-Oct-20 |
| Sheriff's Office     | Fleet Mgr SO.1378.001100.                | 14707 | \$ 57,339.80 | 2.00% | \$ 1,146.80 | MERIT | 16-Oct-20 |
| Unified Road Systems | Engineer Assistant.1590.001100.          | 15461 | \$ 64,392.90 | 0.78% | \$ 500.00   | MERIT | 11-Dec-20 |
| Unified Road Systems | Engineer Assistant.1608.001100.          | 15436 | \$ 64,392.90 | 0.78% | \$ 500.00   | MERIT | 13-Nov-20 |
| Unified Road Systems | Engineer Assistant.1494.001100.          | 15437 | \$ 64,392.90 | 0.78% | \$ 500.00   | MERIT | 13-Nov-20 |
| Unified Road Systems | Operator II.1621.001100.                 | 14842 | \$ 41,539.26 | 1.93% | \$ 800.00   | MERIT | 27-Nov-20 |

|                      |                         |       |              |       |           |       |           |
|----------------------|-------------------------|-------|--------------|-------|-----------|-------|-----------|
| Unified Road Systems | Operator I.1514.001100. | 15442 | \$ 36,899.99 | 0.81% | \$ 300.00 | MERIT | 13-Nov-20 |
|----------------------|-------------------------|-------|--------------|-------|-----------|-------|-----------|

|        |      |      |        | (TO)     | (FROM)   |
|--------|------|------|--------|----------|----------|
| entity | fund | dept | object | dr       | cr       |
| 01     | 0100 | 0576 | 001100 |          | 1493.23  |
| 01     | 0100 | 0576 | 001130 | 1493.23  |          |
| 01     | 0100 | 0571 | 001100 |          | 399.19   |
| 01     | 0100 | 0571 | 001130 | 399.19   |          |
| 01     | 0571 | 0571 | 001101 | 399.19   |          |
| 01     | 0571 | 0571 | 001130 |          | 399.19   |
| 01     | 0545 | 0545 | 001100 |          | 1601.44  |
| 01     | 0545 | 0545 | 001101 | 1601.44  |          |
| 01     | 0100 | 0495 | 001100 |          | 568.05   |
| 01     | 0100 | 0495 | 001101 | 568.05   |          |
| 01     | 0100 | 0453 | 001100 |          | 649.48   |
| 01     | 0100 | 0453 | 001130 | 649.48   |          |
| 01     | 0100 | 0591 | 001100 |          | 3164.34  |
| 01     | 0100 | 0591 | 001130 | 3164.34  |          |
| 01     | 0200 | 0210 | 001100 |          | 999.98   |
| 01     | 0200 | 0210 | 001101 | 999.98   |          |
| 01     | 0100 | 0576 | 001100 | 3541.24  |          |
| 01     | 0100 | 0576 | 001130 |          | 3541.24  |
| 01     | 0508 | 0508 | 001100 |          | 711.42   |
| 01     | 0508 | 0508 | 001130 | 711.42   |          |
| 01     | 0382 | 0382 | 001100 |          | 502.1    |
| 01     | 0382 | 0382 | 001130 | 502.1    |          |
| 01     | 0100 | 0576 | 001100 |          | 492.25   |
| 01     | 0100 | 0576 | 001101 | 492.25   |          |
|        |      |      |        |          |          |
| 01     | 0100 | 0491 | 001100 | 2,798.64 |          |
| 01     | 0100 | 0491 | 002010 | 214.10   |          |
| 01     | 0100 | 0491 | 002020 | 407.48   |          |
| 01     | 0100 | 8001 | 001130 |          | 2,798.64 |
| 01     | 0100 | 8001 | 002010 |          | 214.10   |
| 01     | 0100 | 8001 | 002020 |          | 407.48   |
| 01     | 0100 | 0401 | 001100 | 4,407.26 |          |
| 01     | 0100 | 0401 | 002010 | 337.16   |          |
| 01     | 0100 | 0401 | 002020 | 641.70   |          |
| 01     | 0100 | 8001 | 001130 |          | 4,407.26 |
| 01     | 0100 | 8001 | 002010 |          | 337.16   |
| 01     | 0100 | 8001 | 002020 |          | 641.70   |
| 01     | 0100 | 0583 | 001100 | 3,257.80 |          |
| 01     | 0100 | 0583 | 002010 | 249.22   |          |
| 01     | 0100 | 0583 | 002020 | 474.34   |          |
| 01     | 0100 | 8001 | 001130 |          | 3,257.80 |
| 01     | 0100 | 8001 | 002010 |          | 249.22   |
| 01     | 0100 | 8001 | 002020 |          | 474.34   |
| 01     | 0100 | 0503 | 001100 | 3,394.56 |          |

Reverse Merit PCN 1260

Reverse Merit PCN 1260

Correction to LIT approved 9.29.20

Correction to LIT approved 9.29.20

Correct Fund

Correct Fund

Correct PT LIT

Correct PT LIT

Correct PT LIT

Correct PT LIT

Correct Merit Budget - new PCN

Correct Merit Budget - new PCN

Correct Merit Budget - new PCN

Correct Merit Budget - new PCN

Correct PT LIT

Correct PT LIT

PCN 1168 merit

PCN 1168 merit

PCN 1728 merit reduction

PCN 1728 merit reduction

Grant not yet renewed

Grant not yet renewed

Correct PT LIT

Correct PT LIT



|    |      |      |        |           |           |
|----|------|------|--------|-----------|-----------|
| 01 | 0100 | 0503 | 002010 | 259.68    |           |
| 01 | 0100 | 0503 | 002020 | 494.25    |           |
| 01 | 0100 | 8001 | 001130 |           | 3,394.56  |
| 01 | 0100 | 8001 | 002010 |           | 259.68    |
| 01 | 0100 | 8001 | 002020 |           | 494.25    |
| 01 | 0100 | 0510 | 001100 | 2,440.10  |           |
| 01 | 0100 | 0510 | 002010 | 186.67    |           |
| 01 | 0100 | 0510 | 002020 | 355.28    |           |
| 01 | 0100 | 8001 | 001130 |           | 2,440.10  |
| 01 | 0100 | 8001 | 002010 |           | 186.67    |
| 01 | 0100 | 8001 | 002020 |           | 355.28    |
| 01 | 0100 | 0475 | 001100 | 4,507.60  |           |
| 01 | 0100 | 0475 | 001130 |           | 4,507.60  |
| 01 | 0100 | 0494 | 001100 | 8,633.31  |           |
| 01 | 0100 | 0494 | 001130 |           | 8,633.31  |
| 01 | 0200 | 0210 | 001100 | 2,600.00  |           |
| 01 | 0200 | 0210 | 001130 |           | 2,600.00  |
| 01 | 0100 | 0560 | 001100 | 55,274.34 |           |
| 01 | 0100 | 0560 | 001101 | 140.06    |           |
| 01 | 0100 | 0560 | 002010 | 4,239.20  |           |
| 01 | 0100 | 0560 | 002020 | 8,068.34  |           |
| 01 | 0100 | 8003 | 001130 |           | 55,414.40 |
| 01 | 0100 | 8003 | 002010 |           | 4,239.20  |
| 01 | 0100 | 8003 | 002020 |           | 8,068.34  |
| 01 | 0100 | 0570 | 001100 | 23,654.24 |           |
| 01 | 0100 | 0570 | 002010 | 1,809.55  |           |
| 01 | 0100 | 0570 | 002020 | 3,444.06  |           |
| 01 | 0100 | 8003 | 001130 |           | 23,654.24 |
| 01 | 0100 | 8003 | 002010 |           | 1,809.55  |
| 01 | 0100 | 8003 | 002020 |           | 3,444.06  |

**Commissioners Court - Regular Session****8.****Meeting Date:** 10/20/2020

Property Tax Collections - September 2020

**Submitted For:** Larry Gaddes**Submitted By:** Cathy Atkinson, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of September 2020 for the Williamson County Tax Assessor/Collector.

**Background**

---

**Fiscal Impact**

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

**Attachments**

090120-093020 GWI-RFM

090120-093020 GWI-RFM Graph

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 10/08/2020

**Reviewed By**

Andrea Schiele

**Date**

10/08/2020 11:40 AM

Started On: 10/08/2020 11:16 AM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**September 1-30, 2020**

| <b>Williamson<br/>County<br/>General Fund</b> | Tax Roll                | Adjustments           | Adjusted Tax Roll       | Current Tax<br>Collected | Penalty & Interest<br>Collected | Variance          | Uncollected<br>Balance | YTD Collected           | YTD<br>Percent<br>Collected | YTD<br>Percent<br>Collected<br>w/P & I | YTD Percent<br>Collected w/P<br>& I & Prior<br>Years |
|---|-------------------------|-----------------------|-------------------------|--------------------------|---------------------------------|-------------------|------------------------|-------------------------|-----------------------------|--|--|
| 2019  | \$288,080,730.50        | (\$260,011.81)        | \$287,820,718.69        | \$166,011.33             | \$34,483.48                     | \$3,400.90        | \$1,051,403.50         | \$286,769,315.19        | 99.63%                      | 99.86%                                 | 100.32%  |
| 2018 & Prior                                  | \$2,372,220.70          | (\$910,516.05)        | \$1,461,704.65          | \$17,899.34              | \$12,549.92                     | \$937.18          | \$1,587,560.03         | (\$125,855.38)          | -8.61%                      | 6.19%                                  |  |
| Rollbacks                                     | \$365,097.69            | \$1,055,745.65        | \$1,420,843.34          | \$62,977.25              | \$0.00                          | \$0.00            | \$205,016.50           | \$1,215,826.84          | 85.57%                      | 86.24%                                 |  |
| <b>Total All</b>                              | <b>\$290,818,048.89</b> | <b>(\$114,782.21)</b> | <b>\$290,703,266.68</b> | <b>\$246,887.92</b>      | <b>\$47,033.40</b>              | <b>\$4,338.08</b> | <b>\$2,843,980.03</b>  | <b>\$287,859,286.65</b> | <b>99.02%</b>               | <b>99.33%</b>                          |  |

| <b>Williamson<br/>County<br/>RFM</b> | Tax Roll               | Adjustments         | Adjusted Tax Roll      | Current Tax<br>Collected | Penalty & Interest<br>Collected | Variance        | Uncollected<br>Balance | YTD Collected          | YTD<br>Percent<br>Collected | YTD<br>Percent<br>Collected<br>w/P & I | YTD Percent<br>Collected w/P<br>& I & Prior<br>Years |
|--------------------------------------|------------------------|---------------------|------------------------|--------------------------|---------------------------------|-----------------|------------------------|------------------------|-----------------------------|--|--|
| 2019                                 | \$27,355,408.62        | (\$17,610.10)       | \$27,337,798.52        | \$15,867.00              | \$3,282.68                      | \$324.90        | \$99,808.65            | \$27,237,989.87        | 99.63%                      | 99.86%                                 | 100.30%  |
| 2018 & Prior                         | \$208,455.77           | (\$84,400.68)       | \$124,055.09           | \$1,670.93               | \$1,121.19                      | \$73.40         | \$136,835.43           | (\$12,780.34)          | -10.30%                     | 5.70%                                  |  |
| Rollbacks                            | \$33,250.27            | \$98,257.94         | \$131,508.21           | \$5,889.29               | \$0.00                          | \$0.00          | \$19,357.23            | \$112,150.98           | 85.28%                      | 85.95%                                 |  |
| <b>Total All</b>                     | <b>\$27,597,114.66</b> | <b>(\$3,752.84)</b> | <b>\$27,593,361.82</b> | <b>\$23,427.22</b>       | <b>\$4,403.87</b>               | <b>\$398.30</b> | <b>\$256,001.31</b>    | <b>\$27,337,360.51</b> | <b>99.07%</b>               | <b>99.37%</b>                          |  |

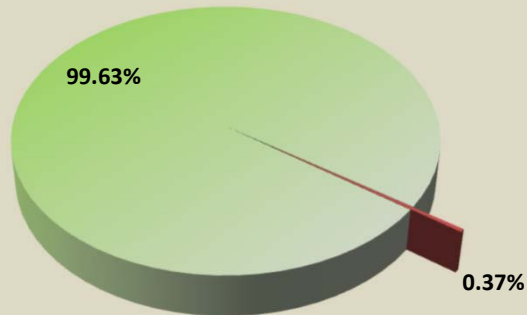
2019 COMBINED MONTHLY BREAKDOWN

|        |                  |                |                  |                  |              |                |                  |                  |  |  |  |
|--------|------------------|----------------|------------------|------------------|--------------|----------------|------------------|------------------|--|--|--|
| Oct-19 | \$318,415,163.55 | \$69,338.91    | \$318,484,502.46 | \$7,496,527.39   | \$48,223.83  | \$1,321.80     | \$310,986,653.27 | \$7,497,849.19   |  |  |  |
| Nov-19 | \$318,484,502.46 | \$694,814.30   | \$319,179,316.76 | \$16,104,942.86  | \$10,400.61  | \$590.80       | \$295,575,933.91 | \$23,603,382.85  |  |  |  |
| Dec-19 | \$319,179,316.76 | (\$484,593.07) | \$318,694,723.69 | \$169,824,788.05 | \$25,118.81  | \$3,263.02     | \$125,263,289.77 | \$193,431,433.92 |  |  |  |
| Jan-20 | \$318,694,723.69 | (\$56,846.87)  | \$318,637,876.82 | \$109,780,093.26 | \$20,000.98  | (\$112,301.44) | \$15,538,651.08  | \$303,099,225.74 |  |  |  |
| Feb-20 | \$318,637,876.82 | \$29,340.37    | \$318,667,217.19 | \$4,922,830.80   | \$288,359.87 | \$25,196.03    | \$10,619,964.62  | \$308,047,252.57 |  |  |  |
| Mar-20 | \$318,667,217.19 | (\$53,707.58)  | \$318,613,509.61 | \$2,319,345.21   | \$126,283.60 | \$1,385.41     | \$8,245,526.42   | \$310,367,983.19 |  |  |  |
| Apr-20 | \$318,613,509.61 | (\$426,832.91) | \$318,186,676.70 | \$462,125.51     | \$99,273.07  | \$511.82       | \$7,356,056.18   | \$310,830,620.52 |  |  |  |
| May-20 | \$318,186,676.70 | \$5,862.10     | \$318,192,538.80 | \$1,850,438.14   | \$88,865.60  | \$2,017.84     | \$5,509,462.30   | \$312,683,076.50 |  |  |  |
| Jun-20 | \$318,192,538.80 | \$41,233.13    | \$318,233,771.93 | \$524,316.43     | \$74,153.22  | \$2,086.85     | \$5,024,292.15   | \$313,209,479.78 |  |  |  |
| Jul-20 | \$318,233,771.93 | \$105,007.30   | \$318,338,779.23 | \$1,362,371.10   | \$78,478.82  | \$1,654.07     | \$3,765,274.28   | \$314,573,504.95 |  |  |  |
| Aug-20 | \$318,338,779.23 | \$5,609.63     | \$318,344,388.86 | \$339,659.38     | \$54,605.76  | \$8,431.31     | \$3,422,793.22   | \$314,921,595.64 |  |  |  |
| Sep-20 | \$318,344,388.86 | (\$47,760.36)  | \$318,296,628.50 | \$270,315.14     | \$51,437.27  | \$4,736.38     | \$3,099,981.34   | \$315,196,647.16 |  |  |  |

### Year to Date Collection Report October 1, 2019 - September 30, 2020

YTD Collected YTD Uncollected

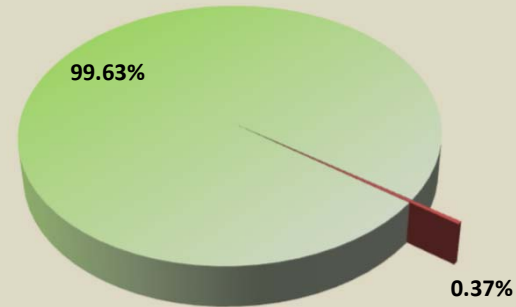
**GWI**



### Year to Date Collection Report October 1, 2019 - September 30, 2020

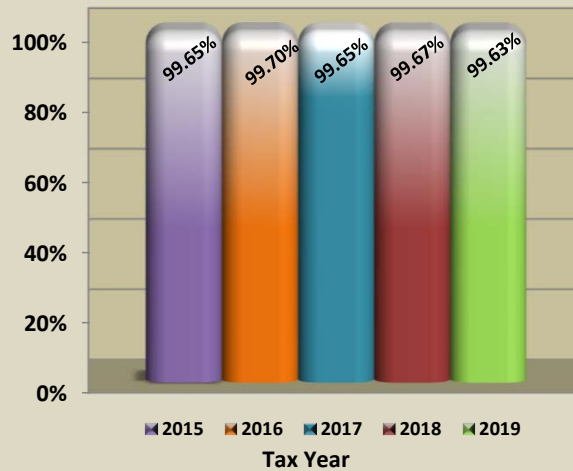
YTD Collected YTD Uncollected

**RFM**



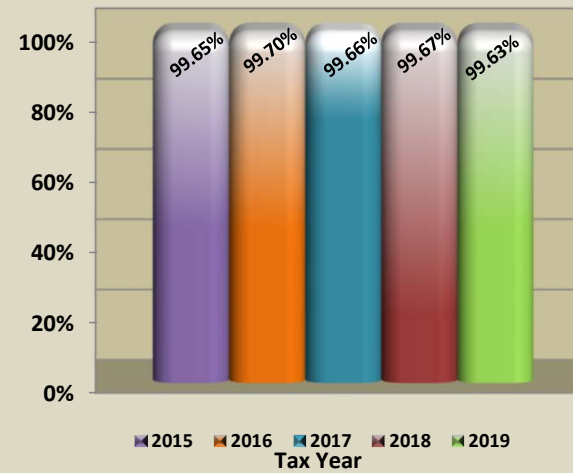
### Percent of Roll Collected Comparison 2015-2019

**GWI**



### Percent of Roll Collected Comparison 2015-2019

**RFM**



**Commissioners Court - Regular Session****9.****Meeting Date:** 10/20/2020

County Attorney September 2020 Monthly Report

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney September 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

---

**Fiscal Impact**

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

**Attachments**

September report

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 10/06/2020

**Reviewed By**

Andrea Schiele

**Date**

10/06/2020 01:54 PM

Started On: 10/06/2020 01:47 PM

IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of September, 2020.

*Dee Hobbs*

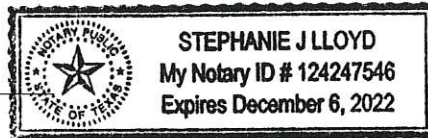
DEE HOBBS  
COUNTY ATTORNEY

On this 6th day of October, 2020, to certify which witness my hand and seal of office.

*Stephanie J Lloyd*

NOTARY PUBLIC

In and for the State of Texas



# CA - AR Receipts

| GL Revenue Object | GL Revenue Fund | Receipt Source         | Receipt Date                        | Receipt Number | Receipt Comment   | Receipt Amount |
|-------------------|-----------------|------------------------|-------------------------------------|----------------|---|----------------|
| 207015            | 0100            | CO ATTY                | 10-Sep-2020                         | 29232          | 2019-5901   | \$ 60.00       |
|                   |                 |                        | 11-Sep-2020                         | 29235          | 2019-5388 2019-6046 2019-1555                               | \$ 180.00      |
|                   |                 |                        | 16-Sep-2020                         | 29246          | 2019-3825 2019-4800 2020-0575                               | \$ 4,343.49    |
|                   |                 |                        | 17-Sep-2020                         | 29252          | 2019-0885 2020-0424 2020-0772 2019-4880                     | \$ 680.00      |
|                   |                 |                        | 29-Sep-2020                         | 29285          | 2019-6298 2019-4459   | \$ 210.00      |
| 207015 Total      |                 |                        |                                     |                |   | \$ 5,473.49    |
| 341300            | 0406            | CO ATTY HC             | 09-Sep-2020                         | 29228          | CHECK FEE AUGUST 2020                                       | \$ 410.00      |
| 341300 Total      |                 |                        |                                     |                |   | \$ 410.00      |
| 351000            | 0364            | CO ATTY INTERVENTION   | 03-Sep-2020                         | 29210          | 2019-4609 2020-1523 2020-1020                               | \$ 1,360.00    |
|                   |                 |                        | 14-Sep-2020                         | 29238          | 2019-3257 2019-5422 2020-2161                               | \$ 1,220.00    |
|                   |                 |                        | 16-Sep-2020                         | 29246          | 2019-3833 2019-3687 2020-0424 2020-0066 2020-0810 2019-5901 | \$ 2,860.00    |
|                   |                 |                        | 18-Sep-2020                         | 29256          | 2020-0772 2019-4880 2020-0401 2019-6046 2020-0301           | \$ 2,360.00    |
|                   |                 |                        | 21-Sep-2020                         | 29260          | 2019-5733   | \$ 500.00      |
|                   |                 |                        | 23-Sep-2020                         | 29269          | 2020-2196 2020-1770   | \$ 720.00      |
|                   |                 |                        | 25-Sep-2020                         | 29276          | 2019-6379   | \$ 360.00      |
|                   |                 |                        | 28-Sep-2020                         | 29281          | 2019-2032 2019-5484   | \$ 860.00      |
|                   |                 |                        | 30-Sep-2020                         | 29293          | 2018-6256 2019-5123 2019-4722                               | \$ 1,360.00    |
|                   |                 | CO ATTY INTERVENTION 1 | 11-Sep-2020                         | 29235          | 2019-6557 2019-5388 2020-0906 2019-1555                     | \$ 1,720.00    |
|                   |                 | CO ATTY INTERVENTION 2 | 11-Sep-2020                         | 29235          | 2019-6597 2019-5749 2019-6532 2020-0314 2019-4800 2020-0575 | \$ 2,580.00    |
|                   |                 | 351000 Total           |                                     |                |   |                |
| 352200            | 0100            | CO ATTY                | 03-Sep-2020                         | 29210          | 20-0058-CC3   | \$ 100.00      |
|                   |                 |                        | 22-Sep-2020                         | 29263          | 20-0184-CC1/MADDOX, ASHLEY                                  | \$ 2,400.00    |
|                   |                 |                        |                                     |                | 20-0517-CC1/WELLS, TREVOR                                   | \$ 8,000.00    |
|                   |                 |                        |                                     |                | 20-0569-CC1/TIJERINA, RANDY                                 | \$ 2,800.00    |
|                   |                 |                        |                                     |                | 20-0570-CC1/TIJERINA, RANDY                                 | \$ 1,200.00    |
|                   |                 |                        |                                     |                | 20-0571-CC1/TIJERINA, RANDY                                 | \$ 2,400.00    |
|                   |                 |                        |                                     |                | 20-0621-CC1/DAVIS, LATISHA                                  | \$ 2,000.00    |
|                   |                 |                        |                                     |                | 20-0622-CC1/COLEMAN, KYSHAWN                                | \$ 1,600.00    |
|                   |                 |                        | 24-Sep-2020                         | 29274          | 19-01966-3/MCCARTY, PATRICK                                 | \$ 1,604.00    |
|                   |                 |                        | 19-04050-1/ROBBINS, MORRIS II       | \$ 678.00      |   |                |
|                   |                 |                        | 19-04051-1/ROBBINS, MORRIS II       | \$ 440.50      |   |                |
|                   |                 |                        | 19-04053-1/ROBBINS, MORRIS II       | \$ 440.50      |   |                |
|                   |                 |                        | 19-04612-3/MCCARTY, PATRICK         | \$ 2,178.00    |   |                |
|                   |                 |                        | 19-05355-1/RUBIO-CORDOVA, JANER     | \$ 678.00      |   |                |
|                   |                 |                        | 19-06261-3/VILLFUERTE-ESTRADA, JOSE | \$ 1,178.00    |   |                |
|                   |                 |                        | 19-06355-1/CHICIU, ADELA            | \$ 678.00      |   |                |
|                   |                 |                        | 20-00478-3/RAMIREZ-GASCA, JOSE      | \$ 678.00      |   |                |
| 352200 Total      |                 |                        |                                     |                |   | \$ 29,053.00   |
| 365100            | 0100            | CO ATTY                | 23-Sep-2020                         | 29269          | 2019-2733   | \$ 300.00      |

# CA - AR Receipts

---

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|-------------------|-----------------|----------------|--------------|----------------|-----------------|----------------|
| 365100 Total      |                 |                |              |                |                 | \$ 300.00      |
| Grand Total       |                 |                |              |                |                 | \$ 51,136.49   |



Criminal Restitution September 2020

|           |                           |             |           |           |
|-----------|---------------------------|-------------|-----------|-----------|
| 9/7/2020  | Jorge L Martinez          | \$ 60.00    | 2019-5901 | 9/8/2020  |
|           |                           |             |           |           |
|           |                           | \$ 60.00    |           |           |
| 9/8/2020  | Claudia Yvette Talamantez | \$ 60.00    | 2019-5388 | 9/10/2020 |
| 9/9/2020  | Jessica Raquel Cantu      | \$ 60.00    | 2019-6046 | 9/10/2020 |
| 9/9/2020  | Dwayne Hall, Jr           | \$ 60.00    | 2019-1555 | 9/10/2020 |
|           |                           | \$ 180.00   |           |           |
| 9/10/2020 | Andres Flores             | \$ 60.00    | 2019-4800 | 9/15/2020 |
| 9/11/2020 | Monica Bermudez           | \$ 60.00    | 2020-0575 | 9/15/2020 |
| 9/11/2020 | Erick Rodriguez           | \$ 4,223.49 | 2019-3825 | 9/15/2020 |
|           |                           | \$ 4,343.49 |           |           |
| 9/15/2020 | Robert Ramirez            | \$ 60.00    | 2020-0424 | 9/17/2020 |
| 9/16/2020 | Noah Barrios              | \$ 500.00   | 2019-0885 | 9/17/2020 |
| 9/16/2020 | Lorena Macias             | \$ 60.00    | 2019-4880 | 9/17/2020 |
| 9/16/2020 | Michelle Mele             | \$ 60.00    | 2020-0772 | 9/17/2020 |
|           |                           | \$ 680.00   |           |           |
| 9/25/2020 | Chad Wright               | \$ 150.00   | 2019-6298 | 9/29/2020 |
| 9/26/2020 | Reyes Torres              | \$ 60.00    | 2019-4459 | 9/29/2020 |
|           |                           | \$ 210.00   |           |           |

# Disbursement Summary

TXWILLIAMSONP  
ROD

Collection Date Range: 08/01/2020 - 08/31/2020 Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

## Disbursement Summary

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------|-------------|-----------------------|---------------------|-----------------------|-----------------|---------------------|
| CHKFEE    | Check Fee   | 410.00                | 0.00                | 0.00                  | 0.00            | 410.00              |

| Disbursement Summary Totals |  | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------------------------|--|-----------------------|---------------------|-----------------------|-----------------|---------------------|
|                             |  | 410.00                | 0.00                | 0.00                  | 0.00            | 410.00              |

## Disbursement Detail

| Check ID Number | Defendant                            | Code   | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------------|--------------------------------------|--------|-----------------------|---------------------|-----------------------|-----------------|---------------------|
| 16-00354        | LLAMAS, CARLOS E (PID #: 933173)     | CHKFEE | 75.00                 | 0.00                | 0.00                  | 0.00            | 75.00               |
| 16-00355        | LLAMAS, CARLOS E (PID #: 933173)     | CHKFEE | 75.00                 | 0.00                | 0.00                  | 0.00            | 75.00               |
| 19-00045        | GALLOWAY, ELIZABETH (PID #: 1270398) | CHKFEE | 50.00                 | 0.00                | 0.00                  | 0.00            | 50.00               |
| 19-00394        | Cusick, Nichole (PID #: 581149)      | CHKFEE | 30.00                 | 0.00                | 0.00                  | 0.00            | 30.00               |
| 20-00078        | Bull, Lara (PID #: 359092)           | CHKFEE | 15.00                 | 0.00                | 0.00                  | 0.00            | 15.00               |
| 20-00087        | Newman, Cathy Cruz (PID #: 553177)   | CHKFEE | 30.00                 | 0.00                | 0.00                  | 0.00            | 30.00               |
| 20-00091        | Herman, Madison Lee (PID #: 1702294) | CHKFEE | 30.00                 | 0.00                | 0.00                  | 0.00            | 30.00               |
| 20-00093        | Hartung, Harold R (PID #: 1702310)   | CHKFEE | 15.00                 | 0.00                | 0.00                  | 0.00            | 15.00               |
| 20-00098        | JACKSON, ALICIA A (PID #: 348291)    | CHKFEE | 15.00                 | 0.00                | 0.00                  | 0.00            | 15.00               |
| 20-00104        | Grant, Clint (PID #: 1704614)        | CHKFEE | 75.00                 | 0.00                | 0.00                  | 0.00            | 75.00               |
| <b>Totals:</b>  |                                      |        | <b>410.00</b>         | <b>0.00</b>         | <b>0.00</b>           | <b>0.00</b>     | <b>410.00</b>       |

## PTI September 2020

|           |                              |                    |           |           |
|-----------|------------------------------|--------------------|-----------|-----------|
| 8/31/2020 | Luis Castillc                | \$ 500.00          | 2019-4609 | 9/2/2020  |
| 8/31/2020 | Michelle Majadire            | \$ 500.00          | 2020-1523 | 9/2/2020  |
| 9/1/2020  | Tawni Spangler-Reider        | \$ 360.00          | 2020-1020 | 9/2/2020  |
|           |                              | <b>\$ 1,360.00</b> |           |           |
| 9/4/2020  | Kayla Herrick                | \$ 360.00          | 2019-6557 | 9/9/2020  |
| 9/8/2020  | Claudia Talamantez           | \$ 500.00          | 2019-5388 | 9/9/2020  |
| 9/8/2020  | Rebecca West                 | \$ 500.00          | 2020-0906 | 9/9/2020  |
| 9/8/2020  | Dwayne Hall, Jr              | \$ 360.00          | 2019-1555 | 9/9/2020  |
|           |                              | <b>\$ 1,720.00</b> |           |           |
| 9/9/2020  | Felix Suarez Hernandez       | \$ 500.00          | 2019-6597 | 9/11/2020 |
| 9/9/2020  | Travis Williams              | \$ 360.00          | 2019-5749 | 9/11/2020 |
| 9/9/2020  | Leah Kay Berry               | \$ 500.00          | 2019-6532 | 9/11/2020 |
| 9/10/2020 | David Michael Rosenbaum      | \$ 500.00          | 2020-0314 | 9/11/2020 |
| 9/10/2020 | Andres Flores                | \$ 360.00          | 2019-4800 | 9/11/2020 |
| 9/10/2020 | Monica Bermudez              | \$ 360.00          | 2020-0575 | 9/11/2020 |
|           |                              | <b>\$ 2,580.00</b> |           |           |
| 9/11/2020 | John Albertson               | \$ 500.00          | 2020-2161 | 9/14/2020 |
| 9/11/2020 | Luis Angel Juarez            | \$ 360.00          | 2019-5422 | 9/14/2020 |
| 9/11/2020 | Zachery A Goolsby            | \$ 360.00          | 2019-3257 | 9/14/2020 |
|           |                              | <b>\$ 1,220.00</b> |           |           |
| 9/14/2020 | Jason McColly                | \$ 500.00          | 2020-0066 | 9/16/2020 |
| 9/14/2020 | Adrian Oswaldo Martinez Cruz | \$ 500.00          | 2020-0810 | 9/16/2020 |
| 9/14/2020 | Jorge L Martinez             | \$ 500.00          | 2019-5901 | 9/16/2020 |
| 9/15/2020 | David Krenik                 | \$ 500.00          | 2019-3833 | 9/16/2020 |
| 9/15/2020 | Chiemeka Dura                | \$ 360.00          | 2019-3687 | 9/16/2020 |
| 9/14/2020 | Robert Ramirez               | \$ 500.00          | 2020-0424 | 9/16/2020 |
|           |                              | <b>\$ 2,860.00</b> |           |           |
| 9/16/2020 | Michelle Mele                | \$ 360.00          | 2020-0772 | 9/18/2020 |
| 9/16/2020 | Lorena Macias                | \$ 500.00          | 2019-4880 | 9/18/2020 |
| 9/17/2020 | Kristin Ganski               | \$ 500.00          | 2020-0401 | 9/18/2020 |
| 9/17/2020 | Jessica Cantu                | \$ 500.00          | 2019-6046 | 9/18/2020 |
| 9/17/2020 | Amahri Kamron Mack           | \$ 500.00          | 2020-0301 | 9/18/2020 |
|           |                              | <b>\$ 2,360.00</b> |           |           |
| 9/18/2020 | Jacqueline Michele Petrosky  | \$ 500.00          | 2019-5733 | 9/21/2020 |
|           |                              | <b>\$ 500.00</b>   |           |           |
| 9/21/2020 | Ryan Barron                  | \$ 360.00          | 2020-2196 | 9/23/2020 |
| 9/21/2020 | Adrienne Boydston            | \$ 360.00          | 2020-1770 | 9/23/2020 |
|           |                              | <b>\$ 720.00</b>   |           |           |
| 9/24/2020 | Dennis Meau                  | \$ 360.00          | 2019-6379 | 9/25/2020 |
|           |                              | <b>\$ 360.00</b>   |           |           |
| 9/25/2020 | Cody Allen Smith             | \$ 360.00          | 2019-5484 | 9/28/2020 |
| 9/27/2020 | Karina Longoria              | \$ 500.00          | 2019-2032 | 9/28/2020 |
|           |                              | <b>\$ 860.00</b>   |           |           |
| 9/28/2020 | Cianna Cuny                  | \$ 500.00          | 2018-6256 | 9/30/2020 |
| 9/29/2020 | Kelley Myers                 | \$ 500.00          | 2019-5123 | 9/30/2020 |
| 9/29/2020 | Devrian Kyree Bloun          | \$ 360.00          | 2019-4722 | 9/30/2020 |
|           |                              | <b>\$ 1,360.00</b> |           |           |

Court Appointed Atty September 2020

|                        |                    |                  |           |           |
|------------------------|--------------------|------------------|-----------|-----------|
| 9/22/2020              | Brenna Lynn Ottavi | \$ 300.00        | 2019-2733 | 9/23/2020 |
| <b>September total</b> |                    | <b>\$ 300.00</b> |           |           |

## Commissioners Court - Regular Session

10.

Meeting Date: 10/20/2020

Sale of Asset to retiring Constable, Pct. 2

Submitted For: Randy Barker

Submitted By: Randy Barker,  
Purchasing

Department: Purchasing

Agenda Category: Consent

---

### Information

#### Agenda Item

Discuss, consider and take appropriate action on the purchase of a Winchester Model 1200 Shotgun by Constable Rick Coffman following his retirement as Williamson County Constable Precinct No. 2 for the fair market value of \$100, in accordance with Texas Government Code, Chapter 614, Subchapter D.

#### Background

Rick Coffman will be leaving office as Constable of Precinct 2 on December 31, 2020, and retiring from a 22-year law enforcement career with Williamson County. When first appointed as a Deputy Constable for Precinct 2 in 1998, Constable Coffman was issued a police shotgun. This particular shotgun has remained assigned to Constable Coffman throughout his 22-year law enforcement career with Williamson County. Constable Coffman expressed an interest in purchasing the weapon from the County upon his retirement. The purchase of firearm by a honorably retired peace officer is allowed by State statute with the permission of the governmental entity as per Texas Government Code, Chapter 614, Subchapter D.

#### **Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.**

*(a) An individual may purchase a firearm from a governmental entity if:*

- (1) the individual was a peace officer commissioned by the entity;*
- (2) the individual was honorably retired from the individual's commission by the entity;*
- (3) the firearm had been previously issued to the individual by the entity; and*
- (4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.*

*(b) An individual may purchase only one firearm from a governmental entity under this section.*

#### **Sec. 614.053. PURCHASE PRICE OF FIREARM.**

*A governmental entity shall establish the amount, which may not exceed fair market value, for which a firearm may be purchased under this subchapter.*

According to research on the serial number, the shotgun was manufactured in 1964 with a retail price of \$77.00. The last model of this type was manufactured in 1971. The weapon is in good, working condition, has no modifications, and is not a prohibited weapon as defined by section 46.05 of the Texas Penal Code. The weapon has what would be considered (for a well maintained 56-year old weapon) normal wear on the wooden stock/fore piece and the bluing on the barrel, none of which affect the functionality of the weapon. For this type and model of shotgun, the current value listed by auction houses or retail sale sites runs from \$100.00 to \$250.00. The value is mainly based on condition and the fact that it is not a rare weapon. It

has been determined that fair market value for the shotgun is \$100. Due to the age of the weapon, less than modern features and the limited availability of parts, any repairs in the future would be cost prohibitive. For example, a replacement barrel for this weapon retails for \$210.00, a replacement wood stock retails for \$140.00, and a replacement breech bolt assembly retails for \$146.00.

If approved, the sale of this shotgun to Constable Coffman will not have a negative impact on the number of available county owned shotguns for PCT 2 Constable's Office deputy constables.

---

**Fiscal Impact**

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

**Attachments**

Asset for Sale to Constable 10.20.20

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Randy Barker

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/14/2020 01:27 PM

10/15/2020 09:17 AM

Started On: 10/14/2020 10:57 AM

# Asset Status Change

|   |   |
|---|---|
| Title:  | i:0#.f membership wbeechinor@wilco.org - 09-10-2020   |
| Disposal Method:  | SALE to other entity  |
| Item(s) Category:   | Other   |
| 1. Quantity (Mandatory):  | 1   |
| 1. Description:   | 1964 Winchester Model 1200 12 gauge shotgun 18.5 inch barrel                                    |
| 1. Manufacturer ID #:   | L1272460  |
| 1. Condition of Assets:   | Working   |
| Transferring Department:  | Constables 2  |
| Transferring Department Contact Person:   | William Beechinor   |
| Transferring Department Contact Phone Number:   | 5122604270  |
| Transferring Department - Elected Official/Department Head/Authorized Staff Signature:  | ✓ William Beechinor 10/9/2020 2:51 PM   |
| Transferring Department - Elected Official/Department Head/Authorized Staff Signature.: | ✗   |
| Receiving Department - Elected Official/Department Head/Authorized Staff Signature:     | ✗   |
| Purchasing Final Determination  | SALE to a government entity/civil or charitable organization in the county at fair market value |
| Court Date:   | 10/20/2020  |

Asset Status Change

**Commissioners Court - Regular Session****11.****Meeting Date:** 10/20/2020

Commercial Trash Service at River Ranch

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide commercial trash service at the River Ranch Park in the amount of \$499.00 per month for a 12-month term per the quote attached and authorizing execution of the agreement.

**Background**

This agreement is for Commercial Disposal Services for the Williamson County River Ranch Park for 6 dumpsters to be staged at different high volume traffic areas within the park. Three quotes have been obtained. Department point of contact is Alejandra Urista. Funding Source 01.0100.3107.004430 for FY21.

---

**Fiscal Impact**

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

**Attachments**

agreement

---

**Form Review**

| Inbox                            | Reviewed By    | Date                            |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator)          | Randy Barker   | 10/01/2020 10:10 AM             |
| County Judge Exec Asst.          | Andrea Schiele | 10/01/2020 10:17 AM             |
| Purchasing (Originator)          | Randy Barker   | 10/15/2020 09:09 AM             |
| County Judge Exec Asst.          | Andrea Schiele | 10/15/2020 10:53 AM             |
| Form Started By: Andrew Portillo |                | Started On: 09/23/2020 09:24 AM |
| Final Approval Date: 10/15/2020  |                |                                 |





# TEXAS DISPOSAL SYSTEMS, INC. SERVICE AGREEMENT

www.texasdisposal.com

AUSTIN  
PO BOX 17126  
AUSTIN, TX 78760  
(800) 375-8375

FAX TO: 512-329-4968

SERVICE AGREEMENT #

|  |  |  |  |
|--|--|--|--|
| <b>X NEW ACCOUNT</b>   |  | Customer Number:                                   |  |
| <input type="checkbox"/> SERVICE LEVEL CHANGE  |  | <input type="checkbox"/> UPDATED SERVICE AGREEMENT |  |
| <input type="checkbox"/> NEW SERVICE LOCATION  |  | <input type="checkbox"/> OTHER                     |  |
| Salesperson Name: Ja-Mar Prince  |  | Notepad Entry:                                     |  |
| Start Service Date: 10/8/2020  |  | S/T Code:  |  |
| Alpha Search:  |  | PO#  |  |
| Customer Name: Williamson County Parks and Recreation  |  |  |  |
| Billing Name: <b>Williamson County Parks and Recreation</b>  |  |  |  |
| Billing Address: 219 Perry Mayfield Blvd.  |  |  |  |
| City: Leander  |  | State: TX  |  |
| Zip: 78641   |  | Tax Entity:  |  |
| Service Address: 194 Reveille Way  |  |  |  |
| City: Liberty Hill   |  | State: TX  |  |
| Zip: 78642   |  | Phone: 512-943-5265                                |  |
| Fax#   |  | Alternate # 512-943-1920                           |  |
| Service Contact: Alejandra Urista  |  | Accounts Payable Contact:                          |  |
| Email Address: Alejandra.urista@wilco.org  |  | Cycle:   |  |
| Map Grid:  |  |  |  |
| Special Instruction Line 1: (1)8yd maintenance yard, (1) 6 yd at Trailhead Parking, (2)6yds RV Camp, (1)6yd Walk In Camp, (1)3yd RV Dump |  |  |  |
| Special Instruction Line 2:  |  |  |  |
| Other Info: 3.5% annual increase   |  |  |  |
| FINAL APPROVAL BY OPERATIONS IS REQUIRED PRIOR TO THE START OF THE CONTRACT  |  |  |  |

## COMMERCIAL

☒ FRONT LOAD ☐ SIDE LOAD ☐ RECYCLE  
☐ LOCKING LIDS ☐ SINGLE STREAM ☐ CASTERS

## ROLL OFF

☐ PERMANENT ☐ TEMPORARY ☐ SPECL WASTE ☐ PSU ☐ OPEN TOP  
☐ COMPACTOR ☐ CUST.OWNED

| QTY(TRASH) | SIZE    | FREQ PER WEEK | MONTHLY CHG |
|------------|---------|---------------|-------------|
| 1          | 8yd - T | OAM           | \$107.00    |
| 1          | 6yd - T | OAM           | 84.00       |
| 2          | 6yd - T | OAM           | 168.00      |
| 1          | 6yd - T | OAM           | 84.00       |
| 1          | 3yd - T | OAM           | 56.00       |

| QTY | SIZE | RENTAL RATE | HAUL RATE | DELIVERY FEE | LANDFILL FEE |
|-----|------|-------------|-----------|--------------|--------------|
|     |      |             |           |              |              |
|     |      |             |           |              |              |
|     |      |             |           |              |              |
|     |      |             |           |              |              |
|     |      |             |           |              |              |

MONTHLY CHARGE \$499.00

OTHER CHARGES \$  
\$

ESTIMATED NUMBER OF HAULS PER MONTH :

SPECIFY OTHER CHARGES:

SPECIFY OTHER CHARGES:

TOTAL MONTHLY CHARGE BEFORE TAX \$

INITIAL TERM - 12 MONTHS, UNLESS OTHERWISE SPECIFIED

APPLICABLE SALES TAX WILL BE CHARGED UNLESS CUSTOMER PROVIDES A TAX EXEMPTION CERTIFICATE FOR EACH EXEMPT SERVICE LOCATION

### TEXAS DISPOSAL SYSTEMS

Authorized Signer: Ja-Mar Prince

### TDS CUSTOMER

Authorized Signer: Bill Gravell

Print Name: Ja-Mar Prince

Print Name:

Title: Account Manager

Title:

Date: 10-1-2020

Date:

## SERVICE CHANGES

|   | QTY | SIZE | CHARGE CODE | FREQ PER WEEK | MONTHLY CHG | HAUL RATE | RENTAL RATE |
|---|-----|------|-------------|---------------|-------------|-----------|-------------|
| N |     |      |             |               |             |           |             |
| E |     |      |             |               |             |           |             |
| W |     |      |             |               |             |           |             |
| O |     |      |             |               |             |           |             |
| L |     |      |             |               |             |           |             |
| D |     |      |             |               |             |           |             |

|                        |         |             |                 |
|------------------------|---------|-------------|-----------------|
| Date Service Received: |         | WO#         | Proration Code: |
| From: / /              | To: / / | Entered By: | Date:           |
| Verified By:           |         | Date:       |                 |

ADDITIONAL TERMS AND CONDITIONS ON PAGES 2&3

**Commissioners Court - Regular Session****12.****Meeting Date:** 10/20/2020

Netmotion Diagnostics Maintenance FY 21

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mobile Wireless LLC to provide Annual Netmotion Diagnostic Maintenance for FY21 in the amount of \$57,927.00 per the terms of DIR Contract #DIR-TSO-3810 and authorizing execution of the agreement.

**Background**

This agreement is for the authorization of Netmotion Diagnostics for Annual Maintenance for NetMotion Mobility and Diagnostics to include tech support, version upgrades, patch and point releases, etc. Department point of contact is Tammy McCulley. Funding Source 01.0100.0503.004505 for FY21.

---

**Fiscal Impact**

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

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:47 AM

10/15/2020 10:51 AM

Started On: 10/14/2020 11:46 AM

Presented by – Mobile Wireless LLC

Paul Hulse  
Williamson County  
301 SE Inner Loop Ste 105  
Georgetown, TX 78626  
(512) 943-1408  
phulse@wilco.org

Re: NetMotion maintenance renewals -- DIR-TSO-3810

**Mobility renewal**

| Item   | SKU      | QTY | Price | Extended Price     |
|--|----------|-----|-------|--------------------|
| <b>NetMotion Mobility Premium Software Maintenance – 1 Year<br/>11/16/2020 – 11/15/2021</b><br>Covers: 1052 Mobility with Policy/NAC/Analytics <ul style="list-style-type: none"><li>• 24x7 technical support</li><li>• Major version upgrades</li><li>• Tech notes and web-based support</li><li>• Cumulative quantity discounts on additional device licenses</li><li>• Patch and point releases at no additional charge</li><li>• Guaranteed response times</li></ul> | 11NMXP25 |     |       | \$43,526.00        |
| <b>Total</b>   |          |     |       | <b>\$43,526.00</b> |

**Diagnostics renewal**

| Item  | SKU      | QTY | Price | Extended Price     |
|---|----------|-----|-------|--------------------|
| <b>NetMotion Diagnostics Premium Maintenance – 1 Year<br/>11/16/2020 – 11/15/2021</b><br>Covers: 1050 Diagnostics <ul style="list-style-type: none"><li>• 24x7 technical support</li><li>• Major version upgrades</li><li>• Tech notes and web-based support</li><li>• Cumulative quantity discounts on additional device licenses</li><li>• Patch and point releases at no additional charge</li><li>• Guaranteed response times</li></ul> | 04NDXP25 |     |       | \$14,401.00        |
| <b>Total</b>  |          |     |       | <b>\$14,401.00</b> |

**TOTAL**

|              |  |  |  |                    |
|--------------|--|--|--|--------------------|
| <b>Total</b> |  |  |  | <b>\$57,927.00</b> |
|--------------|--|--|--|--------------------|

Alan McClintock  
Mobile Wireless LLC  
Phone: (972) 516-1365  
alan@mobwireless.com

Mobile Wireless LLC – 1525 Brazos Trl., Plano, TX 75075 – 214.850.9886

**Commissioners Court - Regular Session****13.****Meeting Date:** 10/20/2020

Knight Security Systems

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving purchase from Knight Security Systems, LLC to provide support for Williamson County buildings in the amount of \$73,587.71 per the terms of DIR Contract #DIR-CPO-4494.

**Background**

This agenda item is for the renewal and support of the software as well as for troubleshooting failures and replacing broken or damaged cameras around Williamson County Department Buildings. Department point of contact is Richard Semple. Funding Source is 01.0100.0503.004500 for FY21.

---

**Fiscal Impact**

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

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:27 AM

10/15/2020 11:14 AM

Started On: 10/07/2020 02:24 PM



DIR CPO-4494

## Invoice

|                              |                         |
|------------------------------|-------------------------|
| Customer                     | Williamson County - ITS |
| Customer Number              | 102118                  |
| Invoice Number               | 821833                  |
| Invoice Date                 | 10/5/2020               |
| PO Number                    |                         |
| <b>PAYMENTS APPLIED THRU</b> | <b>10/5/2020</b>        |
| Job / Service Ticket #       |                         |

## CURRENT CHARGES

| Quantity   | Description   | Rate   | Amount   |
|--|---|--------|----------|
| <i>Williamson County - Taylor Annex, 412 Vance St., Taylor, TX</i>                         |   |        |          |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #12732-2<br>Wilco-Taylor Annex-Cameras v3 | 202.00 | 2,424.00 |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #15834-1;<br>Taylor Annex- Camera Add     | 20.00  | 240.00   |
| <i>Williamson County - Main Tax Office, 904 S Main St., Georgetown, TX</i>                 |   |        |          |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #12733-2;<br>Main Tax office-Cameras v3   | 215.00 | 2,580.00 |
| <i>Williamson County - North Campus Facilities, Attn: Dwayne Grossett , Georgetown, TX</i> |   |        |          |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Proposal # 20810 / Job # 9483 / NCF-VMS 23 Cameras  | 330.92 | 3,971.04 |
| <i>Williamson County - ESOC, 911 Tracy Chambers Ln, Georgetown, TX</i>                     |   |        |          |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #13286-1;<br>SecurePlan                   | 239.50 | 2,874.00 |
| <i>Williamson County - Expo Center, 5350 Bill Pickett Trail, Taylor, TX</i>                |   |        |          |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement # 8703-1;<br>Wilco-Expo Center Cameras    | 424.92 | 5,099.04 |
| <i>Williamson County - Pct 3 Annex, 151 Wilco Way, Georgetown, TX</i>                      |   |        |          |
| 12.00  | Digital Alarm Monitoring up to 64 zones incl timer<br>10/1/2020 - 9/30/2021<br>Agreement # 8704-3<br>New Gtown Annex        | 32.00  | 384.00   |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #13477-2<br>Door Station                  | 20.00  | 240.00   |
| 12.00  | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #8704-3<br>New Gtown Annex                | 717.00 | 8,604.00 |
| 12.00  | GSM/Cellular Back up monitoring<br>10/1/2020 - 9/30/2021<br>Agreement # 8704-3<br>New Gtown Annex                           | 22.00  | 264.00   |

*Williamson County & Cities Health District, 355 Texas Ave, Round Rock, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #13783-1;<br>Wilco-WCCHD - Round Rock Cameras v1 | 219.00 | 2,628.00 |
|-------|--|--------|----------|

*Williamson County - Regional Animal Shelter, 1855 SE Inner Loop, Georgetown, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #13709-2;<br>Campus VSS and Panic Alarm v2 | 468.00 | 5,616.00 |
|-------|--|--------|----------|

*Williamson County - Sheriff Office, 508 S Rock St, Georgetown, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Proposal 13593/ Job 9413<br>Original | 305.15 | 3,661.80 |
|-------|--|--------|----------|

*Williamson County - Justice Center, 405 Martin Luther King Blvd, Georgetown, TX*

|       |  |          |           |
|-------|--|----------|-----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021 | 1,364.54 | 16,374.48 |
|-------|--|----------|-----------|

*Williamson County - Cedar Park Annex, 350 Discovery Blvd, Cedar Park, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Proposal# 21665  | 20.00  | 240.00   |
| 12.00 | Digital Alarm Monitoring up to 64 zones incl timer<br>10/1/2020 - 9/30/2021<br>Proposal# 21665                                     | 54.00  | 648.00   |
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Proposal# 21541  | 203.20 | 2,438.39 |
| 12.00 | GSM/ Cellular Back up alarm monitoring<br>10/1/2020 - 9/30/2021<br>Agreement #12731-6;<br>Wilco- CP Annex - Cameras v7             | 19.80  | 237.60   |
| 12.00 | Digital Alarm Monitoring up to 64 zones incl timer<br>10/1/2020 - 9/30/2021<br>Agreement #12731-6;<br>Wilco- CP Annex - Cameras v7 | 28.80  | 345.60   |
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #12731-6;<br>Wilco- CP Annex - Cameras v7        | 324.00 | 3,888.00 |

*Williamson County - Taylor JP Pct 4, 211 W 6th St, Taylor, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement # 13350-1;<br>SecurePlan | 253.40 | 3,040.80 |
|-------|--|--------|----------|

*Williamson County - Round Rock Annex, 1801 E Old Settlers Blvd., Georgetown, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #8712-1;<br>Cameras v4 | 279.32 | 3,351.84 |
|-------|--|--------|----------|

*Williamson County - SOTC, 8160 Chandler Road., Hutto, TX*

|       |  |        |          |
|-------|--|--------|----------|
| 12.00 | Secure Plan Premium Service Level Agreement<br>10/1/2020 - 9/30/2021<br>Agreement #13348-1;<br>SecurePlan & Mon        | 315.76 | 3,789.12 |
| 12.00 | Digital Alarm Monitoring up to 64 zones incl timer<br>10/1/2020 - 9/30/2021<br>Agreement #13348-1;<br>SecurePlan & Mon | 54.00  | 648.00   |

Tax  
Payments/Credits Applied

0.00

0.00

**Invoice Balance Due:** \$73,587.71

---

### IMPORTANT MESSAGES

---

Please note our new  
remittance address.

---

DIR CPO-4494

---

Please detach and return this portion with your payment to ensure proper credit.



---

### REMITTANCE INFORMATION

---

Customer Number 102118

Invoice Number 821833

Invoice Date 10/5/2020

**Terms** Net 30

Invoice Balance Due \$73,587.71

**TOTAL DUE** \$73,587.71

Amount Enclosed: \_\_\_\_\_

Williamson County - ITS  
301 E. Inner Loop  
Ste. 105,  
Georgetown, TX 78626

REMIT TO:

Knight Security Systems, LLC  
PO Box 543292  
Dallas, TX 75354

**Commissioners Court - Regular Session****14.****Meeting Date:** 10/20/2020

ADOBE RENEWAL FY21

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving purchase for Adobe Sign Enterprise from SHI Government Solutions in the amount of \$62,104.00 as per BuyBoard Contract #579-19.

**Background**

This quote is for the enterprise solution for Adobe Sign to include 12 month license, maintenance and support. Department Contact is Tammy McCulley. Funding Source 01.0100.0503.005741. No signature is required on this quote.

---

**Fiscal Impact**

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

**Attachments**

Quote

---

**Form Review****Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

Randy Barker

**Date**

10/12/2020 04:31 PM

10/15/2020 09:53 AM

Started On: 10/07/2020 11:22 AM





Pricing Proposal  
Quotation #: 19490355  
Created On: 9/30/2020  
Valid Until: 10/22/2020

## County of WILLIAMSON

## IAM

### Richard Semple

301 S.E. Inner Loop  
Suite 107  
Georgetown, TX 78626  
UNITED STATES  
Phone: (512) 943-1489  
Fax: (512) 943-3737  
Email: rsemple@wilco.org

### Gregory Gonedes

SHI Government Solutions  
3828 Pecana Trail  
Austin, TX 78749  
Send PO's to: Texas@shi.com  
8008706079  
5127320232  
Phone: 800-870-6079  
Fax: 512-732-0232  
Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

| Product   | Qty  | Your Price | Total       |
|---|------|------------|-------------|
| 1 Adobe Sign Enterprise Per Transaction - 12 Months<br>Adobe - Part#: 65290889JA<br>Contract Name: BuyBoard - Technology<br>Contract #: 579-19<br>Coverage Term: 10/22/2020 – 10/21/2021  | 5000 | \$0.00     | \$0.00      |
| 2 Adobe Creative Cloud Enterprise Term License - Per User - 12 Months<br>Adobe - Part#: 65290894JA<br>Contract Name: BuyBoard - Technology<br>Contract #: 579-19<br>Coverage Term: 10/22/2020 – 10/21/2021<br><b>Note:</b> Restricted to: Acrobat Pro | 700  | \$70.00    | \$49,000.00 |
| 3 Adobe Creative Cloud Enterprise Term License - Per User - 12 Months<br>Adobe - Part#: 65274430JA<br>Contract Name: BuyBoard - Technology<br>Contract #: 579-19<br>Coverage Term: 10/22/2020 – 10/21/2021<br><b>Note:</b> Restrctied to: All Apps    | 9    | \$798.00   | \$7,182.00  |
| 4 Adobe Creative Cloud Enterprise Term License - Per User - 12 Months<br>Adobe - Part#: 65300291JA<br>Contract Name: BuyBoard - Technology<br>Contract #: 579-19<br>Coverage Term: 10/22/2020 – 10/21/2021<br><b>Note:</b> Restricted to: Single Apps | 12   | \$373.00   | \$4,476.00  |
| 5 Adobe Creative Cloud Enterprise Term License - Per User - 12 Months<br>Adobe - Part#: 65290894JA<br>Contract Name: BuyBoard - Technology<br>Contract #: 579-19<br>Coverage Term: 10/22/2020 – 10/21/2021<br><b>Note:</b> Restricted to: Acrobat Pro | 10   | \$70.00    | \$700.00    |

|   |   |   |          |          |
|---|---|---|----------|----------|
| 6 | Adobe Creative Cloud Enterprise Term License - Per User - 12 Months | 2 | \$373.00 | \$746.00 |
|---|---|---|----------|----------|

Adobe - Part#: 65300291JA  
Contract Name: BuyBoard - Technology  
Contract #: 579-19  
Coverage Term: 10/22/2020 – 10/21/2021  
**Note:** Restricted to: Single Apps

---

|          |             |
|----------|-------------|
| Subtotal | \$62,104.00 |
| Shipping | \$0.00      |
| Total    | \$62,104.00 |

#### Additional Comments

---

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

**Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.**

---

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**Commissioners Court - Regular Session****15.****Meeting Date:** 10/20/2020

Microsoft Enterprise Support Services contract renewal

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the annual agreement for Microsoft Enterprise Support Services contract renewal on DIR Contract #DIR-TSO-3781, for the term of November 1, 2020 – October 31, 2021, with Microsoft Corporation for the amount of \$82,381.

**Background**

Microsoft Corporation offers Microsoft Master Services through the vendor contract U5228634 with the State of Texas Department of Information Services, DIR Contract #DIR-TSO-3781 fully executed and dated May 2, 2017. This requirement is in the FY21 budget under Software Maintenance - 01.0100.0503.004505. The department point of contact is Jim Daniels.

---

**Fiscal Impact**

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

**Attachments**

Microsoft Enterprise Support Services FY21

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 09:57 AM

10/15/2020 10:59 AM

Started On: 10/07/2020 11:29 AM

## Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

**T000209-309017-373435**

### Texas DIR

#### (Contract#DIR-TSO-3781)

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U5228634, effective as of 5/2/2017 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft," "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

| Customer   | Microsoft Affiliate  |
|--|--|
| Name of Customer (please print)  | Name   |
| <b>County of Williamson</b>  | <b>Microsoft Corporation</b>   |
| Signature  | Signature<br><div> DocuSigned by:<br/> <br/> 3174789F577F4E9... </div> |
| Name of person signing (please print)  | Name of person signing (please print)<br>Charles H Brown   |
| Title of person signing (please print)   | Title of person signing (please print)<br>Director, U.S. SLGE Services Contracts   |
| Signature date   | Signature date (effective date)<br>01-Oct-2020   12:31 EDT   |
| Name of Customer or its Affiliate that executed the Agreement (if different from Customer above) |  |

| Customer invoice information                |                           |   |
|---|---------------------------|---|
| Name of Customer<br>County of Williamson    |                           | Contact Name (Receives invoices under this Work Order)<br>Jim Daniels |
| Street Address<br>301 Se Inner Loop Ste 104 |                           | Contact E-Mail Address<br>jdaniels@wilco.org                          |
| City<br>Georgetown                          | State/Province<br>Texas   | Phone<br>512-943-1485   |
| Country<br>United States                    | Postal Code<br>78626-8207 | Fax   |

## 1. Support Services and Fees.

### 1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on 11/1/2020 or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended, and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

### 1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at <http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description>. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

### Services by Support Location

| Unified Advanced Support for TX-County of Williamson US - SLG - Central 11/1/2020 - 10/31/2021 |   |                             |
|--|---|-----------------------------|
| Quantity   | Service   | Service Type                |
| Included   | Advanced Advisory Support Hours As-needed   | Advisory Services           |
| 1 ea   | Advanced Built-in Proactive Services <ul style="list-style-type: none"> <li>Advanced Built-in Proactive Services - Generic</li> </ul> | Administrative              |
| Included   | Advanced Problem Resolution Hours As-needed   | Problem Resolution Support  |
| Included   | Advanced Service Delivery Management  | Service Delivery Management |
| 1 ea   | Modern Service Management - Cloud Success Plan Generic  | IT Service Management       |
| Included   | On-demand Assessment  | On-Demand Assessment        |
| 1 ea   | On-Demand Assessment - Setup and Config Service   | On-Demand Assessment Remote |
| Included   | On-demand Education   | On-Demand Education         |
| Included   | Online Support Portal   | Administrative              |
| 100 ea   | Reactive Enabled Contacts   | Problem Resolution Support  |
| Included   | Webcasts As-Needed  | Webcast                     |

| Unified Adv. Support (Add-On) for TX-County of Williamson US - SLG - Central 11/1/2020 - 10/31/2021 |                                      |                             |
|---|--------------------------------------|-----------------------------|
| Quantity  | Service                              | Service Type                |
| 1 ea  | Onsite Visit                         | Onsite Support              |
| Included  | Service Delivery Management Extended | Service Delivery Management |
| 25 ea   | Proactive Credits                    | Proactive Credits           |

### 1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

| Services Summary  | Billing Date | Fee USD       |
|---|--------------|---------------|
| Unified Advanced Support for TX-County of Williamson      | 11/1/2020    | 105,441       |
| Unified Adv. Support (Add-On) for TX-County of Williamson | 11/1/2020    | 4,450         |
| Subtotal  |              | 109,891       |
| Software Assurance Benefits *                             |              | (6,915)       |
| One Time Microsoft Business Investment **                 |              | (20,595)      |
| <b>Total Fees (excluding taxes)</b>                       |              | <b>82,381</b> |

### Software Assurance Benefits

\* Customer will transfer 5.00 Software Assurance PRS incidents to this support agreement as part of this support package.

\*\*Business Investment Funds: The services described above constitute "gratuitous" services for which you shall have no legal or moral obligation to pay and for which we waive any entitlement to compensation. It is our intent that our performance of such services be in compliance with applicable laws and regulations regarding the provision of gratuitous services. It is specifically understood that all services and services deliverables provided under this Work Order are for the sole benefit and use of **County Of Williamson**, directly or indirectly, and are not provided to or for the benefit of any government employee or individual.

### Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

### 1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

|   |                           |  |
|---|---------------------------|--|
| Name of Customer Support Service Administrator<br>Jim Daniels |                           |  |
| Street Address<br>301 SE Inner Loop Ste 104                   |                           | Contact E-Mail Address<br>jdaniels@wilco.org |
| City<br>Georgetown  | State/Province<br>Texas   | Phone<br>512-943-1485                        |
| Country<br>United States                                      | Postal Code<br>78626-8207 | Fax  |

## **Use, ownership, rights, and restrictions.**

### **1.5. Products.**

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

### **1.6. Fixes**

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

### **1.7. Pre-existing Work.**

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

### **1.8. Services Deliverables.**

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the



Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

### **1.9. Affiliates' rights.**

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

### **1.10.Restrictions on use.**

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

### **1.11.Reservation of rights.**

All rights not expressly granted are reserved to Microsoft.

### **Microsoft Contact**

Customer contact for questions and notices about this Work Order.

|                        |                           |
|------------------------|---------------------------|
| Microsoft contact name |                           |
| Mark Haider            |                           |
| Phone                  | Contact e-mail address    |
| 701-281-6794           | Mark.Haider@microsoft.com |

## **Appendix A**

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

| Customer Name          | Licensing Program | Licensing Enrollment/Agreement Number |
|------------------------|-------------------|---------------------------------------|
| WILLIAMSON COUNTY      | Enterprise 6      | 59861124                              |
| WILLIAMSON COUNTY CSCD | Select Plus       | 7118883                               |
| WILLIAMSON COUNTY      | Enterprise 6      | 62421705                              |
| WILLIAMSON COUNTY      | Select Plus       | 7118883                               |

**Commissioners Court - Regular Session****16.****Meeting Date:** 10/20/2020

Approving Blanket PO - Annual Kronos Renewal FY21

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Immix Technology Inc. for annual Kronos Maintenance, in the amount of \$85,177.04 as per GSA Contract GS-35F-0265X.

**Background**

This is a blanket PO for Kronos Annual Maintenance Renewal for ITS. Funding source 01.0100.0503.004505. Funding was approved in FY21 budget.

---

**Fiscal Impact**

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

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 09:27 AM

10/15/2020 10:46 AM

Started On: 10/15/2020 09:18 AM

# Sales Quotation

Shawna Simons  
WILLIAMSON , COUNTY OF  
301 SE Inner Loop-Suite 105  
Georgetown, TX 78626  
PH: 512-943-1498  
ssimons@wilco.org

**Contract No.:** GS-35F-0265X

**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1137316-B8G5C2  
**Quote Date:** 8/7/2020  
**Expiration Date:** 9/6/2020

Order Address:  
immixTechnology, Inc.  
8444 Westpark Drive, Suite 200  
McLean, VA 22102  
PH: 703-752-0610 FX: 703-752-0611

**immixTechnology, Inc.** Mohan, Vinu  
**Contact:**  
Vinu\_Mohan@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:** 6042053

**Manufacturer Contact:** Paquette, Mariama  
978.947.7320 Mariama.Paquette@Kronos.com

| Item | Part Number   | Contract  | Trans Type | Product Description  | Qty  | Price     | Extended Price |
|------|---------------|---|------------|--|------|-----------|----------------|
| 1    | 8800175-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT ** | 1850 | \$10.4400 | \$19,314.00    |
|      |               | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |           |                |
| 2    | 8800175-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT ** | 50   | \$3.1400  | \$157.00       |
|      |               | Period of Performance: 7/13/2021 to 10/31/2021. |            |  |      |           |                |
| 3    | 8800177-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **   | 1450 | \$7.0800  | \$10,266.00    |
|      |               | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |           |                |
| 4    | 8800178-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **    | 295  | \$81.7400 | \$24,113.30    |
|      |               | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |           |                |
| 5    | 8800178-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **    | 10   | \$50.9800 | \$509.80       |
|      |               | Period of Performance: 3/17/2021 to 10/31/2021. |            |  |      |           |                |
| 6    | 8800182-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **      | 1850 | \$8.1400  | \$15,059.00    |
|      |               | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |           |                |
| 7    | 8800182-000GM | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Leave V8 - per employee** TRUSTED PRODUCT **      | 50   | \$2.4500  | \$122.50       |
|      |               | Period of Performance: 7/13/2021 to 10/31/2021. |            |  |      |           |                |

# Sales Quotation

**Continued**

| Item         | Part Number                 | Contract  | Trans Type | Product Description  | Qty  | Price        | Extended Price |
|--------------|-----------------------------|---|------------|--|------|--------------|----------------|
| 8            | 8800185-000GM               | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **            | 1850 | \$0.9300     | \$1,720.50     |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| 9            | 8800185-000GM               | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **            | 50   | \$0.6900     | \$34.50        |
|              |                             | Period of Performance: 7/13/2021 to 10/31/2021. |            |  |      |              |                |
| 10           | 8800187-000GM               | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Mobile Employee V8 - per employee** TRUSTED PRODUCT **                | 10   | \$1.4200     | \$14.20        |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| 11           | 8800188-000GM               | GS-35F-0265X                                    | MNT        | Gold Maintenance for Workforce Mobile Manager V8 - per employee** TRUSTED PRODUCT **                 | 10   | \$11.5000    | \$115.00       |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| Group Total: |                             |   |            |  |      |              | \$71,425.80    |
| 12           | 99X9000-018                 | GS-35F-0265X                                    | HW MNT     | Optional Depot Exchange Maintenance for ALL above In Touch** TRUSTED PRODUCT **                      | 28   | \$229.2000   | \$6,417.60     |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| 13           | 99X2000-011                 | GS-35F-0265X                                    | HW MNT     | Depot Exchange 4500 Numeric Bar Code Modem** TRUSTED PRODUCT **                                      | 13   | \$216.8700   | \$2,819.31     |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| 14           | 99X2000-001                 | GS-35F-0265X                                    | HW MNT     | DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **                       | 3    | \$158.4800   | \$475.44       |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| 15           | 99X9043-001                 | GS-35F-0265X                                    | HW MNT     | Kronos Touch ID Biometric Option for InTouch H3/H4 Depot Exchange** TRUSTED PRODUCT **               | 5    | \$96.5100    | \$482.55       |
|              |                             | Period of Performance: 11/1/2020 to 10/31/2021. |            |  |      |              |                |
| Group Total: |                             |   |            |  |      |              | \$10,194.90    |
| 16           | ED-SUBSCRIPTION - 1501-2500 | GS-35F-0265X                                    | LIC        | KnowledgePass Ed Services Subscription 1501-2500 (POP: 11/01/2020 - 10/31/2021)** TRUSTED PRODUCT ** | 1    | \$3,556.3400 | \$3,556.34     |
| Group Total: |                             |   |            |  |      |              | \$3,556.34     |

|                             |             |
|-----------------------------|-------------|
| <b>HARDWARE MAINTENANCE</b> | \$10,194.90 |
| <b>LICENSE</b>              | \$3,556.34  |
| <b>SW MAINTENANCE</b>       | \$71,425.80 |
| <b>Grand Total</b>          | \$85,177.04 |

SID: 6042053  
11/01/2020 - 10/31/2021

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:  
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.  
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:  
[http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

**Commissioners Court - Regular Session****17.****Meeting Date:** 10/20/2020

Malpractice Insurance for Williamson County EMS FY21

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County EMS from Higginbotham Insurance for the annual premium of \$25,709.00.

**Background**

Purchasing solicited quotes for coverage of malpractice insurance. The request was issued for a period of 1 week and specifically submitted to those vendors known to provide the type of coverage required by the County. No responses were received for this request. EMS then reached out to their current carrier for a new proposal to continue coverage. There are numerous factors indicating that the benefits outweigh the risks of the county being self-insured with regard to EMS workers. As a result, the recommendation is to accept the coverage quoted for FY21 by Higginbotham for EMS workers, in the amount of \$25,709.00 for the annual premium. Funding source 01.0100.0540.004410. Department point of contact Mike Knipstein.

---

**Fiscal Impact**

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

**Attachments**

proposal

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:38 AM

10/15/2020 12:07 PM

Started On: 10/13/2020 04:36 PM

# INSURANCE PROPOSAL

*Prepared for:*

Williamson County EMS



**HIGGINBOTHAM®**  
Global Reach. Local Touch. Single Source.

2010 SW HK Dodgen Loop Suite 106, Temple, TX  
76504

(254) 217-8422 | [www.higginbotham.net](http://www.higginbotham.net)





## YOUR BUSINESS INSURANCE SERVICE TEAM

| Core Service Team   |                |                          |
|---|----------------|--------------------------|
| <b>Austin Malone, CLCS</b><br><i>Associate</i>              | (254) 761-2175 | AMalone@higginbotham.net |
| <b>Allison Lueck, ACSR</b><br><i>Account Manager</i>        | (254) 217-8624 | Alueck@higginbotham.net  |
| <b>Cadda Eary</b><br><i>Customer Service Representative</i> | (254) 386-1026 | Ceary@Higginbotham.net   |



## SUPPLEMENTAL TO PROPOSAL

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy and is not intended to reflect all terms and conditions or exclusions of each proposed policy. Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy. The insurance afforded by the listed proposed policy is subject to all terms, exclusions and conditions of such proposed policy. All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.



Date: 9/21/2020

### **Insurance Proposal For:**

Williamson County E.M.S.  
3189 SE Inner Loop  
Georgetown, TX 78626

|   |   |
|---|---|
| <b>Presented By:</b><br>Higginbotham Insurance Agency, Inc.<br>500 West 13th Street<br>Fort Worth, TX 76102<br><br>Phone: (800) 247-0712<br>Fax: (214) 987-2834 | <b>Emergency Services Insurance Program</b><br>McNeil & Company Insurance and Risk Services<br>P.O. Box 5670<br>67 Main Street<br>Cortland, NY 13045<br>Phone: (800) 822-3747<br>Fax: (607) 756-5051<br>Website: <a href="http://www.esip.com">www.esip.com</a> |
| <b>Carrier:</b> Arch Insurance Company    A.M. Best Rating: A+ Superior   |   |

***This proposal is valid for 90 days.***

# DISCLAIMER

## **GENERAL CONDITIONS:**

**This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.**

**The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.**

**Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.**

**Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.**

# OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at [www.esip.com](http://www.esip.com).

# NAMED INSURED

## Named Insured will read on the policy as:

### First Named Insured:

Williamson County E.M.S.

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

# GENERAL LIABILITY

## Limits of Insurance

|  |                     |
|--|---------------------|
| <b>General Aggregate</b>                       | <b>\$10,000,000</b> |
| <b>Products/Completed Operations Aggregate</b> | <b>\$10,000,000</b> |
| <b>Each Occurrence</b>                         | <b>\$1,000,000</b>  |
| <b>Personal &amp; Advertising Injury</b>       | <b>\$1,000,000</b>  |
| <b>Damage to Premises Rented to You *</b>      | <b>\$100,000</b>    |
| * Damage by Fire, Lightning or Explosion       |                     |
| <b>Medical Expense</b>                         | <b>\$5,000</b>      |

## Schedule of all Premises you Own, Rent or Occupy

**Location 1: 1781 E Old Settlers Blvd, Round Rock, TX 78665**

**Location 2: 150 Church Park St, Cedar Park, TX 78613**

**Location 3: 450 FM 1105, Georgetown, TX 78626**

**Location 4: 1612 Red Bud Ln., Round Rock, TX 78664**

**Location 5: 350 Deepwood Dr, Round Rock, TX 78681**

**Location 6: 1991 Rawhide Dr, Round Rock, TX 78681**

**Location 7: 200 Bagdad St, Leander, TX 78641**

**Location 8: 1311 Highland Dr, Cedar Park, TX 78613**

**Location 9: 301 Loop 332 , Liberty Hill, TX 78642**

**Location 10: 155 County Rd 313, Jarrell, TX 76537**

**Location 11: 2604 Northlawn Dr , Taylor, TX 76574**

**Location 12: 1427 N Main St, Taylor, TX 76574**

**Location 13: 501 Exchange Blvd , Hutto, TX 78634**

**Location 14: 16248 Great Oaks Dr, Round Rock, TX 78681**

**Location 15: 1570 Cypress Creek Rd, Cedar Park, TX 78613**

# GENERAL LIABILITY

## **Schedule of all Premises you Own, Rent or Occupy**

**Location 16: 1501 Cottonwood Creek Dr, Cedar Park, TX 78613**

**Location 17: 2721 Sam Bass Rd, Round Rock, TX 78681**

**Location 18: 3189 SE Inner Loop, Georgetown, TX 78626**

**Location 19: 301 S Patterson Ave, Florence, TX 76527**



## Coverages Included

### **Watercraft**

**Owned Watercraft less than 35 feet**

**Owned Unmanned Aircraft (Drones)**

### **Contractual Liability**

**Fund Raising Activities**

**Host Liquor Liability**

**Temporary Liquor Liability for Events Lasting 10 Days or Less**

### **Members as Insureds**

Includes Physicians acting within the scope of their duties for Insured

### **Fire and Rescue Service Liability**

Emergency Services E&O

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

### **Emergency Services Liability**

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

Employee Benefits Liability

Employment Related Practices Liability

Unintentional Release of Individually Identifiable Health Information

Outside Directorships

\$100,000 Non-Monetary Relief

# GENERAL LIABILITY

## Coverages Included

### **Pollution Liability**

#### **On-Premises**

Includes Above Ground Fuel Storage Tanks

#### **Off-Premises**

\$1,000,000 Sub-Limit for Corrective Action Costs

Includes short term pollution events arising from pesticide or herbicide application

### **Fellow Member Liability**

Bodily Injury and Property Damage

### **Property Damage to Rented Premises (other than fire) \$50,000**

### **Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

### **Bail Bonds - \$5,000**

### **Your Expenses - \$1,000 per day**

### **Blanket Additional Insured**

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

### **Waiver of Subrogation**

### **Newly Acquired/Formed Organizations - 180 Days**

### **Duties in the Event of an Occurrence, Offense, Claim or Suit**

Limits Persons Required to Give Notice

### **Liberalization**

### **Bodily Injury Includes Mental Anguish**

### **Damage to Customer's Autos - \$50,000**

# GENERAL LIABILITY

## Coverages Included

**Damage to Patient's Property - \$50,000**

## Coverages Included

### Network Security & Data Breach Liability

|   |              |
|---|--------------|
| Network Security & Data Breach Liability Each Event Limit | \$1,000,000  |
| Network Security & Data Breach Liability Aggregate Limit  | \$10,000,000 |
| Network Security & Data Breach Liability Retroactive Date | 10/09/2014   |

Provides liability coverage for third party claims or suits involving:

Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system

Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information

Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information

Transmission of malware from your computer system

A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

### Privacy Event Mitigation Expense

|   |            |
|---|------------|
| Privacy Event Mitigation Expense Each Event Limit | \$50,000   |
| Privacy Event Mitigation Expense Aggregate Limit  | \$50,000   |
| Privacy Event Mitigation Expense Retroactive Date | 10/09/2014 |

Provides coverage for reasonable and necessary fees and expenses for:

Computer forensic analysis of your computer system to determine the cause and extent of the privacy event

Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response

Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event

Costs associated with notifying affected parties of the privacy event

Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

# SAFETY AND TRAINING

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored policies. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

## ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

## Don't Forget About



E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

**For more information on our Risk Management Services or E-Learning, visit [esip.com](http://esip.com) or call 1-800-822-3747 ext. 176.**

# PREMIUM SUMMARY

## Policy Premium

|                    | Premium  | Includes TRIA of | Fees |
|--------------------|----------|------------------|------|
| Commercial Package | \$25,709 | \$76             |      |
| <b>Total:</b>      | \$25,709 | \$76             |      |

## Binding Requirements

Policy Request Form  
Signed Terrorism Form, only if rejecting coverage  
Signed Renewal Survey

## Additional Coverage Lines Available

Commercial Property  
Crime  
Business Automobile  
Commercial Inland Marine  
Commercial Umbrella  
Accident & Health  
Group Life  
24hr AD&D  
NetSafe Cyber Liability



# RECOMMENDATIONS

## **PROPERTY & CASUALTY COMMON INSURANCE COVERAGE RECOMMENDATIONS**

- Property Coverages
- Liability Coverages
- Cyber / Identity Theft / Crime
- Automobile Coverage
- Workers' Compensation Coverages
- Umbrella
- Directors & Officers Liability / Employment Practices / Fiduciary
- Foreign Coverages

## **BOND RECOMMENDATIONS**

- Contract
- Court
- Fidelity
- Financial Institution
- License & Permit
- Probate
- Public Official
- Surety

## **EMPLOYEE BENEFITS RECOMMENDATIONS**

- HR Services
- Group Medical
- Group Dental
- Group Life and Accidental Death & Dismemberment
- Long Term Care
- Section 125 Cafeteria Plans
- Short Term Disability
- Vision
- Individual Medical/Dental

## **LIFE DEPARTMENT RECOMMENDATIONS**

- Business Planning
- Estate Planning

## **RETIREMENT PLAN SERVICES RECOMMENDATIONS**

- Qualified Plans
- Non-Qualified Plans

## **PERSONAL LINES INSURANCE RECOMMENDATIONS**

- Automobile
- Home
- Flood/Earthquake
- Umbrella
- Farm & Ranch
- Watercraft/Recreational Vehicles
- Personal Articles Floater



## RECOMMENDATIONS

### **INSURANCE CERTIFICATE MANAGEMENT RECOMMENDATIONS**

#### ***CertCon Services (an affiliate of Higginbotham)***

- Reviews Certificates of Insurance to ensure that the requirements in Master Service Agreements, leases, subcontracts and other agreements are met
- Provides web access to the compliance status of any vendor, tenant or subcontractor
- Controls insurance costs by avoiding unnecessary claims payments under the policy
- Helps reduce premiums and keeps clients insurable

#### ***Certificate Processing***

- Helps to implement industry-specific agreements
- Requests and receives certificates from vendors, tenants, subcontractors, suppliers and others
- Analyzes certificates for compliance with agreements
- Mails or emails non-compliance reports requesting corrections
- Monitors expiration dates and requests renewal certificates
- Re-analyzes certificates upon renewal of insurance
- Updates clients of the insurance status (e.g. compliance standing, contract information, requirements, etc.) via website login



#### ***CertCon Services Contact***

Rick Carson, Director of Operations  
817-810-0870  
rcarson@certcon.com





## RECOMMENDATIONS

### **RISK MANAGEMENT INFORMATION SYSTEMS**

#### ***MyWavePortal®***

MyWave is a personalized Web site that allows you to click, connect and communicate with Higginbotham. It's designed to offer you time-saving resources that build convenience into managing your everyday work tasks—whether you want to collaborate with our agency online, quickly access timely news, information and resources, or connect with more than 100,000 peers in your industry.

- Collaboration Center
- Survey Benchmarking
- Community

#### ***MyWaveRM®***

Whether you're looking for flyers to help support your employee safety programs or searching for Workers' Compensation information, MyWave's Risk Management Center combines efficiency with user-friendly tools and resources you will use time and time again.

- Safetyzone
- Documents on Command
- Resources
- Online Services

#### ***MyWaveOSHA®***

To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily-accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

- Local and Resourceful
- OSHA Log Forms
- Reports and Analyses
- FAQs

### ***SUCCEED RISK MANAGEMENT CENTER™***

The Risk Management Center is a repository of tools that empowers you to proactively manage your risk exposures and reduce claims, losses and associated costs. Too, importing your claims data into the Center reveals the root causes of your losses through vivid reports. This information assists in determining the effectiveness of your overall property and casualty insurance programs and provides vital information for making loss control and risk management program changes. Nearly every exhibit contains brilliant charts to make the data easier to comprehend.

- Online Training Library
- Incident Tracking/Trending and Claims Reporting
- Employee Training Management
- Safety Data Sheet Management
- Behavior Based Safety Track
- Job Description Track
- Certificate of Insurance Management

**Commissioners Court - Regular Session****18.****Meeting Date:** 10/20/2020

Authorize the execution of the 90-day survivability period to RFP 13RFP00101

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving addendum to RFP 13RFP00101 to execute 90-day survivability period and authorizing execution of the addendum.

**Background**

Williamson County requires a re-bid for revision of the specifications and this addendum is allowing the survivability period to take effect.

---

**Fiscal Impact**

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

**Attachments**

Signed Addendum

---

**Form Review**

| Inbox                            | Reviewed By     | Date                            |
|----------------------------------|-----------------|---------------------------------|
| Purchasing (Originator)          | Kerstin Hancock | 10/15/2020 11:53 AM             |
| County Judge Exec Asst.          | Andrea Schiele  | 10/15/2020 12:08 PM             |
| Form Started By: Johnny Grimaldo |                 | Started On: 10/15/2020 08:48 AM |
| Final Approval Date: 10/15/2020  |                 |                                 |

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

---

**COUNTY ADDENDUM FOR  
BILLING AND ACCOUNTS RECEIVABLE  
SERVICE AGREEMENT  
FOR THIRD PARTY BILLING FOR EMS SERVICES  
(RFP #13RFP00101)**

---

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between Williamson County EMS, acting by and through Williamson County, Texas (hereinafter "Williamson County EMS"), a political subdivision of the State of Texas, and DM Medical Billings, LLC (hereinafter "Billing Service Provider"). The parties agree to the following additional terms:

**I.**

**Survivability:** All applicable agreements that were entered into between Respondent Billing Services Provider and Williamson County EMS under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

**II.**

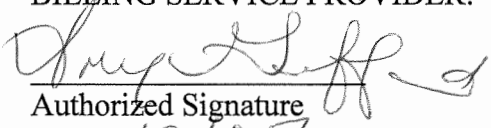
In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2020

BILLING SERVICE PROVIDER:

  
\_\_\_\_\_  
Authorized Signature  
Date: 10/07, 2020

**Commissioners Court - Regular Session****19.****Meeting Date:** 10/20/2020

Lexipol

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Lexipol, LLC and Williamson County for Online Subscription Services in the amount of \$6,446.00 and exempting this purchase from the competitive bidding requirement per TLGC Discretionary Exemption for 262.024 (a)(7)(A) and authorizing the execution of the agreement.

**Background**

This service is for the Williamson County Precinct 4 Constable's Office for Annual Law Enforcement Policy Manuals and Daily Training Bulletins for 12 months along with Annual Law Enforcement Supplemental Manual(s). The end-user contact will be Chief Deputy Brian Olson. This expenditure will be charged to 01.0100.0554.004210. Funding was approved in the FY21 budget.

---

**Fiscal Impact**

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

**Attachments**

Lexipol Agreement

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:55 AM

10/15/2020 11:18 AM

Started On: 10/12/2020 03:59 PM



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Williamson County Constable - Precinct 4  
Agency's Address: 412 Vance St  
Taylor, Texas 76574

Attention: Chief Deputy Brian Olson

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Attention: Jean Farmer

Effective Date: 10/1/2020  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Lexipol  
Signature:  \_\_\_\_\_  
Print Name: Van Holland  
Title: Chief Financial Officer  
Date Signed: 10/7/2020

**EXHIBIT A****SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES****Agency is purchasing the following:**

Annual Subscription for Law  
Enforcement Manuals

| QTY   | DESCRIPTION   | UNIT PRICE   | EXTENDED            |
|---|---|--------------|---------------------|
| 1   | Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months) | USD 5,530.00 | USD 5,530.00        |
| 1   | Annual Law Enforcement Supplemental Manual(s) (12 Months)                   | USD 916.00   | USD 916.00          |
|   | <b>Subscription Line Items Total</b>  |              | <b>USD 6,446.00</b> |
|   |   |              | <b>USD 6,446.00</b> |
| <b>Annual Subscription for Law Enforcement Manuals TOTAL:</b> |   |              | <b>USD 6,446.00</b> |

\*Law Enforcement pricing is based on 10 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any



Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, the venue of this contract shall be Williamson County, Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation. The parties agree to use of mediation for dispute resolution prior to any formal legal action being taken on this Contract.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

End of General Terms and Conditions

## EXHIBIT C

### Scope of Services

#### **Policy Manual**

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

#### **Daily Training Bulletins (DTBs)**

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

#### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

#### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

#### **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### **Supplemental Publication Service**

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

**Commissioners Court - Regular Session****20.****Meeting Date:** 10/20/2020

Sharp Electronics for Sheriff's Office - Holly St.

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the lease of one (1) Sharp MX-3071 copier to support the operations of Williamson County Sheriff's Office, in the amount of \$184.84 per month per terms of DIR Contract #DIR-CPO-4433.

**Background**

This item is for the approval of a 48-month lease for Sharp MX-3071 copier for the Sheriff's Office. The lease will cost \$184.84 per month (includes 1000 black copies/prints per month; overages at \$0.0085 each, 1000 colored copies/prints per month; overages at \$0.0500 each) per month, effective 11/01/2020. This includes, delivery, installation, parts, labor and toner. Department contact will be Mary Johnson. The expenditure will be charged to 01.0100.0560.004621.

---

**Fiscal Impact**

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

**Attachments**

Sharp Copier Holly St

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:30 AM

10/15/2020 11:15 AM

Started On: 10/07/2020 04:29 PM

FR 124020

# SHARP

## STATE OF TEXAS DIR-CPO-4433 QUOTE

|                 |   |           |            |
|-----------------|---|-----------|------------|
| 1/16/2020       | SHARP Electronics Corp.; C/O Sharp Business Systems | Date:     | 09/09/20   |
| Address:        | 100 Paragon Drive Box Q                             | Quote No. | Sher-Holly |
| City, State Zip | Montvale, NJ 07645                                  |           |            |

|                                    |                                    |
|------------------------------------|------------------------------------|
| Customer Name/Invoice Address:     | Delivery Address:                  |
| Williamson County Sheriff's Office | Williamson County Sheriff's Office |
| 508 Rock Street                    | 107 Holly St.                      |
|                                    |                                    |
| Georgetown, TX 78626               | Georgetown, TX 78626               |

|  |                    |  |                    |
|--|--------------------|--|--------------------|
| Contact Name:                                      | Mary Johnson       | Phone:   | 512.941.1313       |
|  |                    | E-Mail:  | mjohnson@wilco.org |
| Sharp Business Systems, M.D. Leonard               | Quoting Dealer:    | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |                    |
| Authorized Signature<br><i>M. Leonard</i> 09/09/20 | Installing Dealer: | Sharp Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |                    |

| Item                                       | Description  | Quantity |               | Cost/Mo.  |
|--|--|----------|---------------|-----------|
|  | <b>Sharp MX-3071; 30 ppm Digital Full Color Copier</b><br>w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer<br><br>MX-DE26N; Stand with (2) X 550 Sheet add'l Paper Drawers<br>Plus 100 Sheet Bypass Tray<br><br>MX-FN27N; Inner Finisher<br>MX-PN14B; Hole Punch Unit<br><br>MX-FX15; Fax Kit<br>Includes:<br>1,000 BLK copies/prints per mo.; Overages @ \$0.0085 ea.<br>1,000 CLR copies/prints per mo.; Overages @ \$0.0500 ea.<br><br>Includes:<br>Delivery, Installation, Training, Professional Services,<br>Parts, Labor, Toner, and Staples. | 1        |               | \$ 184.84 |
| State of Texas 48 Month DIR-CPO-4433 Lease |  |          | Monthly Total | \$ 184.84 |

**Commissioners Court - Regular Session****21.****Meeting Date:** 10/20/2020

Sharp Copier County Atty

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the lease with Sharp Electronics Corp for two (2) copiers in the amount of \$143.00 per month and \$210.12 per month for the County Attorney's Office, pursuant to DIR Contract #DIR -CPO-4433.

**Background**

Approval of these two leases will support the operations of the Williamson County Attorney's office for a term of 48 months per machine. The cost of the first machine is at \$210.12 per month, with overages being billed at \$0.0070 each including 10,000 copies/prints per month, delivery, installations, training, professional services, parts, labor and staples. The second machine is at \$143.00 per month with overages being billed at \$0.0072 each including 5,000 copies/prints per month, delivery, installation, training, professional services, parts, labor and staples. The expenditure will be charged to 01.0100.0475.004621. Department contact is Stephanie Lloyd.

---

**Fiscal Impact**

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

**Attachments**

Sharp County Atty

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Laura Zavala

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:31 AM

10/15/2020 11:44 AM

Started On: 10/01/2020 09:41 AM



# SHARP ELECTRONICS CORPORATION

## STATE OF TEXAS DIR-CPO-4433 QUOTE

|                        |   |                           |          |
|------------------------|---|---------------------------|----------|
| <b>Vendor Name:</b>    | SHARP Electronics Corp.; C/O SHARP Business Systems | <b>Date:</b>              | 09/30/20 |
| <b>Address:</b>        | 100 Paragon Drive Box Q                             | <b>Quote No:</b> WCAO, 01 |          |
| <b>City, State Zip</b> | Montvale, NJ 07645                                  |                           |          |

|                                       |                          |
|---------------------------------------|--------------------------|
| <b>Customer Name/Invoice Address:</b> | <b>Delivery Address:</b> |
| Williamson County                     | Williamson County        |
| County Attorney's Office              | County Attorney's Office |
| 405 MLK                               | 405 MLK                  |
| Georgetown, TX 78626                  | Georgetown, TX 78626     |

|  |                 |                             |  |
|--|-----------------|-----------------------------|--|
| <b>Contact Name</b>  | Stephanie Lloyd | <b>Phone:</b>               | 512.943.1116   |
|  |                 | <b>E-Mail:</b>              | slloyd@wilco.org   |
| <b>SHARP Business Systems, M.D. Leonard</b>                      |                 | <b>Quoting Reseller:</b>    | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |
| <b>Dealer Authorized Signature</b><br><i>M. Leonard 09/30/20</i> |                 | <b>Installing Reseller:</b> | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |


| Item                              | Description   | QTY | Price/ Mo.    | Total/ Mo. |
|-----------------------------------|---|-----|---------------|------------|
| 1                                 | Sharp MX-M4071; 40ppm Networked Digital Copier<br>w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer<br><br>MX-DE25N; Stand with (1) X 550 sheet paper drawer<br><br>MX-FN27N; Inner Finisher<br><br>MX-PN14B; 3 Hole Punch | 1   | \$143.00      | \$143.00   |
|                                   | Includes:<br>5,000 Copies/Prints per month<br>5,001+ @ \$0.0072 ea.   |     |               |            |
|                                   | Includes: Delivery, Installation, Training,<br>Parts, Labor, Toner, and Staples.  |     |               |            |
| State of Texas DIR 48 Month Lease |   |     | Monthly Total | \$143.00   |

# SHARP ELECTRONICS CORPORATION

## STATE OF TEXAS DIR-CPO-4433 QUOTE

|                        |   |                           |          |
|------------------------|---|---------------------------|----------|
| <b>Vendor Name:</b>    | SHARP Electronics Corp.; C/O SHARP Business Systems | <b>Date:</b>              | 09/30/20 |
| <b>Address:</b>        | 100 Paragon Drive Box Q                             | <b>Quote No:</b> WCAO, 02 |          |
| <b>City, State Zip</b> | Montvale, NJ 07645                                  |                           |          |

|                                       |                          |
|---------------------------------------|--------------------------|
| <b>Customer Name/Invoice Address:</b> | <b>Delivery Address:</b> |
| Williamson County                     | Williamson County        |
| County Attorney's Office              | County Attorney's Office |
| 405 MLK                               | 405 MLK                  |
| Georgetown, TX 78626                  | Georgetown, TX 78626     |

|  |                 |                             |  |
|--|-----------------|-----------------------------|--|
| <b>Contact Name</b>  | Stephanie Lloyd | <b>Phone:</b>               | 512.943.1116   |
|  |                 | <b>E-Mail:</b>              | slloyd@wilco.org   |
| <b>SHARP Business Systems, M.D. Leonard</b>  |                 | <b>Quoting Reseller:</b>    | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |
| <b>Dealer Authorized Signature</b><br> 09/30/20 |                 | <b>Installing Reseller:</b> | SHARP Business Systems, 2600 Longhorn Blvd., Ste 102<br>Austin, Texas 78758 512-835-1000 MDL |

| Item                              | Description   | QTY | Price/ Mo. | Total/ Mo.    |
|-----------------------------------|---|-----|------------|---------------|
| 1                                 | Sharp MX-M6071; 60ppm Networked Digital Copier<br>w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer<br><br>MX-DE27N; Stand with (3) X 550 sheet paper drawer<br><br>MX-FN27N; Inner Finisher<br><br>MX-PN14B; 3 Hole Punch | 1   | \$210.12   | \$210.12      |
|                                   | Includes:<br>10,000 Copies/Prints per month<br>10,001+ @ \$0.0070 ea.   |     |            |               |
|                                   | Includes: Delivery, Installation, Training,<br>Parts, Labor, Toner, and Staples.  |     |            |               |
| State of Texas DIR 48 Month Lease |   |     |            | Monthly Total |
|                                   |   |     |            | \$210.12      |

# SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:

SHARP ELECTRONICS CORPORATION  
C/O SHARP BUSINESS SYSTEMS  
100 PARAGON DRIVE BOX Q  
MONTVALE, NJ 07495

SHIP TO:

WILLIAMSON COUNTY ATTORNEY'S OFFICE  
405 S. MLK, STE 232  
GEORGETOWN, TX 78626

REQUESTED BY: LLOYD, STEPHANIE  
512.943.1283

BILL TO:

WILLIAMSON COUNTY ATTORNEY'S OFFICE  
405 S. MLK, STE 232  
GEORGETOWN, TX 78626

| <u>Description</u>   | <u>Price</u> | <u>Per</u> | <u>Amount</u> |
|--|--------------|------------|---------------|
| 1. SHARP MX-M4071, MX-DE25N,<br>MX-FN27N, MX-PN14B<br>\$143.00 PER MO.<br>FROM 12/01/20 THRU 09/30/20<br>SERVICE FOR 5,000 COPIES PER MONTH<br>5,001+ @ \$0.0072 ea.   | 1.00         | 1,430.00   | 1,430.00      |
| 2. SHARP MX-M6071, MX-DE27N,<br>MX-FN27N, MX-PN14B<br>\$210.12 PER MO.<br>FROM 12/01/20 THRU 09/30/20<br>SERVICE FOR 10,000 COPIES PER MONTH<br>10,001+ @ \$0.0070 EA. | 1.00         | 2,101.20   | 2,101.20      |

NOTES TO SUPPLIER:

48 MONTH DIR-CPO-4433 LEASE

Total 3,531.20

AUTHORIZED BY:

**Commissioners Court - Regular Session****22.****Meeting Date:** 10/20/2020

TX ST Library Com Blanket PO

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for microfilm and storage to the Texas State Library Commission in the amount of \$95,000.

**Background**

Approval of this blanket purchase order will support the operations of the Williamson County Clerk's Office. The original agreement for this purchase was approved by commissioner's court on 9/29/2020. The Texas State Library Commission has the authority to provide and invoice for these services as granted in Texas Government Code Chapter 441, § 441.006, § 441.017, and § 441.182. Agreement has a not to exceed amount of \$98,400. This expenditure will be charged to 01.0384.0384.004550. Department contact is Nancy Rister.

---

**Fiscal Impact**

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

**Attachments**

Original Agreement

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Kerstin Hancock

Andrea Schiele

**Date**

10/15/2020 11:49 AM

10/15/2020 12:00 PM

Started On: 10/13/2020 02:19 PM

# **Contract for Storage & Imaging Services for Fiscal Year 2021**

Texas State Library and Archives Commission  
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-21-1246

WillCo Contract or Purchase Order Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

## **I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES**

### **Receiving Agency**

Name: Williamson County Clerk  
Agency Code: 1246.01  
Contact Person: Nancy Rister  
Contact Phone: (512) 943-1549  
Contact Email: nrister@wilco.org

### **Performing Agency**

Name: Texas State Library and Archives Commission  
Agency Code: 306  
TINS No: 33063063060013  
Contact Person: Dee Riley  
Phone: (512) 475-5151

## **II. STATEMENT OF SERVICES TO BE PERFORMED**

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

## **III. FEE SCHEDULE CALCULATION**

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.



Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2020.

#### IV. CONTRACT AMOUNT

The maximum amount of this Contract is \$98,400.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, \$8,400.00 of this amount is designated for storage services and \$90,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

#### V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at [ar@tsl.texas.gov](mailto:ar@tsl.texas.gov) if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: [nrister@wilco.org](mailto:nrister@wilco.org).

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission  
State and Local Records Management  
Email: [ar@tsl.texas.gov](mailto:ar@tsl.texas.gov)

#### VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission  
Accounts Receivable  
Box 12516  
Austin, TX 78711-2516

**VII. CANCELLATION OF CONTRACT**

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

**VIII. TERM OF CONTRACT**

This Contract begins September 1, 2020 and terminates on August 31, 2021.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY

Williamson County Clerk

By: Bill Gravell, Jr.

Bill Gravell, Jr.

County Judge

Date: 9/29/2020

PERFORMING AGENCY

Texas State Library and Archives Commission

By: Donna Osborne

Donna Osborne

Chief Operations and Fiscal Officer

Oct 1, 2020

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

By: Sarah Swanson

Sarah Swanson (Oct 1, 2020 10:31 CDT)

Sarah Swanson

General Counsel

Oct 1, 2020

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

By: Craig Kelso

Craig Kelso (Oct 1, 2020 11:00 CDT)

Craig Kelso

Division Director - SLRM

Oct 1, 2020

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

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov





TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING DIGITAL SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

| Standard Capture (NIGP CODE)                                       |           | Imaging up to 8.5x14         |              |
|--|-----------|------------------------------|--------------|
| 1. B & W 200 DPI (920-30-01)                                       | Per Image | \$                           | 0.030        |
| 2. B & W 300 DPI (920-30-02)                                       | Per Image | \$                           | 0.032        |
| 3. B & W 400 DPI (920-30-03)                                       | Per Image | \$                           | 0.035        |
| 4. B & W 600 DPI (920-30-04)                                       | Per Image | \$                           | 0.040        |
| 5. Color 300 DPI (920-30-05)                                       | Per Image | \$                           | 0.040        |
| 6. Color 400 DPI (920-30-06)                                       | Per Image | \$                           | 0.045        |
| 7. Color 600 DPI (920-30-07)                                       | Per Image | \$                           | 0.050        |
| Large Format Image Capture   |           | Imaging up to 48 inches wide |              |
| 8. 200 DPI (920-30-08)   | Per Image | \$                           | 0.900        |
| 9. 300-600 DPI (920-30-09)   | Per Image | \$                           | 1.000        |
| Transparency Media Capture   |           | Not Available                |              |
| Image Processing   |           | OCR/Searchable PDF           |              |
| 10. 200 DPI (920-30-10)  | Per Image | \$                           | 0.030        |
| 11. 300 DPI (920-30-11)  | Per Image | \$                           | 0.030        |
| 12. 400 DPI (920-30-12)  | Per Image | \$                           | 0.030        |
| 13. 600 DPI (920-30-13)  | Per Image | \$                           | 0.040        |
| Microform Conversion   |           |                              |              |
| 14. Microfilm to Digital (920-30-14)                               | Per Image | \$                           | 0.10         |
| 15. Microfiche to Digital (920-30-15)                              | Per Image | \$                           | 0.12         |
| Index Field - Type 1   |           | Automated Process            | Per Document |
| 16. 15 Characters (958-82-18)                                      | Per Field | \$                           | 0.030        |
| 17. 16-30 Characters (958-82-19)                                   | Per Field | \$                           | 0.030        |
| 18. 31-45 Characters (958-82-20)                                   | Per Field | \$                           | 0.030        |
| 19. 46-225 Characters (958-82-21)                                  | Per Field | \$                           | 0.030        |
| Index Field 2 - Type 2   |           | Manual capture within doc    |              |
| 20. 15 Characters (958-82-22)                                      | Per Field | \$                           | 0.045        |
| 21. 16-30 Characters (958-82-23)                                   | Per Field | \$                           | 0.055        |
| 22. 31-45 Characters (958-82-24)                                   | Per Field | \$                           | 0.075        |
| 23. 46-100 Characters (958-82-25)                                  | Per Field | \$                           | 0.110        |
| 24. 101-255 Characters (958-82-26)                                 | Per Field | \$                           | 0.160        |
| Special Document Handling  |           |                              |              |
| 25. Storage in Climate-Controlled Center While Imaging (962-95-10) | Per Day   | No Charge                    |              |
| Capture From Special Formats                                       |           |                              |              |
| 26. Photographic Prints (920-30-16)                                | Per Image | Contact Imaging              |              |
|  |           |                              |              |
| 27. Photographic Negatives (920-30-17)                             | Per Image | Not Available                |              |
| 28. Newspaper (920-30-18)  | Per Image | Contact Imaging              |              |



**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION**  
**State & Local Records Management Division**  
**IMAGING DIGITAL SERVICES**  
**FEE SCHEDULE (FY 2021)**

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

|  |                            |                    |
|--|----------------------------|--------------------|
| 29. X-Rays (920-30-19)   | Per Image                  | Not Available      |
| 30. Manuscripts (920-30-20)  | Per Image                  | Contact Imaging    |
| 31. Drawings (920-30-21)   | Per Image                  | Contact Imaging    |
| 32. Bound Books (920-30-22)  | Per Image                  | Contact Imaging    |
| <b>Enhancing Images</b>  |                            |                    |
| 33. Simple Enhancements (920-30-23)                                  | Per Image                  | \$ 0.020           |
| 34. Major Enhancements (920-30-24)                                   | Per Image                  | \$ 0.040           |
| <b>Delivery Media By Storage Type</b>                                |                            |                    |
| 35. USB/Portable Hard Drive (Kept by customer) (920-34-01)           | Per Drive                  | At Cost            |
| 36. USB/Portable Hard Drive (Returned at end of project) (920-34-01) | Per Drive                  | No Charge          |
| 37. Media By Data Exchange (920-34-01)                               | Per Gigabyte               | No Charge          |
| 38. Imaging Repository Hosting/Repository Maintenance (920-34-01)    |                            | Not Available      |
| <b>Personnel</b>   |                            |                    |
| 39. Document Preparation (958-82-13)                                 | Per Hour                   | \$ 40.000          |
| 40. Re-Preparation Services (958-52-18)                              | Per Hour                   | \$ 40.000          |
| 41. Project Manager/Project Planning (958-82-19)                     |                            | No Charge          |
| <b>Transportation</b>  |                            |                    |
| 42. Pickup/Delivery (958-82-06)                                      | Inside Austin City Limits  | Per Trip \$ 11.000 |
| 43. Pickup/Delivery (958-82-09)                                      | Outside Austin City Limits | Per Mile \$ 1.250  |
| 44. Postage and Handling (915-58-01)                                 | Per Shipment               | At Cost            |
| <b>Destruction</b>   |                            |                    |
| 45. Paper (958-82-02)  | Per Box                    | \$ 2.750           |
| 46. Microforms (958-82-02)   | Per Reel/Set of Fiche      | \$ 2.750           |





TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING DIGITAL SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

| Other Services   |                    |                 |
|--|--------------------|-----------------|
| 47. Special Projects (920-30-25)   | Per Project        | Contact Imaging |
| 48. Minimum Order (920-30-26)  | Per Project        | \$150.000       |
| 49. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10)   | Per Page/Per Frame | \$0.20          |
| <i>Note; circulation and research fees also applied for pull and refile (See Records Storage Services Fee Schedule Items 15 and 26).</i> |                    |                 |
| Location of Scanning - At SRC only   |                    |                 |
| Storage /Circulation of Source Material after Imaging  |                    | See Storage Fee |



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING DIGITAL SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

The Imaging Services Unit of the State Records Center offers digital imaging services to state agencies and local governments.

**1-7. Standard Capture:** These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.

**8-9. Large Format Image Capture:** This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.

**10-13. Image Processing (OCR/Searchable PDF):** This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.

**14. Microfilm Conversion:** For the conversion of microfilm from either 16 or 35mm reel film to a digital format.

**15. Microfiche Conversion:** For the conversion of Microfiche (Sheet film) to a digital format.

**16-19. Automated Index Fields:** Indexes (titles) autogenerated by the system or scanner (No data entry required).

**20. Manual Index Field, up to 15 Characters:** No more than 15 characters data entered by TSLAC's Imaging staff per field.

**21. Manual Index Field, 16-30 Characters:** Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.

**22. Manual Index Field, 31-45 Characters:** Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.

**23. Manual Index Field, 46-100 Characters:** Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.

**24. Manual Index Field, 101-255 Characters:** From 101 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.

**25. Storage in Climate-Controlled Center While Imaging:** For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 42-44.

**26-32. Capture from Special Formats:** For physical media that is not on standard paper stock or paper that is larger than 48 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests received to image and is not intended to represent the only types of media TSLAC will consider. Please contact Imaging Services for additional information.

**33. Image Enhancement, Simple Enhancements:** This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.

**34. Image Enhancement, Major Enhancement:** This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.





TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING DIGITAL SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

- 35. USB/Hard Drive:** The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
- 36. USB/Hard Drive:** Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
- 37. Media By Data Exchange –** The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
- 38. Imaging Repository Hosting/Repository Maintenance:** All images will be returned to the agency prior to being deleted from TSLAC's servers.
- 39. Document Preparation:** Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of \$10.00
- 40. Re-preparation Services:** Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.
- 41. Project Manager/Project Planning –** No additional charges are assessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
- 42. Regular Deliveries/Pickups (in City of Austin):** Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
- 43. Delivery Mileage Charge (outside City of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
- 44. Postage and Handling:** Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
- 45. Paper Disposition –** Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
- 46. Microform Disposition -** Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
- 47. Special Projects:** Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
- 48. Minimum Order of Digital Imaging Services:** of \$150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.
- 49. Scan on Demand:** Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15 and 26).



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING DIGITAL SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

**Definitions**

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

**Agency:** A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

**Customer:** Includes state agencies and units of local government.

**Local Government:** A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

**Index:** An index is a list of data, such as group of files or database entries. It is typically saved in a plain text format that can be quickly scanned by a search algorithm.





TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
RECORDS STORAGE SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

| RECORDS STORAGE SERVICES<br>(NIGP CODE)                  | Unit           | Fee       |
|--|----------------|-----------|
| 1. Records Center Stack Storage (962-95-01)              | Cubic Ft (CF)* | \$ 0.20   |
| 2. Oversize Documents (962-95-02)                        | Call for quote |           |
| 3. Map Storage (962-95-03)                               | Call for quote |           |
| 4. Microfilm storage – 16 mm roll (962-95-04)            | Each           | \$ 0.07   |
| 5. Microfilm storage – 35 mm roll (962-95-05)            | Each           | \$ 0.14   |
| 6. Microfiche storage (962-95-06)                        | Per sheet      | \$ 0.0015 |
| 7. Microfilm storage – Quarantine 16 mm roll (962-95-07) | Each           | \$0.21    |
| 8. Microfilm storage – Quarantine 35 mm roll (962-95-08) | Each           | \$0.42    |
| 9. Microfilm storage – Quarantine Microfiche (962-95-09) | Each           | \$0.0045  |
| 10. Disaster Recovery – storage (990-28-01)              | CF             | \$ 3.50   |
| 11. Disaster Recovery – circulation (990-28-02)          | CF             | \$ 5.00   |

*Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.*

**\*NOTE: \$0.20 per cubic foot equals \$0.24 per standard record storage box.**



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
RECORDS STORAGE SERVICES  
FEE SCHEDULE (FY 2021)

| ACTIVITIES SERVICES   | Unit               | Fee     |
|---|--------------------|---------|
| 12. Accessions (958-82-01)  | Each               | \$ 1.10 |
| 13. Disposal and destruction (958-82-02)  | Each               | \$ 2.75 |
| 14. Permanent Withdrawal (958-82-03)  | Each               | \$ 2.75 |
| 15. Circulation (958-82-04)   | Each               | \$ 1.75 |
| 16. Rush Circulation (958-82-05)  | Each               | \$ 3.50 |
| 17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)  | Each               | \$11.00 |
| 18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)   | Each               | \$22.00 |
| 19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)   | Each*              | \$ 0.50 |
| 20. Delivery mileage charge (outside City of Austin) (958-82-09)  | Per mile           | \$ 1.25 |
| 21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10)<br><i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i> | Per page/Per frame | \$ 0.20 |
| 22. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11)<br><i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i>   | Per page           | \$1.00  |

\*Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.

| OTHER SERVICES  | Unit      | Fee     |
|---|-----------|---------|
| 23. Data entry – per line (958-82-12)                                 | Per line  | \$ 0.50 |
| 24. Relabel – box or file (958-82-17)                                 | Each      | \$2.00  |
| 25. Document Preparation (if required for scan on demand) (958-82-13) | Per hour* | \$40.00 |
| 26. Research – box, file, microform assistance (958-82-14)            | Per hour* | \$40.00 |
| 27. Special reports – research and generation (958-82-15)             | Per hour* | \$40.00 |
| 28. Minimum monthly charge (958-82-16)                                | Each      | \$15.00 |

\*Charged in 15-minute increments.



## Records Storage Service Descriptions

**1. Records Center Stack Storage:** The monthly fee is \$0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to \$0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

**2. Oversize Documents:** If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

**3. Map Storage:** Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by-case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

**4-6. Microform Storage:** Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of \$0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is \$0.0015.

**7. Microfilm Storage – Quarantine 16 mm roll:** Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 16 mm microfilm stored in this area will be charged a rate of \$0.21 per roll, per month.

**8. Microfilm Storage – Quarantine 35 mm roll:** Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 35 mm microfilm stored in this area will be charged a rate of \$0.42 per roll, per month.

**9. Microfilm Storage – Quarantine Microfiche:** Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfiche stored in this area will be charged a rate of \$0.0045 per sheet, per month.

**10. Disaster Recovery Vault Storage:** The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

**11. Disaster Recovery Vault Circulation Services:** The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.

**12. Accession Services:** The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves. The charge is per item (box, reel, etc.).

**13. Disposal and Destruction Services:** The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

**14. Permanent Withdrawal Services:** The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

**15.1 Circulation Services:** The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

**15.2 Microfiche Circulation:** Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

**16. Rush Circulation Services:** The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

**17. Regular Deliveries/pickups (in City of Austin):** Records requested will typically be delivered within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

**18. Rush Deliveries/Pickups (in City of Austin):** Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

**19. Special Deliveries/Pickups surcharge (in City of Austin):** This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

**20. Delivery Mileage Charge (outside City of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

**21. Scan on Demand:** Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

**22. Scan on Demand oversize documents:** Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. Circulation and research charges also apply to the scan on demand service. (Items 15 and 26).

**23. Data Entry:** The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of \$0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

**24. Relabel:** When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

**25. Document Preparation (if required for scan on demand):** Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of \$10.00.

**26. Research – box, file, microform assistance:** hourly charge of \$40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of \$10.00.

**27. Special reports – research and generation:** hourly charge of \$40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of \$10.00.

**28. Monthly Minimum Storage Fee:** A minimum monthly storage fee of \$15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

**Other Services:** Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

### **Definitions**

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

**Agency:** A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

**Cubic Foot (CF):** The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

**Customer:** Includes state agencies and units of local government.

**Disaster recovery services:** The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

**Local Government:** A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
State & Local Records Management Division  
IMAGING MICROFILM SERVICES  
FEE SCHEDULE (FY 2021)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at 4400 Shoal Creek Boulevard in Austin, Texas.

| MICROFILMING IMAGING AND DUPLICATING SERVICES  | Unit               | Fee         |
|--|--------------------|-------------|
| 1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)   | Per Frame          | \$ 0.07     |
| 2. Frames Filmed (Digital Archive/16 mm) (915-68-01)   | Per Frame          | \$ 0.07     |
| 3. Frames Filmed (Digital Archive/35mm) (915-68-02)  | Per Frame          | \$0.17      |
| 4. Original Reels Processed (5 Mil) (915-68-03)  | Each               | \$18.50     |
| 5. Original Reels Processed (2.5 Mil) (915-68-04)  | Each               | \$24.00     |
| 6. Original Reels Processed (35 mm) (915-68-05)  | Each               | \$18.50     |
| 7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)   | Each               | \$35.00     |
| 8. Reels Duplicated Silver (35 mm Direct) (915-68-07)  | Each               | \$40.50     |
| 9. Reels Duplicated Silver (35 mm Print) (915-68-08)   | Each               | \$40.50     |
| 10. Reels Duplicated Silver (5 Mil) (915-68-09)  | Each               | \$29.50     |
| 11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)   | Each               | \$26.25     |
| 12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)   | Each               | \$31.50     |
| 13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)   | Each               | \$26.50     |
| 14. Jackets Loaded (915-68-13)   | Each               | \$2.50      |
| 15. Jackets Duplicated Diazo (915-68-14)   | Each               | \$2.00      |
| 16. Magazine Loaded (915-68-15)  | Each               | \$3.00      |
| 17. Document Preparation (958-82-13)   | Per hour*          | \$40.00     |
| 18. Postage (915-58-01)  | Each               | actual cost |
| 19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)   | Each               | \$11.00     |
| 20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)   | Each               | \$22.00     |
| 21. Delivery mileage charge (outside City of Austin) (958-82-09)   | Per Mile           | \$ 1.25     |
| 22. Minimum order for filming services (915-68-16)   | Each               | \$150.00    |
| 23. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10)<br><i>Note: circulation and research fees also applied for pull and refile (See Items 15 and 26 on Records Storage Services Fee Schedule)</i> | Per page/per frame | \$0.20      |

## Microfilming, Imaging and Duplicating Services Descriptions

The Imaging Services Unit of the State Library and Archives Commission's Records Management Division (RMD), offers some microfilm imaging services to state agencies and local governments. All microfilm produced by the unit meets the requirements found in the *Microfilming Standards and Procedures* for state agencies and local governments.

**1. Source Document Microfilming:** Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

**2-3. Digital Archiving Services:** Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

**4-6. Original Reels Processed:** For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

**7-13. Reels Duplicated:** A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

**14. Jackets Loaded:** Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

**15. Jackets Duplicated:** Microfiche diazo copy of jacket.

**16. Magazine Loaded:** Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The \$3 is for loading/unloading and adding a leader only.

**17. Document Preparation:** Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. \*Charges calculated in 15 minute increments with a minimum charge of \$10.00.

**18. Postage and Handling:** Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

**19. Regular Deliveries/Pickups (in City of Austin):** Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

**20. Expedited Deliveries/Pickups (in City of Austin):** Applies to same-day RUSH requests.

**21. Delivery Mileage Charge (outside City of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

**22. Minimum Order of Filming Services:** of \$150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

**23. Scan on Demand:** Applies to a per page or per frame of microforms fee for the State Records Center to scan a document and digitally transmit that document to the customer via email. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15 and 26).

**Other Services:** Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

## Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

**Agency:** A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

**Customer:** Includes state agencies and units of local government.

**Local Government:** A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

**Microfilm:** Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.













# TSL Contract for Storage Imaging Services for Fiscal Year 2021

Final Audit Report

2020-10-01

|                 |  |
|-----------------|--|
| Created:        | 2020-10-01                                   |
| By:             | Jansie Martin (jmartin@tsl.texas.gov)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAxu8Ck-5D4IzXKlykXeNtNfftY-GHRdXQ |

## "TSL Contract for Storage Imaging Services for Fiscal Year 2021" History

-  Document created by Jansie Martin (jmartin@tsl.texas.gov)  
2020-10-01 - 2:41:36 PM GMT- IP address: 204.65.194.100
-  Document emailed to Donna Osborne (dosborne@tsl.texas.gov) for signature  
2020-10-01 - 2:44:02 PM GMT
-  Email viewed by Donna Osborne (dosborne@tsl.texas.gov)  
2020-10-01 - 2:58:11 PM GMT- IP address: 204.65.194.100
-  Document e-signed by Donna Osborne (dosborne@tsl.texas.gov)  
Signature Date: 2020-10-01 - 2:59:04 PM GMT - Time Source: server- IP address: 204.65.194.100
-  Document emailed to Sarah Swanson (sswanson@tsl.texas.gov) for signature  
2020-10-01 - 2:59:07 PM GMT
-  Email viewed by Sarah Swanson (sswanson@tsl.texas.gov)  
2020-10-01 - 3:29:49 PM GMT- IP address: 104.47.55.126
-  Document e-signed by Sarah Swanson (sswanson@tsl.texas.gov)  
Signature Date: 2020-10-01 - 3:31:41 PM GMT - Time Source: server- IP address: 204.65.194.100
-  Document emailed to Craig Kelso (ckelso@tsl.texas.gov) for signature  
2020-10-01 - 3:31:43 PM GMT
-  Email viewed by Craig Kelso (ckelso@tsl.texas.gov)  
2020-10-01 - 3:59:38 PM GMT- IP address: 104.47.70.126
-  Document e-signed by Craig Kelso (ckelso@tsl.texas.gov)  
Signature Date: 2020-10-01 - 4:00:19 PM GMT - Time Source: server- IP address: 204.65.194.100

✔ Agreement completed.  
2020-10-01 - 4:00:19 PM GMT

**Commissioners Court - Regular Session****23.****Meeting Date:** 10/20/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #21

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #21 in the amount of \$4,511.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is for labor and materials to provide 8 data drops for the modular furniture in Open Office 501. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

Inner Loop Annex Renovation (P434) - Vaughn Change Order #21

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 11:08 AM

10/15/2020 10:41 AM

Started On: 10/14/2020 10:59 AM





301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 06, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0021

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$4,511 (four thousand five hundred eleven) dollars to provide 8 data drops to the modular furniture in Open Office 501 per RFI 35 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

**FORM B**

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0021

## QUOTATION :

| <u>Item</u>   | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|---|--------------|------------------|-------------|--------------|
| 8 data drops to the modular furniture in Open Office 501 per RFI 35 | \$0.00       | \$0.00           | \$4,050.00  | \$4,050.00   |

|        |        |        |            |            |
|--------|--------|--------|------------|------------|
| Totals | \$0.00 | \$0.00 | \$4,050.00 | \$4,050.00 |
|--------|--------|--------|------------|------------|

|                                   |        |
|-----------------------------------|--------|
| Insurance, Tax, Benefits on Labor | \$0.00 |
|-----------------------------------|--------|

|          |        |
|----------|--------|
| Overhead | \$0.00 |
|----------|--------|

|             |          |
|-------------|----------|
| Fee on Subs | \$405.00 |
|-------------|----------|

|            |        |
|------------|--------|
| Fee on JTV | \$0.00 |
|------------|--------|

|      |         |
|------|---------|
| Bond | \$56.38 |
|------|---------|

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

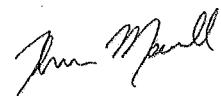
|       |            |
|-------|------------|
| TOTAL | \$4,511.38 |
|-------|------------|

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/6/2020

Accepted

VAUGHN CONSTRUCTION

By: By:   
Thomas MorrillDate 8-11-2020

Proposal Valid for 10 Days

Brandy A. Mynar-Olson, Account Manager  
 Brandy.Olson@TFEconnect.com | 254-741-2456  
 Paul Pelton, Structured Cabling Design Estimator  
 Paul.Pelton@TFEconnect.com | 512-819-6932

To: Vaughn Construction

Date: August 6, 2020

Attn: Thomas Morrill

RE: Williamson County - Inner Loop Annex & Radio Shack Building Renovation - Structured Cabling - RFI 0035 Modular Furniture Cabling

- Please Reference Quote Number on Correspondence -

| Qty   | Part #        | Description  | Price Each  | Extended                 |
|---|---------------|--|-------------|--------------------------|
| <b>Copper &amp; Fiber Section</b>             |               |  |             |                          |
| 4   | 7131800       | CAT6 4X CMP Blue   | \$ 256.10   | \$ 1,024.40              |
| 16  | CJ688TG8U     | CAT6 Insert Blue   | \$ 7.63     | \$ 122.08                |
| 8   | CFFPL2BL      | Minicom Furniture Faceplates                               | \$ 3.36     | \$ 26.88                 |
| 1   | CPPKL6TG48WBL | Patch Panel 48 Port Modular (PreLoaded)                    | \$ 755.16   | \$ 755.16                |
| 1   | TFE-MISC      | Miscellaneous Cables, Connectors and Installation Hardware | \$ 194.24   | \$ 194.24                |
| 1   | TFE-CABLE     | Labor & Installation                                       | \$ 1,558.80 | \$ 1,558.80              |
|   |               |  |             | <b>Total \$ 3,681.56</b> |
| <b>Labor &amp; Material Profit Margin 10%</b> |               |  |             | <b>\$368.15</b>          |
| <b>Change Order Total</b>                     |               |  |             | <b>\$ 4,049.71</b>       |

- \* Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
- \* If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- \* Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- \* Customer will provide an area, of adequate size, for storage of materials.
- \* Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- \* Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete
- \* TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- \* Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- \* Payment for material is due upon delivery.
- \* Customer is responsible for any applicable sales and/or use tax.

#### Scope

- \* Provide and Install data Cables for 8 Modular Work Stations in Area 600
- \* Cables to be routed from Modular Office Station to MDF/IDF.
- \* Terminate on Patch Panel at MDF/IDF as required.
- \* Terminate on RJ45 Minicom Jacks at Work Station as required.
- \* Terminate, test and Label all cables installed.

**Commissioners Court - Regular Session****24.****Meeting Date:** 10/20/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #22

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #22 in the amount of \$781.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is to provide and install sound insulation to Offices 707 and 708. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

Inner Loop Annex Renovation (P434) - Vaughn Change Order #22

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 11:08 AM

10/15/2020 10:40 AM

Started On: 10/14/2020 11:02 AM



301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 12, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$781 (seven hundred eighty-one) dollars to provide Provide and install sound insulation to Offices 707 and 708 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

## FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0022

QUOTATION :

| <u>Item</u> | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|-------------|--------------|------------------|-------------|--------------|
|             | \$474.00     | \$290.00         | \$0.00      | \$764.00     |

|        |                                   |          |        |          |
|--------|-----------------------------------|----------|--------|----------|
| Totals | \$474.00                          | \$290.00 | \$0.00 | \$764.00 |
|        | Insurance, Tax, Benefits on Labor |          |        | \$7.25   |
|        | Overhead                          |          |        | \$0.00   |
|        | Fee on Subs                       |          |        | \$0.00   |
|        | Fee on JTV                        |          |        | \$0.00   |
|        | Bond                              |          |        | \$9.76   |
|        | Remodel Tax                       |          |        | \$0.00   |
|        | TOTAL                             |          |        | \$781.01 |

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/12/2020

Accepted

VAUGHN CONSTRUCTION

By: 

By:   
Thomas Morrill

Date 8-20-2020

Proposal Valid for 10 Days

## Change in Work - Cost Analysis Form

|                        |   |            |          |
|------------------------|---|------------|----------|
| Project No. & Name:    | 2791-01 Wilco Annex Renovation                              | DATE       | 8/3/2020 |
| Contractor Name:       | Vaughn Construction   | Change No. | 022      |
| Description of Change: | Provide and install sound insulation to Offices 707 and 708 |            |          |

|   |       |                 |    |        |
|---|-------|-----------------|----|--------|
| <b>Work preformed by the Contractor's own employees</b> |       | <b>SUBTOTAL</b> | \$ | 664.64 |
| Work up to \$10,000.00, add...                          | 15.0% |                 | \$ | 99.70  |
| Work between \$10,000.01 and \$20,000.00, add...        | 10.0% |                 | \$ | -      |
| Work greater than \$20,000.00, add...                   | 7.5%  |                 | \$ | -      |

|                                       |           |               |
|---------------------------------------|-----------|---------------|
| Sales Tax 8.25%                       | \$        | -             |
| <b>TOTAL FOR THIS CHANGE PROPOSAL</b> | <b>\$</b> | <b>764.34</b> |

**Commissioners Court - Regular Session****25.****Meeting Date:** 10/20/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #23

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #23 in the amount of \$5,766.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is for labor and materials to provide saw cutting and pour-back across roundabout to feed the pole light, flag fixtures. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

Inner Loop Annex Renovation (P434) - Vaughn Change Order #23

Inner Loop Annex Renovation (P434) - Vaughn Change Order #23

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 11:08 AM

10/15/2020 10:41 AM

Started On: 10/14/2020 11:04 AM





301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 12, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0023

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$5,766 (five thousand seven hundred sixty-six) dollars to provide Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials. for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

**FORM B**

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0023

## QUOTATION :

| <u>Item</u>  | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|--|--------------|------------------|-------------|--------------|
| Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials. | \$0.00       | \$0.00           | \$5,176.00  | \$5,176.00   |

|               |  |        |            |                   |
|---------------|--|--------|------------|-------------------|
| <b>Totals</b> | \$0.00                                   | \$0.00 | \$5,176.00 | \$5,176.00        |
|               | <b>Insurance, Tax, Benefits on Labor</b> |        |            | \$0.00            |
|               | <b>Overhead</b>                          |        |            | \$0.00            |
|               | <b>Fee on Subs</b>                       |        |            | \$517.60          |
|               | <b>Fee on JTV</b>                        |        |            | \$0.00            |
|               | <b>Bond</b>                              |        |            | \$72.06           |
|               | <b>Remodel Tax</b>                       |        |            | \$0.00            |
|               | <b>TOTAL</b>                             |        |            | <b>\$5,765.66</b> |

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/12/2020

Accepted

VAUGHN CONSTRUCTION

By: DeWayne JonesBy: Thomas MorrillDate 8-20-2020

Proposal Valid for 10 Days



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

## Request for Change Order

08/04/2020

**TO:**

Vaughn Construction  
Doug Boram  
Houston, Texas 77042

**JOB:**

Project: Annex Renovation  
301 SE Inner Loop #109  
Georgetown, TX 78626

Change Order Number: 552 – 20

**CHANGE ORDER INFORMATION:** Refeeding Flag Fixture & Pole Light in roundabout

**WORK DESCRIPTION:** Includes cutting across roundabout to feed the pole light, flag fixtures, and associated materials.

The total amount of this Change Order is: **\$5,176.00**

Total Number of Working Days: **1**

**Exclusions:**

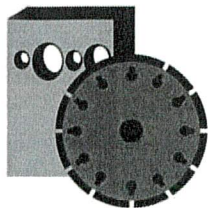
- Overtime
- Tax
- Sheetrock Cutting, or Repair
- Paint
- Concrete Cutting, Coring, Repair
- Asphalt Repair, Cutting

Sincerely,

*Dustin Doyle*

Dustin Doyle  
Doyle Electric, LLC  
512-743-5534

| Item# | Description                      | Qty    | Price  | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|-------|----------------------------------|--------|--------|------------|-----------|-------|------------|-----------|
| 1063  | 3/4" GRC (Difficult)             | 30.00  | 520.88 | C          | 156.26    | 13.50 | C          | 4.05      |
| 1194  | 3/4" PVC (Difficult)             | 20.00  | 88.02  | C          | 17.60     | 6.00  | C          | 1.20      |
| 1595  | 3/4" Locknut                     | 2.00   | 46.64  | C          | 0.93      | 0.12  | E          | 0.24      |
| 2087  | 3/4" PVC Female Adaptor          | 2.00   | 76.36  | C          | 1.53      | 0.16  | E          | 0.32      |
| 2661  | #10 THHN CU Stranded Wire        | 180.00 | 541.71 | M          | 97.51     | 7.50  | M          | 1.35      |
| 4409  | #14-12-10 Wire Termination Labor | 6.00   | 0.00   | E          | 0.00      | 0.18  | E          | 1.08      |
| 5079  | 4" Square Flat Blank Cover       | 2.00   | 552.58 | C          | 11.05     | 0.12  | E          | 0.24      |
| 6133  | Red Wirenuts                     | 6.00   | 145.79 | M          | 0.87      | 3.50  | C          | 0.21      |
| T0002 | 12X12 Quazite J-Box              | 2.00   | 162.00 | E          | 324.00    | 2.00  | E          | 4.00      |
|       |                                  |        |        |            | 609.75    | 12.69 |            |           |



**A-1 Coring, Inc.**

**Concrete Cutting &  
Scanning Specialist**

610 W. FRONT ST., STE 100  
HUTTO, TX 78634  
PH. 512-251-0292  
FAX 512-846-2536  
EMAIL: candice@alcoring.net

**July 28, 2020**

**To: DUSTIN  
DOYLE ELECTRIC**

**Re: WILLIAMSON COUNTY ANNEX BUILDING  
GEORGETOWN, TX**

A-1 Coring, Inc. proposes to furnish labor, material and equipment for the above listed project.

**SCOPE OF WORK:**

- 1. FLATSAW, BREAK AND REMOVE 25' OF TRENCH X 1' WIDE X 6" CONCRETE PAVING WITH CURBS ON EACH END**
- 2. FLATSAW BREAK AND REMOVE 1- SECTION OF SIDEWALK 10' X 5' X 4" CONCRETE**
- 3. POUR BACK CONCRETE SIDEWALK AND TRENCH AFTER UNDER GROUND WORK IS COMPLETE USING 3000 PSI CONCRETE AND #3 REBAR**

**PRICE: \$ 2,850.00 + TAX**

**EXCLUSIONS:**

- LAYOUT
- RETENTION
- PERMITS, FEES, & TAXES
- REMOVAL OR HANDLING OF ANY HAZARDOUS MATERIALS
- LOCATE, CAP OR PROTECT ANY UNDER LYING UTILITIES
- CLEANING & PREPARATION OF SURFACES
- CLEANING SURFACES DUE TO SAWING OR DRILLING
- BARRICADES OR PROTECTIVE COVERS

**PRICE BASED ON:**

- NORMAL WORKING HOURS
- ONE CONTINUOUS MOVE-ON FOR CONCRETE REMOVAL, EACH ADDITIONAL \$650.00
- ONE CONTINUOUS MOVE-ON FOR CONCRETE POUR BACK, EACH ADDITIONAL \$1,250.00
- OVERCUTS OKAY

Sincerely,

Ruben Delafuente

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

Company Name: \_\_\_\_\_

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

PLEASE NOTE PAYMENT POLICY: NET 30 ON CURRENT APPROVED OPEN ACCOUNTS  
ALL OTHERS PAYMENT UPON COMPLETION.



301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 12, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0023

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$5,766 (five thousand seven hundred sixty-six) dollars to provide Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials. for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

**FORM B**

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0023

## QUOTATION :

| <u>Item</u>  | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|--|--------------|------------------|-------------|--------------|
| Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials. | \$0.00       | \$0.00           | \$5,176.00  | \$5,176.00   |

|                                   |        |        |            |                   |
|-----------------------------------|--------|--------|------------|-------------------|
| Totals                            | \$0.00 | \$0.00 | \$5,176.00 | \$5,176.00        |
| Insurance, Tax, Benefits on Labor |        |        |            | \$0.00            |
| Overhead                          |        |        |            | \$0.00            |
| Fee on Subs                       |        |        |            | \$517.60          |
| Fee on JTV                        |        |        |            | \$0.00            |
| Bond                              |        |        |            | \$72.06           |
| Remodel Tax                       |        |        |            | \$0.00            |
| <b>TOTAL</b>                      |        |        |            | <b>\$5,765.66</b> |

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/12/2020

Accepted

VAUGHN CONSTRUCTION

By: DeWayne JonesBy: Thomas MorrillDate 8-20-2020

Proposal Valid for 10 Days



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

## Request for Change Order

08/04/2020

**TO:**

Vaughn Construction  
Doug Boram  
Houston, Texas 77042

**JOB:**

Project: Annex Renovation  
301 SE Inner Loop #109  
Georgetown, TX 78626

Change Order Number: 552 – 20

**CHANGE ORDER INFORMATION:** Refeeding Flag Fixture & Pole Light in roundabout

**WORK DESCRIPTION:** Includes cutting across roundabout to feed the pole light, flag fixtures, and associated materials.

The total amount of this Change Order is: **\$5,176.00**

Total Number of Working Days: **1**

**Exclusions:**

- Overtime
- Tax
- Sheetrock Cutting, or Repair
- Paint
- Concrete Cutting, Coring, Repair
- Asphalt Repair, Cutting

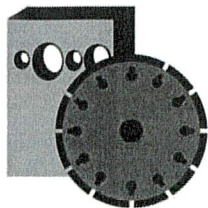
Sincerely,

*Dustin Doyle*

Dustin Doyle  
Doyle Electric, LLC  
512-743-5534



| Item# | Description                      | Qty    | Price  | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|-------|----------------------------------|--------|--------|------------|-----------|-------|------------|-----------|
| 1063  | 3/4" GRC (Difficult)             | 30.00  | 520.88 | C          | 156.26    | 13.50 | C          | 4.05      |
| 1194  | 3/4" PVC (Difficult)             | 20.00  | 88.02  | C          | 17.60     | 6.00  | C          | 1.20      |
| 1595  | 3/4" Locknut                     | 2.00   | 46.64  | C          | 0.93      | 0.12  | E          | 0.24      |
| 2087  | 3/4" PVC Female Adaptor          | 2.00   | 76.36  | C          | 1.53      | 0.16  | E          | 0.32      |
| 2661  | #10 THHN CU Stranded Wire        | 180.00 | 541.71 | M          | 97.51     | 7.50  | M          | 1.35      |
| 4409  | #14-12-10 Wire Termination Labor | 6.00   | 0.00   | E          | 0.00      | 0.18  | E          | 1.08      |
| 5079  | 4" Square Flat Blank Cover       | 2.00   | 552.58 | C          | 11.05     | 0.12  | E          | 0.24      |
| 6133  | Red Wirenuts                     | 6.00   | 145.79 | M          | 0.87      | 3.50  | C          | 0.21      |
| T0002 | 12X12 Quazite J-Box              | 2.00   | 162.00 | E          | 324.00    | 2.00  | E          | 4.00      |
|       |                                  |        |        |            | 609.75    | 12.69 |            |           |



**A-1 Coring, Inc.**

**Concrete Cutting &  
Scanning Specialist**

610 W. FRONT ST., STE 100  
HUTTO, TX 78634  
PH. 512-251-0292  
FAX 512-846-2536  
EMAIL: candice@alcoring.net

**July 28, 2020**

**To: DUSTIN  
DOYLE ELECTRIC**

**Re: WILLIAMSON COUNTY ANNEX BUILDING  
GEORGETOWN, TX**

A-1 Coring, Inc. proposes to furnish labor, material and equipment for the above listed project.

**SCOPE OF WORK:**

- 1. FLATSAW, BREAK AND REMOVE 25' OF TRENCH X 1' WIDE X 6" CONCRETE PAVING WITH CURBS ON EACH END**
- 2. FLATSAW BREAK AND REMOVE 1- SECTION OF SIDEWALK 10' X 5' X 4" CONCRETE**
- 3. POUR BACK CONCRETE SIDEWALK AND TRENCH AFTER UNDER GROUND WORK IS COMPLETE USING 3000 PSI CONCRETE AND #3 REBAR**

**PRICE: \$ 2,850.00 + TAX**

**EXCLUSIONS:**

- LAYOUT
- RETENTION
- PERMITS, FEES, & TAXES
- REMOVAL OR HANDLING OF ANY HAZARDOUS MATERIALS
- LOCATE, CAP OR PROTECT ANY UNDER LYING UTILITIES
- CLEANING & PREPARATION OF SURFACES
- CLEANING SURFACES DUE TO SAWING OR DRILLING
- BARRICADES OR PROTECTIVE COVERS

**PRICE BASED ON:**

- NORMAL WORKING HOURS
- ONE CONTINUOUS MOVE-ON FOR CONCRETE REMOVAL, EACH ADDITIONAL \$650.00
- ONE CONTINUOUS MOVE-ON FOR CONCRETE POUR BACK, EACH ADDITIONAL \$1,250.00
- OVERCUTS OKAY

Sincerely,

Ruben Delafuente

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

Company Name: \_\_\_\_\_

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

PLEASE NOTE PAYMENT POLICY: NET 30 ON CURRENT APPROVED OPEN ACCOUNTS  
ALL OTHERS PAYMENT UPON COMPLETION.

**Commissioners Court - Regular Session****26.****Meeting Date:** 10/20/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #24

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #24 in the amount of \$4,124.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is to provide and install carpet and base in Storage 800 and 501B. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

Inner Loop Annex Renovation (P434) - Vaughn Change Order #24

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:38 AM

Started On: 10/14/2020 11:06 AM



301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 18, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation  
Job No: 279101

Subj: Change Proposal No. 279101-0024

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$4,124 (four thousand one hundred twenty-four) dollars to provide Carpet and Base in Storage 800 and 501B per RFI 94 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

**FORM B**

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0024

## QUOTATION :

| <u>Item</u>  | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|--|--------------|------------------|-------------|--------------|
| Carpet and Base in Storage 800 and 501B per RFI 94 | \$0.00       | \$0.00           | \$3,702.00  | \$3,702.00   |

|        |                                   |        |            |                   |
|--------|-----------------------------------|--------|------------|-------------------|
| Totals | \$0.00                            | \$0.00 | \$3,702.00 | \$3,702.00        |
|        | Insurance, Tax, Benefits on Labor |        |            | \$0.00            |
|        | Overhead                          |        |            | \$0.00            |
|        | Fee on Subs                       |        |            | \$370.20          |
|        | Fee on JTV                        |        |            | \$0.00            |
|        | Bond                              |        |            | \$51.54           |
|        | Remodel Tax                       |        |            | \$0.00            |
|        | <b>TOTAL</b>                      |        |            | <b>\$4,123.74</b> |

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/18/2020

Accepted

VAUGHN CONSTRUCTION

By: Average DorabBy: Thomas MorrillDate 8-20-2020

Proposal Valid for 10 Days



~~October 9, 2019~~ August 18, 2020

A18053C

Camille Carpenter – Vaughn Construction  
[CCarpenter@vaughnconstruction.com](mailto:CCarpenter@vaughnconstruction.com)  
512-516-4569

Re: WILCO Inner Loop Annex & Radio Shop Building

Dear Camille,

Our proposal is as follows:

To provide labor and material necessary to install-

**- Carpet**

- C01 - Mohawk; Style: Hem Series; Color: Custom 955 Skinny with color 33C109 Electric Orange Sorbet as the accent Stripe; Size: 12"x36"; Herringbone
- C02 - Mohawk; Style: Hem Series; Color: Custom 955 Skinny with color 33C109 Electric Orange Sorbet as the accent Stripe; Size: 12"x36"; Ashlar

**Credit for accepting alternate carpet (\$6,000.00)**

- C03 - Carpet to match building standard

**- Resilient**

- VF02 - Armstrong; Pattern: Natural Creations; Item#: NA190; Color: Moroccan Sand; Style: Arborart Avila Oak; Size 4"x36"

**- Rubber Base**

- VF01 - Flexco; Profile: Millwork Reveal; Color: 48 Grey WG
- VF03 - Base to match existing
- Transitions (rubber)
- Minor Floor prep
- During normal business hours

Total **~~\$142,111.00~~ \$136,111.00**

**ASI01 & RFI 88,94,99:**

- **Storage 800 and 501B add Carpet and Base Wilco Inner Loop Annex & Radio Shop Bldg ADD \$3,702.00**

- This bid does **not** include sales tax on freight or materials. **No tile work is figured in Radio Shop Bldg.**
- Ceramic floor tile is Arizona per finish installed per TCNA F125 Thin set with Customs 9240 Waterproofing / Anti Fracture membrane over acceptable concrete by others with EPOXY grout.
- Ceramic wall is Arizona and Dal Tile per finish and elevations installed per TCNA W245 over backer board installed and prepared by others with High Performance grout.
- All metals are included per finish and details.

AUSTIN  
512 385 4574

DALLAS/FORT WORTH  
817 912 3200

RIO GRANDE VALLEY  
956 584 3592

SAN ANTONIO  
210 650 9670

Preferred Applicator of Texas



**SUPERCAP**  
The Next Generation Slab®

[www.intertechflooring.com](http://www.intertechflooring.com) | MAIN OFFICE: 1106 Smith Road, Austin, TX 78721 | W.E.Imhoff & Company, Inc.



- **\*Protection is supply and install only; does not include removal or maintaining of protection.**
- This proposal includes patching of minor holes and cracks but does not include the floating and leveling of rough and uneven concrete slabs.
- Intertech Flooring only uses environmentally safe adhesives as instructed in specifications.
- Workers Compensation and Liability Insurance cover all Intertech Flooring installers.

Respectfully submitted

*Billy Chrzan*

Billy Chrzan

Project Manager / Safety

Director of Wood Flooring

C 512.771.1880

O 512.385.4574 x-352

E [bchrzan@intertechflooring.com](mailto:bchrzan@intertechflooring.com)

**JOB SPECIFIC EXCLUSIONS:** This bid does not include floor protection, shop drawings; excludes floor floating, leveling or repair of concrete; cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes work after hours and weekends and multiple phases; excludes any permits required by state(s) or local requirements; caulking, expansion materials, any items not listed above, mortar beds under tile floors, sealers, supply, taping or install of backer board, work week is figured as 5 – 8 hour days. Overtime, demo, major floor prep, sealed concrete, Wood base, moisture or PH barriers, vacuuming, waxing, mopping and protection of our finished product from damage by others, any flooring service, product or its accessories not specifically mentioned above.

#### **MATERIALS TARIFF CONTINGENCY**

As a result of the well-publicized trade dispute between the United States government and a number of other countries, substantial tariffs on manufactured goods and materials have been imposed, and additional tariffs may be imposed in the future. Intertech Flooring believes the pricing contained in this quotation is accurate as of the date of submission. Intertech Flooring reserves the right to modify its price, or withdraw its bid, in the event of a vendor price increase due to tariffs or if subsequent government action yields a material increase in the price of required materials or serves to interrupt the supply of required materials.

**SITE CONDITIONS:** Per CRI-104 7.0, the owner or general contractor is responsible for providing an acceptable substrate for the specified installation as well as light, power, water and HVAC enclosed space.

**SCHEDULE ACCELERATION:** If the schedule is accelerated beyond the plan at the time of pricing, additional charges may occur in order to accommodate extra staff and/or irregular hours.

**FLOOR PREPARATION:** Substrate must meet manufacturer's requirement for flatness and levelness even if that standard is more demanding than what the concrete contractor's specifications call for. Any leveling or floating to meet these standards will result in additional charges and will be billed on a

per bag basis at the following rates unless otherwise specified; \$55 per bag for general floor prep/feather finish and \$125 per bag for self-leveler.

**AMBIENT RELATIVE HUMIDITY:** Must be within manufacturer recommended values for certain products such as wood flooring prior to installation. Please refer to the National Wood Flooring Association Guidelines Chapter 1 Part 1 Section C, Chapter 2 Part 1 Sections A and B, in addition to the manufacturer's specifications for the specified product requirements.

**PRODUCT STORAGE:** Client is subject to payment for materials held more than 30 days prior to the start or 30 days subsequent to the last day of the job. Storage fees are \$.25 per yard per month for rolled/sheet goods and \$100 per pallet/bin per month for all other material. Client is not subject to early storage if a result of our own ordering process.

**WARRANTY:** Intertech Flooring will provide a one year workmanship warranty on most services. Warranty does not include any moisture related sub floor failures or product failures as they are subject to the respective manufacturer.

**GENERAL TERMS:** Intertech Flooring will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Intertech Flooring is not responsible for any claims that might result from product delivery date changes beyond their control.

**SPECIAL ORDERED / CUSTOM MATERIALS:** If a manufacturer requires a deposit to manufacture/ship certain items, client will be responsible for pre-payment of said deposit. This proposal is valid for thirty (30) days. Full payment is due thirty (30) days from receipt of invoice unless otherwise specified.

We require a 50% deposit on all new customers or where negotiated and/or required. Credit cards are subject to a 3% service fee on all products.

**NOTE: NO PRODUCT ORDERS WILL BE PLACED WITHOUT APPROVED SUBMITTALS ON HAND**

**\*PLEASE NOTE BID IS VALID FOR 90 DAYS \***



**Commissioners Court - Regular Session****27.****Meeting Date:** 10/20/2020

Inner Loop Annex Renovation (P434) - Vaughn Change Order #25

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #25 in the amount of \$4,763.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is to demolish fabric duct sock and install new spiral duct work and diffusers. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

Inner Loop Annex Renovation (P434) - Vaughn Change Order #25

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 11:20 AM

10/15/2020 10:42 AM

Started On: 10/14/2020 11:11 AM



301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

August 19, 2020

Dwayne Gossett  
Williamson County  
710 Main Street, Ste 101  
Georgetown, TX 78626

Re: Annex Renovation

Job No: 279101

Subj: Change Proposal No. 279101-0025

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$4,763 (four thousand seven hundred sixty-three) dollars to provide demolish fabric duct sock and install new spiral duct work and diffusers and supplies in Work Room 300B and 300C for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

**FORM B****PROJECT: Annex Renovation****CHANGE PROPOSAL NO: 279101-0025****QUOTATION :**

| <u>Item</u>  | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|--|--------------|------------------|-------------|--------------|
| demolish fabric duct sock and install new spiral duct work and diffusers and supplies in Work Room 300B and 300C | \$0.00       | \$0.00           | \$4,276.00  | \$4,276.00   |

|               |        |        |            |            |
|---------------|--------|--------|------------|------------|
| <b>Totals</b> | \$0.00 | \$0.00 | \$4,276.00 | \$4,276.00 |
|---------------|--------|--------|------------|------------|

|  |        |
|--|--------|
| <b>Insurance, Tax, Benefits on Labor</b> | \$0.00 |
|--|--------|

|                 |        |
|-----------------|--------|
| <b>Overhead</b> | \$0.00 |
|-----------------|--------|

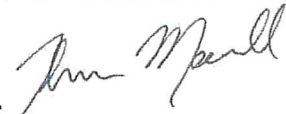
|                    |          |
|--------------------|----------|
| <b>Fee on Subs</b> | \$427.60 |
|--------------------|----------|

|                   |        |
|-------------------|--------|
| <b>Fee on JTV</b> | \$0.00 |
|-------------------|--------|

|             |         |
|-------------|---------|
| <b>Bond</b> | \$59.53 |
|-------------|---------|

|                    |        |
|--------------------|--------|
| <b>Remodel Tax</b> | \$0.00 |
|--------------------|--------|

|              |                   |
|--------------|-------------------|
| <b>TOTAL</b> | <b>\$4,763.13</b> |
|--------------|-------------------|

**TIME EXTENSION TO CONTRACT: 0 Days****Submitted Date: 8/19/2020****Accepted****By:** **Date** 8-19-2020**VAUGHN CONSTRUCTION****By:**   
**Thomas Morrill****Proposal Valid for 10 Days**

*HVAC Change Order Proposal*



**Hill Country Pro HVAC  
GEMINI MECHANICAL**

18 Indian Meadow Round Rock, Texas 78664 (512)244-3436 office (512) 244-3498 fax  
TACLB00028659E

**General Contractor: Vaughn  
Attn: Jarvis Brawley**

**August 18, 2020**

**Re: RFI0098 Dated 08/07/2020**

**We base our quotation on the following bid documents:**

**Mechanical sheets: M2.02, M3.02**

**Scope of Work:**

1. Demolish existing fabric ductwork back to termination point shown on attached drawing from Engineer
2. Furnish and install approximately 40 L/F of single wall spiral supply ductwork w/ duct wrap insulation
3. Furnish and install (4) Type S1 supply diffusers
4. Furnish and install (2) Type R1 return air lay in grilles.
5. Air Balance by NEBB certified contractor.
6. Labor and supervision.
7. 1-year labor warranty
8. Prevailing wages

**Exclusions:**

1. Sales tax, overtime

**HVAC Change Order Price: \$4,276.00**

*All required items are in stock locally.*

**Austin Adair**

Office Phone: (512) 244-3436 #213 / Mobile: (512) 999-8338

Email: [AADAIR@GEMINIMECH.COM](mailto:AADAIR@GEMINIMECH.COM)

<http://hcprohvac.com/>

# REQUEST FOR INFORMATION



301 SE Inner Loop  
Georgetown, TX  
78626

T: (210) 328-0193

**RFI NO:** 98

**To:** Luma Jaffar  
KGA Architecture  
1701 Directors Blvd., Ste. 770  
Austin, TX 78744  
Phone: (512) 441-8200

**From:** Fax:  
Jarvis Brawley

**Date:** 08/07/2020

**Required By:** 08/21/2020

**Owner:** Williamson County, Texas

**Job No :** 279101

**Project:** Annex Renovation  
301 SE Inner Loop #109  
Georgetown, TX 78626

**Re:** Existing Duct Sock In Work Room 300B and 300C

**Spec. Section:**

**Drawing Number:** A3.02, M2.02

**Other Reference:**

**Question:**

There is an existing duct sock in Work Room 300B and 300C at approximately 11'. Sheet A3.02 indicates that the existing ceiling grid is to receive new ACT ceiling tiles. The existing ceiling is at 10'. Sheet M2.02 indicates the existing duct sock is to remain. Please advise.

---

**Proposed Answer:**

Remove the existing duck sock and install ductwork and air devices in rooms 300B and 300C.

---

**Answer:**

Fabric duct above an ACT ceiling will not work. If a ceiling is to be installed, then these two rooms will have to be modified mechanically and route a solid 12" insulated metal duct above the ceiling from the connection of the fabric duct. Each duct branch shall have two 10" branch ducts serving new ceiling mounted diffusers spaced symmetrically in the room. Also a new 22x22 type R-1 return grille shall be installed in lay-in ceiling to maintain a return air path. Refer to attached drawing revision below.

Donald Smith, P.E.  
8/17/20

---

Very truly yours,

**VAUGHN CONSTRUCTION**

**Attachments:**

**CC:**

**Commissioners Court - Regular Session****28.****Meeting Date:** 10/20/2020

Expo Support Amenities-West Arena Parking (P562) Work Authorization No. 3 with Kleinfelder, Inc.

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Work Authorization No. 3 for the Expo Center West Arena Parking (P562) in the amount of \$17,000.00 to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Kleinfelder, Inc. dated May 5, 2020.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Expo Support Amenities W Arena Parking (P562)WA #3 Kleinfelder

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 11:20 AM

10/15/2020 10:43 AM

Started On: 10/14/2020 11:13 AM



### **WORK AUTHORIZATION NO. 3**

#### **PROJECT: Williamson County Expo Center Support Amenities – West Arena Parking (P562)**

This Work Authorization is made pursuant to the terms and conditions of the Contract for Engineering Services, being dated May 5, 2020, and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and [Kleinfelder, Inc.], ("Engineer").

#### **ARTICLE 1**

Engineer shall provide Geotechnical Engineering Services set forth in **Attachment A** of this Work Authorization.

#### **ARTICLE 2**

The maximum amount payable for Basic Services under this Work Authorization without modification is Seventeen Thousand Dollars (\$ 17,000.00) as set forth in **Attachment B** of this Work Authorization.

#### **ARTICLE 3**

Payment to Engineer for the services established under this Work Authorization shall be made in accordance with the Agreement.

#### **ARTICLE 4**

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on January 31, 2021 as set forth in **Attachment C** of this Work Authorization. The Engineering Services set forth in **Attachment A** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

#### **ARTICLE 5**

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

#### **ARTICLE 6**

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or

other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

### ARTICLE 7

This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**A/E:**

Kleinfelder, Inc.

**COUNTY:**

Williamson County, Texas

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

Jason Reeves, PE

Printed Name

Texas Materials Testing Manager

Title

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

Printed Name

Title



## **ATTACHMENT A**

### **SERVICES PROVIDED BY ENGINEER**

#### **Site Reconnaissance and Utility Clearance**

Prior to drilling operations, we will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easement and rights-of-way. All private on-site utilities such as irrigation lines, data lines, fire lines, electric lines, gas lines, and any other underground features must be located by Williamson County prior to the start of our field work. Due to safety concerns, it is critical that the underground utilities are properly located. Notifying the Texas 811 system alone may not provide the level of assurance required by Williamson County. The disruption of utilities or damage to underground structures which have not been marked by their owner will be the responsibility of others. To achieve a higher level of assurance, it may be required by Engineer to retain a utility locator (for an additional fee) to locate these utilities (marked or unmarked) prior to drilling. We will consult with Williamson County to determine whether this step is necessary on a case-by-case basis. Also, we can provide the name of a private utility locator that Williamson County can retain directly for these services, if needed.

Prior to the start of field activities, Engineer will prepare a site-specific Health and Safety Plan, which designates Personal Protective Equipment (PPE) and safe work practices to be used during field exploration activities.

Engineer will record the boring locations with a hand-held global positioning system (GPS) device with a horizontal accuracy of approximately 15 feet. Locations may also be located by field measuring distances from a known location on the site map for better accuracy.

#### **Field Exploration**

Based on our conversations with Williamson County, Engineer understands that the borings are accessible to truck-mounted drilling equipment, and no special training, clearing, grading, traffic control or permits will be required to access the boring locations on the property. Field work for this project will be performed under the direct supervision of a professional engineer, and soils will be logged in the field by an Engineer's representative. Field exploration will include the following:

- Coordinate field activities with Williamson County personnel.
- Five (5) borings to depths of 25 feet within the building footprint.
- Three (3) borings to a depth of 10 feet within the proposed pavement footprint.

- Borings will be completed with a truck-mounted drill rig during regular working hours (Monday to Friday 7 am to 6pm). No weekend or evening work will be required
- Obtain relatively undisturbed tube samples and standard penetration test (SPT) samples as appropriate for the soils encountered.
- Core rock with an NX-size core barrel or evaluate with the Texas Department of Transportation's (TxDOT's) Cone Penetrometer test ,if competent bedrock is encountered.
- Observe for groundwater seepage during drilling and at completion of individual borings. Observations may also be made at the end of the day.
- Loosely backfill boreholes with cuttings upon completion or after delayed water levels are recorded. Extra cuttings will be spread on the ground surface nearby in grass-covered areas.
- Patch borings that are located in pavement areas with cold asphalt at the surface.

### Laboratory Testing

Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Moisture content;
- Atterberg limits (liquid and plastic limits);
- Unconfined compressive strength;
- Percent passing No. 200 sieve;
- Swell Tests; and
- Soil chemistry including pH, electrical resistivity, sulfates, sulfides, chlorides, and oxidation reduction.

Kleinfelder will retain soil/rock samples for 30 days after submission of the final report, at which time samples will be discarded. Further storage or transfer of samples can be made at owner expense upon written request.

### Geotechnical Report

Evaluation of the field and laboratory data will be performed for the project, based on available project concepts. A report will be prepared under the direction of a registered professional engineer. Information to be provided in the report will include:

- Plan of borings illustrating the approximate location of each boring.
- A log of each boring indicating the boring number, depth of each stratum, soil and rock classification and description, and groundwater information.
- Description of the field exploration and laboratory testing.
- General discussion of the site geology.
- Discussion of subsurface soil, rock, and groundwater conditions.
- Calculated potential vertical rise (PVR) from expansive soil.
- Recommended remedial measures for the floor slab subgrade to reduce the impact

- of expansive soil.
- Recommendations for foundation type, depths, and allowable bearing pressures.
  - Earthwork recommendations, including suitability of on-site materials for use as structural fill and remedial measures (if necessary) for existing fill.
  - Seismic geotechnical criteria based on IBC 2018.
  - Recommendations for pavement thickness. For pavements with concentrated truck and bus traffic, Williamson County must provide an estimate of the anticipated traffic.

## ATTACHMENT B

### COST OF SERVICES

Engineer proposes to perform the *Scope of Services* for a **Not To Exceed fee of \$17,000**. Invoices will be issued on a monthly basis and upon completion of the project. These amounts will not be exceeded without prior approval. The County and Engineer may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

The schedule summarized above may be significantly impacted by work limitations imposed by government mandates and general health concerns related to COVID-19. If the work is limited due to these concerns, our schedule will be extended. We will notify Williamson County immediately if this occurs.

## **ATTACHMENT C**

### **SCHEDULE OF SERVICES**

The field exploration will begin approximately 5 to 7 days from the time written authorization is received, depending on driller availability. The fieldwork will require approximately 2 days, depending on weather conditions and site accessibility. The laboratory testing should be completed within 2 weeks after completion of the field exploration. The report preparation should be completed within 2 weeks after completion of the laboratory testing.

**Commissioners Court - Regular Session****29.****Meeting Date:** 10/20/2020

River Ranch Ph I Improvements (P315) Supplemental Work Authorization #2 to Work Authorization #2 with Raba Kistner, Inc.

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Supplemental Work Authorization No. 2 to Work Authorization No. 2 for the River Ranch County Park Ph I Improvements (P315) for a time extension only to expire on January 31, 2021, under Williamson County Contract for Engineering Services between Williamson County and Raba Kistner Consultants, Inc. effective December 4, 2018.

**Background**

---

**Fiscal Impact**

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

**Attachments**

River Ranch Ph I (P315) SWA#2 to WA#2 with Raba Kistner, Inc.

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 12:30 PM

10/15/2020 10:49 AM

Started On: 10/14/2020 11:16 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY PROJECT:  
River Ranch Park Phase I Improvements (P315)**

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 1, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner Consultants, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective December 4, 2018 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

**ARTICLE 3**

The above referenced Work Authorization termination date shall be modified to December 31, 2020. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM: Raba Kistner Consultants, Inc.**

**COUNTY:**

By:   
Signature

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

Gabriel Ornelas, Jr.  
Printed Name

Bill Gravell, Jr.  
Printed Name

Senior Vice President  
Title

County Judge  
Title

October 12, 2020  
Date

\_\_\_\_\_  
Date



**Commissioners Court - Regular Session****30.****Meeting Date:** 10/20/2020

North Campus Facilities P324 Vaughn Construction Change Order 74

**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County North Campus Facilities Project (P324); Vaughn Construction Change Order #74 in the amount of \$12,898.00. This change order is being funded by owner's contingency from within the original project budget.

**Background**

This change order is to provide materials and labor for additional fencing and swale work, plywood for gable ends and additional electrical work for the Sign Shop printer. There are no time extensions included. Change order was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

---

**Fiscal Impact**

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

**Attachments**

North Campus Facilities P324 Vaughn Construction Change Order 74

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 03:06 PM

10/15/2020 10:48 AM

Started On: 10/14/2020 01:46 PM



3171 SE Inner Loop  
Georgetown, TX  
78626

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

July 14, 2020

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

Re: North Campus Facilities  
Job No: 233901

Subj: Change Proposal No. 233901-0074

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$12,896 (twelve thousand eight hundred ninety-six) dollars to provide additional fencing and swale work at building A, additional plywood for gable ends, and additional electrical for the Sign Shop Printer for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,  
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "DBM", written over the printed name "Doug Boram".

Doug Boram

Attachments: Form B and Backup

CC:

---

**FORM B**

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0074

## QUOTATION :

| <u>Item</u>  | <u>Labor</u> | <u>Materials</u> | <u>Subs</u> | <u>Total</u> |
|--|--------------|------------------|-------------|--------------|
| Provide and additional 50LF of fencing               | \$0.00       | \$0.00           | \$1,365.00  | \$1,365.00   |
| additional irrigation and revegetation per RFI 232.  | \$0.00       | \$0.00           | \$2,696.00  | \$2,696.00   |
| Additional electrical for the Sign Shops new printer | \$0.00       | \$0.00           | \$2,300.00  | \$2,300.00   |
| Fee 3.4375%  | \$0.00       | \$428.55         | \$0.00      | \$429.00     |
| Additional Plywood at gable end                      | \$0.00       | \$0.00           | \$6,106.00  | \$6,106.00   |

|        |        |          |             |             |
|--------|--------|----------|-------------|-------------|
| Totals | \$0.00 | \$428.55 | \$12,467.00 | \$12,896.00 |
|--------|--------|----------|-------------|-------------|

|                                   |        |
|-----------------------------------|--------|
| Insurance, Tax, Benefits on Labor | \$0.00 |
|-----------------------------------|--------|

|          |        |
|----------|--------|
| Overhead | \$0.00 |
|----------|--------|

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

|            |        |
|------------|--------|
| Fee on JTV | \$0.00 |
|------------|--------|

|      |        |
|------|--------|
| Bond | \$0.00 |
|------|--------|

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

|       |             |
|-------|-------------|
| TOTAL | \$12,896.00 |
|-------|-------------|

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/20/2020

Accepted

VAUGHN CONSTRUCTION

By: *Douglas J. Boram*By: *DJB*  
Doug BoramDate 7-22-2020

Proposal Valid for 10 Days



# QUOTATION

Quote Number: 9550

Quote Date: Feb 13, 2020

Page: 1

9201 HIGHWAY 183 SOUTH  
AUSTIN, TX 78747-2058

Voice: 512-243-2900

Fax: 512-243-2907

**Quoted To:**

VAUGHN CONSTRUCTION  
6604 N Lamar  
Austin, TX 78752

**Ship To:**

VAUGHN CONSTRUCTION  
DOUG BORAM  
WILCO. NCF  
GEOREGTOWN, TX

| Customer ID          | Good Thru | Payment Terms | Sales Rep |
|----------------------|-----------|---------------|-----------|
| VAUGHN CONST-UNIVERS | 3/14/20   | Net 30 Days   | DEVIN     |

| Quantity | Item | Description  | Unit Price | Amount   |
|----------|------|--|------------|----------|
| 1.00     |      | COR: CHANGES PER 232.  |            |          |
| 1.00     |      | ADD APPROX. 50 L.F. PERIMETER FENCE PER REVISED<br>FENCE LOCATIONS AS SHOWN ON AA1.01. | 1,365.00   | 1,365.00 |

Thank you for your business. Have a great day!

|              |                 |
|--------------|-----------------|
| Subtotal     | 1,365.00        |
| Sales Tax    |                 |
| <b>TOTAL</b> | <b>1,365.00</b> |

P. O. BOX 126  
GEORGETOWN, TX 78627

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 3/23/2020 | 962842DT   |

| Name / Address  |
|---|
| Wilco. North Campus<br>Williamson County<br>3151 SE Innerloop<br>Georgetown, TX 78626 |

|                             |
|-----------------------------|
| Project                     |
| RFI 0232 Swale Reveg Bldg A |

| Description                                   | Qty          | Unit of Measurement | Subtotal                 |
|---|--------------|---------------------|--------------------------|
| RFI 0232-Swale & Fence Reveg per plan 2.13.20 |              |                     |                          |
| Permanent Irrigation                          | 6,128        | sf                  |                          |
| Hydromulch (Saltara Bermuda)                  | 681          | sq                  |                          |
| Equipment and Fuel                            | 1            | ls                  |                          |
| Installation Labor                            | 1            | ls                  |                          |
| Subtotal                                      |              |                     | 2696.00                  |
|   |              | Subtotal            | \$2,696.00               |
| Phone #                                       | Fax #        | Web Site            | Sales Tax (8.25%) \$0.00 |
| 5129304707                                    | 512-869-2521 | www.rwgreenery.com  | Total \$2,696.00         |



**PROCEED CHANGE ORDER PROPOSAL**

Date: January 20, 2020

To: Doug Boram  
Vaughn Construction  
C# 512.663.7461

Project Name: WILCO NCF BLDG. 'J'  
SEC Project Number: 1011

Description of Work: PCO #2 Power for Printer

**Scope:**

Provide labor and materials for the following:  
Add new electrical for new printer in Bldg. 'J'

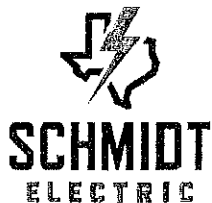
Total Cost: \$2,300.00

**Exclusions and Clarifications:**

- i. All work was performed utilizing union labor during normal business hours.
- ii. This Change Proposal covers direct cost only and we reserve the right to claim for impact and consequential costs.

This work has been completed as authorized. A formal Change Order for this work must be received within ten (10) working days in order to continue with other field directed work.

Sincerely,



Donny Hammers  
Project Manager  
PCO #2 - Rev #0



## CHANGE NOTICE

**Schmidt Electric**  
9701 FM 1625  
Austin, TX 78747

CCN # 2  
Date: 1.20.2020  
Project Name: WILCO NCF  
Project Number: WILCO NCF  
Page Number: 1

Client Address:

### Itemized Breakdown

| Description                   | Qty          | Net Price U | Total Mat.    |
|-------------------------------|--------------|-------------|---------------|
| 3/4" CONN COMP STL - EMT      | 4            | 89.22 C     | 3.57          |
| 3/4" FLEX - ALUMINUM          | 100          | 62.58 C     | 62.58         |
| #12 THHN BLACK                | 1,000        | 110.20 M    | 110.20        |
| 4x2 1/8" SQ BOX COMB KO       | 2            | 397.75 C    | 7.96          |
| 2 1/8" DEEP HANDY BOX 3/4" KO | 1            | 584.04 C    | 5.84          |
| 20A 2P BREAKER BOLT-ON        | 2            | 92.62 E     | 185.24        |
| <b>Totals</b>                 | <b>1,109</b> |             | <b>375.38</b> |

### Summary

|                       |                       |                   |
|-----------------------|-----------------------|-------------------|
| General Materials     |                       | 375.38            |
| <b>Total Material</b> |                       | <b>375.38</b>     |
| AREA FOREMAN ST (520) | (2.00 Hrs @ \$54.62)  | 109.24            |
| JW ST (520)           | (16.00 Hrs @ \$46.51) | 744.16            |
| APPRENTICE ST (520)   | (16.00 Hrs @ \$33.86) | 541.76            |
| PROJECT MANAGER       | (3.00 Hrs @ \$76.97)  | 230.91            |
| <b>Subtotal</b>       |                       | <b>2,001.45</b>   |
| Overhead              | (@ 15.000 %)          | 300.22            |
| <b>Subtotal</b>       |                       | <b>2,301.67</b>   |
| Final Adjustment      |                       | -1.67             |
| <b>Final Amount</b>   |                       | <b>\$2,300.00</b> |

### CLIENT ACCEPTANCE

CCN # 2  
Final Amount: \$2,300.00

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

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

Signature: \_\_\_\_\_

Change Order #:

ORIGINAL



## PROPOSAL

To: Vaughn Construction  
Attention: Doug Boram  
Address: 3920 North IH 35  
Austin Texas 78751

Date: Monday, July 20, 2020  
Office: 713-984-4379  
Fax: 512-681-9752

| JOB NAME                    | JOB ADDRESS                                |
|-----------------------------|--|
| Wilco North Campus Facility | 3145 SE Inner Loop<br>Georgetown, TX 78717 |

### BID SUMMARY

#### • 06100 – Rough Carpentry

BASE BID AMOUNT \$ 6,106.00

is pleased to present the following bid for Wilco North Campus Facility, based on plans and specifications dated Thursday, July 16, 2020, and subject to the following qualifications and exclusions:

#### QUALIFICATIONS

- Installation of Plywood continued on the Gable Interior Ends of Building A. Lift supplied by others.

#### EXCLUSIONS

- Demolition.
- Metal framing 1/8" or thicker.
- Sealants at exterior walls (not indicated on plans)
- Firestopping at MEPS penetrations (by others)
- Firestopping assembly labels (not indicated)
- Bonds and associated fees.
- Overtime or premium time shift work.
- Trade Damage repair.
- Furnish access panels.
- Furnish or install doors and hardware.
- Architectural caulking is excluded.

#### GENERAL QUALIFICATIONS

- This proposal is valid for 30 days from the above date.
- Includes all labor, i.e., wages, and taxes
- Includes all material, equipment and supervision required for the work
- Includes loading of all materials
- Any required inspections and coordination thereof will be the responsibility of the General Contractor.
- Includes Daily clean up to a dumpster provided by the G.C. at no cost to SDI.
- Excludes protection of work
- Excludes cost of repair or replacement due to weather damage or damage by other trades
- If HUB participation is requested, cost will be based on percentage required.
- Excludes costs for off hours shift differential, premium time and out of sequence work
- Add 2% for the cost of a 100% Payment and Performance bond
- Proposal is contingent upon a mutually agreeable scope of work, contract and schedule
- Prices stated above assume acceptance of all scopes and can be adjusted should some scopes not be included

We look forward to working with you on this project. If you have any questions or concerns, please do not hesitate to contact me at (512) 651-5096 Ext. 1004 or feel free to email me at pstar@standarddrywall.com.

Respectfully Submitted,

*Pete Star*

Pete Star  
Project Estimator





**Thank you for your business!**

**Commissioners Court - Regular Session****31.****Meeting Date:** 10/20/2020

Expo Concessions (P475) - Supplemental WA#2 to WA#2 with Alliance Engineering Group, Inc.

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Supplemental Work Authorization No. 2 to Work Authorization No. 2 for the Williamson County Expo Concessions (P475) for a time extension only to expire on December 31st, 2020, under Williamson County Contract for Engineering Services between Williamson County and Allilance Engineering Group, Inc. effective September 17th, 2019.

**Background**

---

**Fiscal Impact**

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

**Attachments**

SWA#2 to WA#2 Alliance\_P475

---

**Form Review****Inbox**

Hal Hawes

Building Maintenance (Originator)

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Wendy Danzoy

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 04:34 PM

10/15/2020 10:27 AM

10/15/2020 10:52 AM

10/15/2020 11:43 AM

Started On: 10/14/2020 04:04 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2  
TO  
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY PROJECT:  
Expo Concessions P475**

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective September 17, 2019 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

**ARTICLE 3**

The above referenced Work Authorization termination date shall be modified to December 31<sup>st</sup>, 2020. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM: Alliance Engineering Group, Inc.**

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

Signature

Wayne A. Eddins  
Printed Name

PRESIDENT  
Title

10/14/2020  
Date

**COUNTY:**

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

Signature

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****32.****Meeting Date:** 10/20/2020

Williamson County Expo Center Project P474 and P475 2nd Amendment to Supplemental Agreement No. 2 with Populous

**Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the 2<sup>nd</sup> Amendment to Supplemental Agreement No. 2 with Populous, Inc., under Williamson County Agreement for Architectural and Engineering Services between Williamson County and Populous, Inc. effective January 16, 2015. A/E is providing additional part-time construction observation for October, November and December, 2020, for a Not-to-Exceed amount of \$10,000 and for Additional Civil Engineer Professional Services for a Lump Sum of \$5,000. This scope will be funded through project contingencies for P474 and P475.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Expo Center P474 and P475 2nd Amendment to SWA#2 with Populous

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/15/2020 12:24 PM

10/15/2020 01:01 PM

Started On: 10/15/2020 11:53 AM

**SECOND AMENDMENT TO**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**AGREEMENT FOR ARCHITECTURAL**  
**AND**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY EXPO CENTER PROJECT (“Project”)**

This Second Amendment to Supplemental Agreement No. 2 to the Agreement for Architectural and Engineering Services (“Second Amendment to Supplemental No. 2”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Populous, Inc. (the “A/E”).

**RECITALS**

**WHEREAS**, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the “Agreement”) for the provision of professional services in connection with the Williamson County Expo Center (the “Project”); and

**WHEREAS**, in February of 2018 and following the A/E’s performance of the Basic Services under the Agreement, the parties executed a Supplemental Agreement wherein A/E agreed to provide Additional Services in relation to the addition of a horse barn, restrooms and concessions for the Project (the “Supplemental Agreement”);

**WHEREAS**, following the parties’ execution of the above-mentioned Supplemental Agreement, the parties executed a Supplemental Agreement No. 2 dated effective October 31, 2018 to change and modify the scope of Additional Services described under the Supplemental Agreement mentioned above and agreed to Additional Services relating to the addition of a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and the rerouting of the existing water main, which constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the “Williamson County Expo Pavilion and Concessions/Restroom Additions”;

**WHEREAS**, Supplemental Agreement No. 2 provided a description of the scope of Additional Services that were necessary, the Additional Services compensation, a schedule for the performance of the Additional Services, an amendment to Section V, Paragraph A. of the Agreement and supplanted and replaced the Supplemental Agreement previously executed in February of 2018; and

**WHEREAS**, due to construction delays, County and A/E executed a First Amendment to Supplemental Agreement No. 2 to amend the Additional Services and Additional Services compensation provided under Supplement Agreement No. 2;

**WHEREAS**, due to continuing construction delays, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 2 in accordance with this Second Amendment to Supplemental Agreement No. 2.

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the A/E agree that Supplemental Agreement No. 2 is supplemented, amended, and modified as follows:

### **I. Background**

A/E's original Additional Services compensation and expenses were based on providing eight (8) months of construction administration services. Under Supplemental Agreement No. 2, October 1, 2019 was to be the commencement date of the construction administration services and June 1, 2020 was to be the end date for construction administration services. This above referenced First Amendment to Supplemental Agreement No. 2 provided additional construction administration services beyond the original end date of June 1, 2020 to September 30, 2020, as well as provided for Additional Services compensation and expenses relating to such services. Due to continuing construction delays, it has now become necessary to amend Supplemental Agreement No. 2 further to provide for additional construction phase administration services from October 1, 2020 until December 31, 2020, along with compensation for such Additional Service.

### **II. Amendment to Additional Services.**

- A.** A/E anticipates providing additional part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of October, November, and December 2020.
- B.** A/E, by and through its subconsultant(s), anticipates providing Additional Services in the form of Civil Engineer Professional Services, to include review of contractor's submittals, review and respond to contractor's requests for information (RFI's), attend the final walk thru meeting at the end of the Project, provide a contractor punch list of items to be addressed by the contractor, and provide civil record drawings contingent upon documented field change data from the contractor.
- C.** In the event Additional Services under this Second Amendment to Supplemental Agreement No. 2 have not been completed by December 31, 2020 through no fault of the A/E, further amendment of the Supplemental Agreement No. 2 may be necessary.

### **III. Additional Services Compensation and Reimbursable Expenses**

- A.** For part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions for the months of October, November and December 2020, the fee is as follows:

To be billed on hourly basis at A/E's standard hourly rates, which are set forth in Attachment C, not to exceed Ten Thousand Dollars (\$10,000.)

- B.** For additional Civil Engineer Professional Service defined in Section II. above, the fee shall be a lump sum of:

Five Thousand Dollars (\$5,000.)

- C.** Reimbursable Expenses. Except for reimbursable expenses that may be incurred and charged under Supplemental Agreement No. 2, the parties agree there will be no additional reimbursable expenses incurred or charged hereunder.

### **IV. Terms of Agreement and Supplemental Agreement No. 2 Control and Extent of Second Amendment to Supplemental Agreement No. 2**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement and Supplemental Agreement No. 2. County and A/E hereby agree that, except as otherwise set out herein, all terms of the Agreement, Supplemental Agreement No. 2 and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF, the County and the A/E have executed this Second Amendment to Supplemental Agreement No. 2, to be effective as of the date of the last party's execution below.**

**A/E:**

**Populous, Inc.**

By: John P. Fickel  
Signature

Printed Name: John P. Fickel

Title: Principal

Date: September 28th, 2020

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

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



## ATTACHMENT 1

### 2020 Billing Rates

| Job Title                          | Hourly Rate |
|------------------------------------|-------------|
| Senior Principal.....              | \$ 420      |
| Senior Architect - PIC.....        | \$ 325      |
| Senior Project Manager .....       | \$ 275      |
| Senior Project Architect .....     | \$ 275      |
| Senior Project Designer .....      | \$ 275      |
| Architect .....                    | \$ 200      |
| Project Manager.....               | \$ 205      |
| Project Architect .....            | \$ 205      |
| Project Designer.....              | \$ 205      |
| Architecture Designer III .....    | \$ 155      |
| Architecture Designer II .....     | \$ 140      |
| Architecture Designer I .....      | \$ 120      |
| Senior Planner .....               | \$ 375      |
| Planner.....                       | \$ 245      |
| Senior Landscape Architect .....   | \$ 250      |
| Landscape Architect.....           | \$ 165      |
| Landscape Designer II .....        | \$ 120      |
| Landscape Designer I .....         | \$ 110      |
| Senior Interior Designer .....     | \$ 220      |
| Interior Designer.....             | \$ 155      |
| Interiors Designer III.....        | \$ 140      |
| Interiors Designer II.....         | \$ 125      |
| Interiors Designer I.....          | \$ 110      |
| Senior Graphic Designer.....       | \$ 180      |
| Graphic Designer .....             | \$ 150      |
| Graphics Designer II .....         | \$ 130      |
| Graphics Designer I .....          | \$ 110      |
| Computer Animation Specialist..... | \$ 200      |
| Specifications Writer .....        | \$ 205      |
| Quality Coordinator .....          | \$ 220      |
| Intern .....                       | \$ 70       |
| BIM Technician .....               | \$ 115      |
| Administrative Assistant.....      | \$ 115      |

**Commissioners Court - Regular Session****33.****Meeting Date:** 10/20/2020

Tax Office Drop Box Wall Opening

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the agreement with Texas Cutting & Coring, L.P. and Williamson County for the Drop Box Wall Opening at the Tax Office in the amount of \$1,980.00 and authorizing execution of the agreement.

**Background**

This service agreement is for the creation of an opening and the installation of a drop box at the Williamson County Tax Office in Georgetown. This project was completed on 10.12.2020 due to the Tax Office being closed that day. The completion of the project prior to agenda item placement was approved by Legal due to the low risk and cost. Point of Contact is Dale Butler. Funding source 01.0100.1051.004510.

---

**Fiscal Impact**

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

**Attachments**

agreement and quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:42 AM

10/15/2020 10:44 AM

Started On: 10/14/2020 09:56 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**SERVICES CONTRACT  
FOR  
DROP BOX WALL OPENING  
(Tax Office)**

---

---

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Cutting & Coring, L. P.** (hereinafter “Service Provider”), 17 Indian Meadows, Round Rock, TX 78665. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**As described in the attached Quotation, dated October 2, 2020, which is designated Exhibit “A” and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$1,980.00.**

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

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

| Type of Coverage          | Limits of Liability    |
|---------------------------|------------------------|
| a. Worker's Compensation  | Statutory              |
| b. Employer's Liability   |                        |
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease  | \$500,000 Ea. Employee |
| Bodily Injury by Disease  | \$500,000 Policy Limit |



- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE   | PER PERSON | PER OCCURRENCE |
|--|------------|----------------|
| Comprehensive<br>General Liability<br>(including premises,<br>completed operations<br>and contractual) | \$ 500,000 | \$ 500,000     |
| Aggregate policy limits:   |            | \$1,000,000    |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

#### V.

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

- A. As described in the attached Quotation, dated October 2, 2020, which is incorporated herein as if copied in full; and
- B. Any required insurance certificates evidencing required coverages.

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

#### VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.



## VIII.

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

## IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

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

## XIII.

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

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

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

Date: \_\_\_\_\_, 2020

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Authorized Signature

MATTHEW J. DIDIER  
\_\_\_\_\_  
Printed Name

Date: Oct 7, 2020



**Exhibit(s)**  
**Quotation, dated October 2, 2020**

# TEXAS CUTTING & CORING...

17 Indian Meadows  
Round Rock, TX 78665-9516  
(512) 447-4477 (512) 255-5974 Fax

QUOTE: 746628

10/02/20

WILLIAMSON COUNTY  
FACILITES MAINTENANCE  
3101 SE INNER LOOP  
GEORGETOWN ,TX  
Phn: (254) 654-1495      Fax:  
Attn:

## JOB SITE LOCATION

Georgetown Tax Office  
904 S Main  
  
Georgetown, TX  
(512) 695-8404

## SCOPE OF WORK

| Quantity   | Description  | Unit     | Price      |
|--|--|----------|------------|
| 1.00   | Hydraulic Hand saw / Ring saw / Chain saw / Core drill<br>1 Opening Into 8" Tilt Wall For Drop Box<br>The Opening Is Approximately 17-1/4" Wide x 8-1/2" Tall<br>On The Outside & 15" Tall Inside On A 35 Deg Angle.<br>This Price Is Based On Work To Be Done During Normal<br>Business Hours<br>This Includes Hanging Plastic, Removal & Haul Off. | 1,980.00 | 1,980.00   |
| TOTAL:   |  |          | \$1,980.00 |
| Daniel (512) 695-8404<br>-CONTRACTOR IS RESPONSIBLE FOR LAYOUT OF SAWING ON SLABS / WALL PRIOR<br>TO OUR ARRIVAL ON SITE.<br>-TEXAS CUTTING AND CORING IS NOT RESPONSIBLE FOR DAMAGE TO ANY HIDDEN<br>OR UNMARKED UTILITIES LOCATED INSIDE, NEAR OR UNDERNEATH THE WORK<br>AREA.<br>-STANDBY TIME WILL BE CHARGED AT A RATE OF \$112.50 PER PERSON / PER<br>HOUR FOR ANY JOB SITE CONDITION THAT WOULD PREVENT US FROM PERFORMING<br>THE ABOVE SCOPE OF WORK. I.E. LACK OF LAYOUT.<br>-ANY ALTERATION FROM THE SPECIFICATIONS INVOLVING EXTRA COST WILL BE<br>EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE<br>OVER AND ABOVE THE PROPOSED PRICE. |  |          |            |

### To be provided by others:

Lay out of opening/s, sufficient water and electricity for equipment. Area to be free and clear of obstructions. Access for our operator and equipment.  
Safety person or barriers if necessary. Texas Cutting & Coring, L.P. is not responsible for cleaning of concrete slurry other than light  
water hosing (unless specified as a condition).

Texas Cutting & Coring, L. P. proposes to furnish equipment and labor in accordance with defined specifications, for the sum of:

( \$1,980.00 ).

### Payment to be made as follows:

All Invoices due net 30 days for materials stored or delivered to job and/or labor performed. Interest will be charged at 2% per month on all amounts.  
All legal fees incurred for collection of this contract will be paid by: WILLIAMSON COUNTY

NOTE: Texas Cutting & Coring L.P. may withdraw this proposal, if not accepted within 30 days.  
Texas Cutting & Coring, L.P. assumes no responsibility for layout or damage to hidden utilities. Changes in job conditions may result in price adjustments.

**Acceptance of this proposal:** The above prices, specifications and conditions have been read and are satisfactory and are hereby accepted.  
Texas Cutting & Coring, L.P. is authorized to perform the work as specified.

Date of acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

(Must be an officer of the company)

# TEXAS CUTTING & CORING...

17 Indian Meadows  
Round Rock, TX 78665-9516  
(512) 447-4477 (512) 255-5974 Fax

**QUOTE: 746628**  
**10/02/20**

WILLIAMSON COUNTY  
FACILITES MAINTENANCE  
3101 SE INNER LOOP  
GEORGETOWN ,TX  
**Phn:** (254) 654-1495 **Fax:**  
**Attn:**

## JOB SITE LOCATION

Georgetown Tax Office  
904 S Main  
  
Georgetown, TX  
(512) 695-8404

## SCOPE OF WORK

| Quantity | Description  | Unit | Price |
|----------|--|------|-------|
|          | -TEXAS CUTTING AND CORING WILL VACUUM UP THE SLURRY BUT IS NOT RESPONSIBLE FOR FINE CLEANING SUCH AS MOPPING OR PRESSURE WASHING.<br>Justin Ketchum - 512-627-9346 |      |       |

### To be provided by others:

Lay out of opening/s, sufficient water and electricity for equipment. Area to be free and clear of obstructions. Access for our operator and equipment. Safety person or barriers if necessary. Texas Cutting & Coring, L.P. is not responsible for cleaning of concrete slurry other than light water hosing (unless specified as a condition).

Texas Cutting & Coring, L. P. proposes to furnish equipment and labor in accordance with defined specifications, for the sum of:

( \$1,980.00 ).

### Payment to be made as follows:

All Invoices due net 30 days for materials stored or delivered to job and/or labor performed. Interest will be charged at 2% per month on all amounts. All legal fees incurred for collection of this contract will be paid by: WILLIAMSON COUNTY

NOTE: Texas Cutting & Coring L.P. may withdraw this proposal, if not accepted within 30 days.  
Texas Cutting & Coring, L.P. assumes no responsibility for layout or damage to hidden utilities. Changes in job conditions may result in price adjustments.

**Acceptance of this proposal:** The above prices, specifications and conditions have been read and are satisfactory and are hereby accepted.  
Texas Cutting & Coring, L.P. is authorized to perform the work as specified.

**Date of acceptance:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

(Must be an officer of the company)

**Commissioners Court - Regular Session****34.****Meeting Date:** 10/20/2020

Authorize issuing T2086 RFQ Materials Testing and Geotechnical Testing

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Materials Testing and Geotechnical Testing for Williamson County under RFQ T2086.

**Background**

Williamson County seeks Professional services include but are not limited to:

- Perform Quality Assurance (QA) and Quality Control (QC) for construction material sampling and testing, both field and laboratory testing to include but not be limited to structural fasteners, structural welds, asphalt, emulsions ,asphaltic concrete, cement, Portland cement concrete, aggregates, soils and flexible base. Testing shall be in compliance with ASTM or TxDOT testing methods.
- Perform geotechnical investigations including borings, pavement cores, collect samples, perform laboratory testing, interpret field data and prepare geotechnical reports, provide recommendations and prepare written reports for pavement design, foundation design and slope stability. Dale Butler is the Point of contact. Funding source for FY2021: 01-0100-0509-004100

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/15/2020

**Reviewed By**

Kerstin Hancock

Andrea Schiele

**Date**

10/15/2020 11:52 AM

10/15/2020 12:08 PM

Started On: 10/15/2020 07:59 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 10/20/2020

Asphalt Mixes 1809-262 renewal 2

**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 Asphalt Mixes Contract 1809-262, renewal period 2, covering the term of 11/3/2020 – 11/2/2021, for the same pricing, terms and conditions as the existing contract with Industrial Asphalt, LLC.

**Background**

This is the second extension for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) that reflects the vendor met all county requirements on this contract and request to renew. The department point of contact is James Williams. This is in the FY21 budget under Asphalt, 01.0200.0210.003550.

---

**Fiscal Impact**

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

**Attachments**

1809-262 renewal 2 Asphalt Mixes

1809-262 renewal 1 Asphalt Mixes

Bid Tabulation Packet for 1809-262

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 09:52 AM

10/15/2020 10:55 AM

Started On: 10/07/2020 11:07 AM



### Summary Agreement for Renewal of Williamson County Contract

|   |  |   |               |                         |                                      |                         |                                      |                         |                                      |
|---|--|---|---------------|-------------------------|--------------------------------------|-------------------------|--------------------------------------|-------------------------|--------------------------------------|
| <b>Purchase/Contract Type:</b>  | Material   | <b>Department:</b>                                    | Road & Bridge |                         |                                      |                         |                                      |                         |                                      |
| <b>Vendor Name:</b>   | Industrial Asphalt, LLC                                      |   |               |                         |                                      |                         |                                      |                         |                                      |
| <b>Vendor Address:</b>  | 9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759 |   |               |                         |                                      |                         |                                      |                         |                                      |
| <b>Purpose/Intended Use of Product or Service (summary):</b>  |  |   |               |                         |                                      |                         |                                      |                         |                                      |
| Asphalt Mixes   |  |   |               |                         |                                      |                         |                                      |                         |                                      |
| <b>P.O./Contract Number:</b>  | 1809-262   | <b>Effective Date:</b>                                | 11/03/2020    |                         |                                      |                         |                                      |                         |                                      |
| <b>Purchaser/Contract Specialist:</b>   | Dianne West  | <b>Expiration Date:</b>                               | 11/02/2021    |                         |                                      |                         |                                      |                         |                                      |
| <b>Requested By:</b>  | Terron Evertson, Department Director                         |   |               |                         |                                      |                         |                                      |                         |                                      |
| <b>Detailed description of renewal of product and/or service.</b>   |  |   |               |                         |                                      |                         |                                      |                         |                                      |
| <ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li><li>PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none"><li>COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND</li><li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li></ul></li><li><b>Extend Contract for the 2nd of two (2) one year renewal option periods:</b><table><tr><td>Renewal Option Period 2</td><td>November 3, 2020 – November 02, 2021</td></tr><tr><td>Renewal Option Period 1</td><td>November 3, 2019 – November 02, 2020</td></tr><tr><td>Initial Contract Period</td><td>November 3, 2018 – November 02, 2019</td></tr></table></li></ul> |  |   |               | Renewal Option Period 2 | November 3, 2020 – November 02, 2021 | Renewal Option Period 1 | November 3, 2019 – November 02, 2020 | Initial Contract Period | November 3, 2018 – November 02, 2019 |
| Renewal Option Period 2   | November 3, 2020 – November 02, 2021                         |   |               |                         |                                      |                         |                                      |                         |                                      |
| Renewal Option Period 1   | November 3, 2019 – November 02, 2020                         |   |               |                         |                                      |                         |                                      |                         |                                      |
| Initial Contract Period   | November 3, 2018 – November 02, 2019                         |   |               |                         |                                      |                         |                                      |                         |                                      |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>   |  |   |               |                         |                                      |                         |                                      |                         |                                      |
| Vendor  | <u>Industrial Asphalt, LLC</u>                               | Williamson County, 710 Main St., Georgetown, TX 78626 |               |                         |                                      |                         |                                      |                         |                                      |
| Name  | <u>Robert Sutton</u>   | Bill Gravell  |               |                         |                                      |                         |                                      |                         |                                      |
| Title   | <u>Sales Manager</u>   | Williamson County Judge                               |               |                         |                                      |                         |                                      |                         |                                      |
| Signature   | <u>[Signature]</u>   | Signature _____                                       |               |                         |                                      |                         |                                      |                         |                                      |
| Date  | <u>10/07/2020</u>  | Date _____  |               |                         |                                      |                         |                                      |                         |                                      |



## Summary Agreement for Renewal of Williamson County Contract

|  |  |                                     |               |
|--|--|-------------------------------------|---------------|
| <b>Purchase/Contract Type:</b>   | Material   | <b>Department:</b>                  | Road & Bridge |
| <b>Vendor Name:</b>  | Industrial Asphalt, LLC                                      |                                     |               |
| <b>Vendor Address:</b>   | 9020 N Capital of TX HWY, Bldg II, Ste 250, Austin, TX 78759 |                                     |               |
| <b>Purpose/Intended Use of Product or Service (summary):</b>   |  |                                     |               |
| Asphalt Mixes  |  |                                     |               |
| <b>P.O./Contract Number:</b>   | 1809-262   | <b>Effective Date:</b>              | 11/03/2019    |
| <b>Purchaser/Contract Specialist:</b>  | Dianne West  | <b>Expiration Date:</b>             | 11/02/2020    |
| <b>Requested By:</b>   | Terron Evertson, Department Director                         |                                     |               |
| <b>Detailed description of renewal of product and/or service.</b>  |  |                                     |               |
| <ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li><li>PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none"><li>COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND</li><li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li></ul></li><li>Extend Contract for the 1<sup>st</sup> of two (2) one year renewal option periods:</li></ul> |  |                                     |               |
| Renewal Option Period 1  |  | November 3, 2019 – November 2, 2020 |               |
| Initial Contract Period  |  | November 3, 2018 – November 2, 2019 |               |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>  |  |                                     |               |
| Vendor   | Industrial Asphalt, LLC.                                     |                                     |               |
| Name   | Robert Sutton  |                                     |               |
| Title  | Sales Manager  |                                     |               |
| Signature  |  |                                     |               |
| Date   | 10/08/2019   |                                     |               |
|  | Williamson County, 710 Main St., Georgetown, TX 78626        |                                     |               |
| Bill Gravel  | Valerie Covey  |                                     |               |
| Williamson County Judge  | Presiding Officer  |                                     |               |
| Signature  |  |                                     |               |
| Date   | 10/22/19   |                                     |               |

**Bid Tabulation Packet  
for  
Solicitation 1809-262**

**Asphalt Mixes**


**Bid Designation: Public**



**Williamson County, Texas**



**Bid #1809-262 - Asphalt Mixes**Creation Date **Sep 20, 2018**End Date **Oct 31, 2018 3:00:00 PM CDT**Start Date **Oct 2, 2018 3:02:36 PM CDT**Awarded Date **Not Yet Awarded**

| <b>1809-262--01-01</b> Please attach all items to this line. |   |                               |             |        |      |
|--|---|-------------------------------|-------------|--------|------|
| Supplier   | Unit Price  | Qty/Unit                      | Total Price | Attch. | Docs |
| Industrial Asphalt & Aggregate [Ad]                          | First Offer -   | 1 / each                      |             | Y      | Y    |
| <b>Product Code:</b>   |   | <b>Supplier Product Code:</b> |             |        |      |
| <b>Agency Notes:</b>   |   | <b>Supplier Notes:</b>        |             |        |      |
| Oldcastle Materials Texas                                    |  First Offer - | 1 / each                      |             | Y      | Y    |
| <b>Product Code:</b>   |   | <b>Supplier Product Code:</b> |             |        |      |
| <b>Agency Notes:</b>   |   | <b>Supplier Notes:</b>        |             |        |      |

**Supplier Totals**

|  |  |  |  |
|--|--|--|--|
| f Industrial Asphalt & Aggregate [Ad]  |  | \$0.00   |  |
| Bid Contact Robert Sutton<br>padraic.dillon@austinmaterials.com<br>Ph 817-403-7146 |  | Address 9020 Capital of Texas Highway<br>Building II, Suite 250<br>Austin, UT 84003                |  |
| Agency Notes:  |  | Supplier Notes:  |  |
|  |  | Head Attch:<br> |  |

|   |  |  |  |
|---|--|--|--|
| f Oldcastle Materials Texas                                       |  | \$0.00   |  |
| Bid Contact Bailey Lewis<br>bailey.lewis@texasmaterials.com<br>Ph |  | Address 1320 Arrow Point Drive.<br>Cedar Park, TX 78613  |  |
| Agency Notes:   |  | Supplier Notes:  |  |
|   |  | Head Attch:<br> |  |

\* \*

## Industrial Asphalt & Aggregate

Bid Contact **Robert Sutton**  
**padraic.dillon@austinmaterials.com**  
**Ph 817-403-7146**

Address **9020 Capital of Texas Highway**  
**Building II, Suite 250**  
**Austin, UT 84003**

| Item #          | Line Item                             | Notes                     | Unit Price    | Qty/Unit | Attch. | Docs |
|-----------------|---------------------------------------|---------------------------|---------------|----------|--------|------|
| 1809-262--01-01 | Please attach all items to this line. | Supplier<br>Product Code: | First Offer - | 1 / each | Y      | Y    |
| Supplier Total  |                                       |                           |               |          | \$0.00 |      |

**Industrial Asphalt & Aggregate**

Item: **Please attach all items to this line.**

**Attachments**

2018 Asphalt\_Mixes\_Bid\_Items.pdf

## WILLIAMSON COUNTY BID FORM

### IFB 1809-262 ASPHALT MIXES

NAME OF BIDDER: Industrial Asphalt, LLC.

Mailing Address: 9020 N Capital of Tx Hwy Bldg II Ste 250

City: Austin State: Texas Zip: 78759

Email Address: Robert.Sutton@austinmaterials.com

Telephone: ( 512 ) 251-3713 Fax: ( 512 ) 251-3709

Mobile Phone: ( 817 ) 403-7146

| DESCRIPTION   | UNIT | Delivery Site | UNIT PRICING -<br>DELIVERED | UNIT PRICING -<br>PICKED UP |
|---|------|---------------|-----------------------------|-----------------------------|
| Hot Mix Asphalt Concrete Pavement<br>Type B PG 64-22 SAC B, TX DOT ITEM<br># 340  | Ton  |               |                             | \$48.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type B PG 64-22 SAC B, TX DOT ITEM<br># 340 with 20% UNFRACTIONATED<br>RAP                 | Ton  |               |                             | \$46.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type B PG 64-22 SAC B, TX DOT ITEM<br># 340 with 20% FRACTIONATED RAP                      | Ton  |               |                             | \$47.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type B PG 64-22 SAC B, TX DOT ITEM<br># 340 with 30% FRACTIONATED RAP                      | Ton  |               |                             | \$46.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type C PG 70-22 SAC B, TX DOT ITEM<br># 340  | Ton  |               |                             | \$53.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type C PG 70-22 SAC B, TX DOT ITEM<br># 340 with 10% FRACTIONATED OR<br>UNFRACTIONATED RAP | Ton  |               |                             | \$51.00                     |

|  |     |   |         |         |
|--|-----|---|---------|---------|
| Hot Mix Asphalt Concrete Pavement<br>Type D PG 70-22 SAC B TX DOT ITEM<br># 340  | Ton |   |         | \$52.00 |
| Hot Mix Asphalt Concrete Pavement<br>Type D PG 70-22 SAC B TX DOT ITEM<br># 340 with 10% FRACTIONATED OR<br>UNFRACTIONATED RAP | Ton |   |         | \$51.00 |
| Hot Mix Cold Lay Type D SAC B TX<br>DOT ITEM #334<br>To reach 95% Lab Density  | Ton |   |         | \$53.00 |
| Hot Mix Cold Lay Black Base Type B<br>TX DOT ITEM #334<br>To reach 95% Lab Density   | Ton |   |         | \$53.00 |
| Hot Mix Cold Lay Type D SAC B TX<br>DOT ITEM #334<br>To reach 95% Lab Density  | Ton | Central Maintenance<br>Facility Road and Bridge<br>3151 SE Inner Loop<br>Georgetown, Tx 78626 | \$60.00 |         |
| Hot Mix Cold Lay Black Base Type B<br>TX DOT ITEM #334<br>To reach 95% Lab Density   | Ton | Central Maintenance<br>Facility Road and Bridge<br>3151 SE Inner Loop<br>Georgetown, Tx 78627 | \$60.00 |         |

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Robert Sutton  
Signature of Person Authorized to Sign Bid

Date of Bid: 10/30/2018

Printed Name and Title of Signer: Robert Sutton, Sales Manager

**Supplier: Industrial Asphalt & Aggregate**



## **PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION**

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1809-262 Asphalt Mixes**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Oct 31, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Oct 31, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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

**Bidders are strongly encouraged to carefully read this entire IFB.**

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

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

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

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

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

**Supplier: Industrial Asphalt & Aggregate**

## Bidder References

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

### Reference 1

Client Name:

**Jordan Foster FM 972 Project**

Location:

Contact Name:

**Josh Little Project Manager**

Title:

Phone:

**512-799-7788 Jlittle@jordanfosterconstruction.com**

E-mail

Contract Date To:

**Current 6/10/16 320,000**

Contract Date From:

Contract Value: \$

Scope of Work:

**Road Base Supplier**

### Reference 2

Client Name:

**DNT Construction Pearson Place 8801 Pearson Ranch Road**

Location:

Contact Name:

**Chance Wheeless Project Manager**

Title:

Phone:

**512-287-9800 cwheelless@dntconstruction.com**

E-mail

Contract Date To:

**Current 8/4/2016 200,000**

Contract Date From:

Contract Value: \$

Scope of Work:

**Road Base Supplier**



**Reference 3**

Client Name:  
**OHL Construction FM 1460**

Location:

Contact Name:  
**Justin Garza Project Manager**

Title:

Phone:  
**512-457-9775 bchaffe@ohlusa.com**

E-mail

Contract Date To:  
**Current 8/18/16 990,000**

Contract Date From:

Contract Value: \$

Scope of Work:  
**Road Base Supplier**

# Supplier: Industrial Asphalt & Aggregate

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

### For vendor doing business with local governmental entity

|  |   |  |
|--|---|--|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> |   | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| 1  | <p><b>Name of vendor who has a business relationship with local governmental entity.</b></p> <p>Industrial Asphalt</p>  |  |
| 2  | <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>   |  |
| 3  | <p><b>Name of local government officer about whom the information is being disclosed.</b></p> <p>None Known<br/>Name of Officer</p>   |  |
| 4  | <p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |  |
| 5  | <p><b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>  |  |
| 6  | <p><input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |  |
| 7  | <p>Signature is not required if completing in BIDS SYNC electronically;</p> <p>Signature of vendor doing business with the governmental entity Date</p>   |  |



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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



**Supplier: Industrial Asphalt & Aggregate****BID AFFIDAVIT**

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

|   |   |
|---|---|
| <b>Name of Bidder:</b>                              | <b>Robert Sutton</b>                            |
| <b>Address of Bidder:</b>                           | <b>9020 N Capitol of TX HWY Bldg II Ste 250</b> |
| <b>Email:</b>                                       | <b>robert.sutton@austinmaterials.com</b>        |
| <b>Telephone:</b>                                   | <b>8174037146</b>                               |
| <b>Printed Name of Person Submitting Affidavit:</b> | <b>Robert Sutton</b>                            |
| <b>Signature of Person Submitting Affidavit:</b>    | <b>Robert Sutton</b>                            |

**Cooperative Purchasing Program**

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

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/>            | I will not offer the quoted prices to all authorized entities.                                      |

---

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

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

SUBSCRIBED AND SWORN to before me by the above-named  
on this the day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**



Supplier: **Industrial Asphalt & Aggregate**



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

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

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

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

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

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

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

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

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

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

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

## 2.3 BID AFFIDAVIT

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

## 2.4 ETHICS

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

## 2.5 BID SUBMITTAL DEADLINE

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

## 2.6 DELIVERY OF BIDS

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

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

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

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

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

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

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

### **3.13 FIRM PRICING**

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

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

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

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

### **3.16 REFERENCES**

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

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

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



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

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

#### **4.13 BID PREPARATION COSTS**

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

#### **4.14 INDEMNIFICATION**

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

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

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

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

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

#### **4.15 WAIVER OF SUBROGATION**

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

#### **4.16 RELATIONSHIP OF THE PARTIES**

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

#### **4.17 SOLE PROVIDER**

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

#### **4.18 FORCE MAJEURE**

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

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

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

The Bidder: Address set out in Bidder's Submittal.

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

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

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

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

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

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

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

#### **4.31 SAFETY**

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

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

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

#### **4.33 ESTIMATED QUANTITIES**

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

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

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

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

#### **4.36 AIR QUALITY**

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

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

#### **4.37 ENTIRE AGREEMENT**

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

#### **4.38 PAYMENT**

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

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

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

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.



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

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

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)

Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

#### 4.40 COOPERATIVE PURCHASING PROGRAM

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

#### 4.41 INSURANCE REQUIREMENTS

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

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

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

#### 4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

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


#### **4.45 CONFIDENTIALITY**

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

**Oldcastle Materials Texas**

Bid Contact **Bailey Lewis**  
**bailey.lewis@texasmaterials.com**  
Ph

Address **1320 Arrow Point Drive.**  
**Cedar Park, TX 78613**

| Item #          | Line Item                             | Notes                     | Unit Price  | Qty/Unit | Attch. | Docs |
|-----------------|---------------------------------------|---------------------------|---|----------|--------|------|
| 1809-262--01-01 | Please attach all items to this line. | Supplier<br>Product Code: |  First Offer - | 1 / each | Y      | Y    |
| Supplier Total  |                                       |                           |   |          | \$0.00 |      |

**Oldcastle Materials Texas**

Item: **Please attach all items to this line.**

**Attachments**

Old Castle Materials - Texas.pdf

## WILLIAMSON COUNTY BID FORM

## IFB # 1809-262 ASPHALT MIXES

NAME OF BIDDER: OLDCASTLE MATERIALS - TEXASMailing Address: 1320 ARROW POINT DR.City: CEDAR PARK State: TX Zip: 78613Email Address: BAILEY, LEWIS @ TEXAS MATERIALS . COMTelephone: (512) 861-7100 Fax: ( )Mobile Phone: (254) 230-7378

| DESCRIPTION  | UNIT | Delivery Site | UNIT PRICING -<br>DELIVERED | UNIT PRICING -<br>PICKED UP |
|--|------|---------------|-----------------------------|-----------------------------|
| Hot Mix Asphalt Concrete Pavement<br><del>Type A</del> PG 64-22 SAC B, TX DOT ITEM<br># 340 <b>TYPE B</b>                                | Ton  |               |                             | \$60.00                     |
| Hot Mix Asphalt Concrete Pavement<br><del>Type A</del> PG 64-22 SAC B, TX DOT ITEM<br># 340 with 20% UNFRACTIONATED<br>RAP <b>TYPE B</b> | Ton  |               |                             | N/A                         |
| Hot Mix Asphalt Concrete Pavement<br><del>Type A</del> PG 64-22 SAC B, TX DOT ITEM<br># 340 with 20% FRACTIONATED RAP<br><b>TYPE B</b>   | Ton  |               |                             | \$52.00                     |
| Hot Mix Asphalt Concrete Pavement<br><del>Type A</del> PG 64-22 SAC B, TX DOT ITEM<br># 340 with 30% FRACTIONATED RAP<br><b>TYPE B</b>   | Ton  |               |                             | \$48.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type C PG 70-22 SAC B, TX DOT ITEM<br># 340   | Ton  |               |                             | \$67.00                     |
| Hot Mix Asphalt Concrete Pavement<br>Type C PG 70-22 SAC B, TX DOT ITEM<br># 340 with 10% FRACTIONATED OR<br>UNFRACTIONATED RAP          | Ton  |               |                             | N/A                         |

|  |     |   |         |         |
|--|-----|---|---------|---------|
| Hot Mix Asphalt Concrete Pavement<br>Type D PG 70-22 SAC B TX DOT ITEM<br># 340  | Ton |   |         | \$73.00 |
| Hot Mix Asphalt Concrete Pavement<br>Type D PG 70-22 SAC B TX DOT ITEM<br># 340 with 10% FRACTIONATED OR<br>UNFRACTIONATED RAP | Ton |   |         | \$66.00 |
| Hot Mix Cold Lay Type D SAC B TX<br>DOT ITEM #334<br>To reach 95% Lab Density  | Ton |   |         | \$60.00 |
| Hot Mix Cold Lay Black Base <del>Type A</del><br>TX DOT ITEM #334 <b>TYPE B</b><br>To reach 95% Lab Density                    | Ton |   |         | \$53.00 |
| Hot Mix Cold Lay Type D SAC B TX<br>DOT ITEM #334<br>To reach 95% Lab Density  | Ton | Central Maintenance<br>Facility Road and Bridge<br>3151 SE Inner Loop<br>Georgetown, Tx 78626 | \$70.00 |         |
| Hot Mix Cold Lay Black Base <del>Type A</del><br>TX DOT ITEM #334 <b>TYPE B</b><br>To reach 95% Lab Density                    | Ton | Central Maintenance<br>Facility Road and Bridge<br>3151 SE Inner Loop<br>Georgetown, Tx 78627 | \$63.00 |         |

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

  
Signature of Person Authorized to Sign Bid

Date of Bid: 10.22.18

Printed Name and Title of Signer: Bailey Lewis - Sales Manager

# Bidder References

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

## Reference 1

Client Name:

CITY OF AUSTIN, P.W.D

Location:

AUSTIN, TX

Contact Name:

TYLER STEINBARGER

Title:

PROJECT MANAGER

Phone:

512.974.7058

E-mail

TYLER.STEINBARGER@AUSTINTEXAS.GOV

Contract Date To:

12.31.18

Contract Date From:

1.1.12

Contract Value: \$

7.5M ANNUALLY

Scope of Work:

HMA MATERIALS

## Reference 2

Client Name:

TEXAS COMPTROLLER

Location:

AUSTIN, TX

Contact Name:

GERARD MACCROSSAN

Title:

PROGRAM MANAGER

Phone:

512.463.4600

E-mail

GERARD.MACCROSSAN@CPA.TEXAS.GOV

Contract Date To:

7.1.19

Contract Date From:

7.1.18

Contract Value: \$

7.3M ANNUALLY

Scope of Work:

HMA MATERIALS

**Reference 3**

Client Name:

Location:

CITY OF ROUND ROCK

ROUND ROCK, TX

Contact Name:

Title:

ROUND ROCK OVERLAY

PROJECT MANAGER

Phone:

E-mail

(512) 218-7069

VENDORS@ROUNDROCKTEXAS.GOV

Contract Date To:

Contract Date From:

Contract Value: \$

2.1.19

11.1.18

13.8 M

Scope of Work:

2019 STREETS OVERLAY PROGRAM



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

OLDCASTLE MATERIALS TEXAS

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Signature is not required if completing in BIDS SYNC electronically;



Signature of vendor doing business with the governmental entity

10.22.18

Date

## BID AFFIDAVIT

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

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


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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

|   |   |
|---|---|
| <b>Name of Bidder:</b>                              | OLDCASTLE MATERIALS TEXAS   |
| <b>Address of Bidder:</b>                           | 1320 ARROW POINT DR.  |
| <b>Email:</b>                                       | BAILEY.LEWIS@TEXASMATERIALS.COM   |
| <b>Telephone:</b>                                   | (254) 230-7378  |
| <b>Printed Name of Person Submitting Affidavit:</b> | BAILEY LEWIS  |
| <b>Signature of Person Submitting Affidavit:</b>    |  |

### Cooperative Purchasing Program

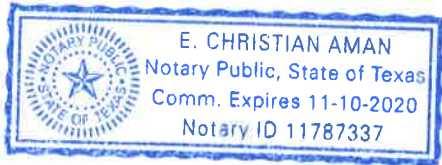
**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input checked="" type="checkbox"/> | I will not offer the quoted prices to all authorized entities.                                      |

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

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

SUBSCRIBED AND SWORN to before me by the above-named Bailey Lewis on this the 22<sup>nd</sup> day of October, 2018.



E. Christian Aman

Notary Public in and for

The State of Texas

The County of Williamson

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

Supplier: Oldcastle Materials Texas



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1809-262 Asphalt Mixes**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Oct 31, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Oct 31, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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

**Bidders are strongly encouraged to carefully read this entire IFB.**

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

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

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

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

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Oldcastle Materials Texas**

## Bidder References

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

### **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:



## Supplier: Oldcastle Materials Texas

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

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

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

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

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

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

**Supplier: Oldcastle Materials Texas**

## BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              |  |
| <b>Address of Bidder:</b>                           |  |
| <b>Email:</b>                                       |  |
| <b>Telephone:</b>                                   |  |
| <b>Printed Name of Person Submitting Affidavit:</b> |  |
| <b>Signature of Person Submitting Affidavit:</b>    |  |

### Cooperative Purchasing Program

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

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/> | I will not offer the quoted prices to all authorized entities.                                      |

---

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

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

SUBSCRIBED AND SWORN to before me by the above-named  
on this the day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

Supplier: Oldcastle Materials Texas



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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



## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

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

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

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

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

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

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

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

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

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

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

## 2.3 BID AFFIDAVIT

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

## 2.4 ETHICS

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

## 2.5 BID SUBMITTAL DEADLINE

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

## 2.6 DELIVERY OF BIDS

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

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

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

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

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

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

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

### **3.13 FIRM PRICING**

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

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

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

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

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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



## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

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

#### **4.13 BID PREPARATION COSTS**

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

#### **4.14 INDEMNIFICATION**

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

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

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

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

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

#### **4.15 WAIVER OF SUBROGATION**

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

#### **4.16 RELATIONSHIP OF THE PARTIES**

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

#### **4.17 SOLE PROVIDER**

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

#### **4.18 FORCE MAJEURE**

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

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

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

The Bidder: Address set out in Bidder's Submittal.

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

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

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

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

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

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

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

#### **4.31 SAFETY**

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

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

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

#### **4.33 ESTIMATED QUANTITIES**

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

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

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

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

#### **4.36 AIR QUALITY**

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

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

#### **4.37 ENTIRE AGREEMENT**

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

#### **4.38 PAYMENT**

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

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

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

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

#### 4.40 COOPERATIVE PURCHASING PROGRAM

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

#### 4.41 INSURANCE REQUIREMENTS

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

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

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

#### 4.43 LEGAL LIABILITY INFORMATION

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



contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

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

#### **4.45 CONFIDENTIALITY**

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

**Commissioners Court - Regular Session****36.****Meeting Date:** 10/20/2020

Williamson County Pollution Liability Insurance renewal request

**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 renewal of Williamson County Pollution Liability Insurance AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC000168373 with Commerce and Industry Insurance Company, for the term of 12/18/20 – 12/18/21.

**Background**

This is a recurring annual policy that is required for the underground storage tanks. Fleet Services Department point of contact is Kevin Teller. The funding source is 0882.0882.004416 – Other Liability Insurance and was included in the FY21 budget with an estimated cost of \$1,255.00.

---

**Fiscal Impact**

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

**Attachments**

Williamson County Pollution Liability Insurance

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 09:55 AM

10/15/2020 10:57 AM

Started On: 10/07/2020 11:25 AM



**Storage Tank Third Party Liability  
TankGuard<sup>®</sup> Renewal Warranty**

NAMED INSURED: Williamson County  
INSURER: Commerce and Industry Insurance Company  
  
POLICY NUMBER: PLC000168373  
POLICY PERIOD: 12/18/20 - 12/18/21

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

**LIMITS DESIRED:** (each incident/aggregate)

- ☒ \$1 million/\$1 million      ☐ \$1 million/\$2 million      ☐ \$2 million/\$2 million  
☐ OTHER: \_\_\_\_\_

**DEDUCTIBLE DESIRED:** (each incident)

- ☐ \$5,000      ☒ \$10,000      ☐ \$25,000      ☐ \$50,000      ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium:                      \$90

\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

**Commerce and Industry Insurance Company**

\_\_\_\_\_  
Policyholder/Applicant's Signature

Return to: Chamber Insurance Agency LLC  
20 Commerce Drive, 2<sup>nd</sup> Floor  
Cranford, NJ 07016-3617

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

Williamson County

\_\_\_\_\_  
Date

Pol#: 000168373  
Quote#: 100270

121187 (01/16)  
CI5974





## Renewal Warranty Acknowledgement

APPLICANT: \_\_\_\_\_

(Signature)  
Williamson County

APPLICANT: \_\_\_\_\_

(Print Name)

DATE: \_\_\_\_\_

BROKER: \_\_\_\_\_

JI Special Risks Insurance Agency,  
Inc.

(Firm)  
10535 Boyer Boulevard, Suite 100  
Austin, TX 78758-

(Street Mailing Address)

Ms. Shela Ferrell

(Contact person)

512-427-2487

(Phone #, Fax #, Email Address)

*Parker Chamber*

(Signature of Broker or Agent)

1575

(License Number and State)

742538186

(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expiration date. Please visit our website [www.chamberagent.com](http://www.chamberagent.com) to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**Commissioners Court - Regular Session****37.****Meeting Date:** 10/20/2020

Cobb Fendley 1811-273 WA2 Utility Coordination S San Gabriel Ranches

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$62,287.40 to expire on December 31, 2021 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for South San Gabriel Ranches Subdivision (Aqua Water). Funding source: P489.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Cobb Fendley 1811-273 WA2 Utility Coordination S San Gabriel Ranches

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/12/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/12/2020 09:45 AM

10/12/2020 10:39 AM

Started On: 10/09/2020 01:34 PM

**WORK AUTHORIZATION NO. 2**  
**PROJECT: Utility Coordination for South San Gabriel**  
**Ranches Subdivision (Aqua Water)**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$62,287.40.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 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.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Cobb, Fendley & Associates, Inc.

COUNTY:

Williamson County, Texas

By: Sandra S Khoury  
Signature

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

Sandra Khoury, P.E.  
Printed Name

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

Sr. Vice President  
Title

\_\_\_\_\_  
Title

October 8, 2020  
Date

\_\_\_\_\_  
Date

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule



## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of engineering services for all Road & Bridge Division Projects and will provide all project related design files, topographic survey and right-of-way data to assist with utility relocation efforts.

## ATTACHMENT B

### SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Engineer*), involves water line relocation and engineering services in Williamson County, Texas, (the County) for the Road & Bridge Division as described below:

This scope includes the following major tasks:

1. WATER UTILITY DESIGN

1. **WATER UTILITY DESIGN.**

The *Engineer* will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

The *Engineer's* Project Manager  
is: Ms. Kristen Van Hoosier, P.E.  
Cobb, Fendley & Associates, Inc.  
505 East Huntland Drive, Suite 100  
Austin, Texas 78752  
Telephone: 512-834-9798

- 1.1. The *Engineer* shall develop PS&E and special details to accommodate or adjust utilities, including water. Prior to developing any special utility detail or PS&E set, the *Engineer* shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the *Engineer* shall coordinate with the Utility Owner to develop the PS&E package and special details. The *Engineer* shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.
- 1.2. The *Engineer* shall provide design phase services including the following:  
Design, bid and construction phase services for the installation of approximately 4,350 linear feet of 3", 4" and 2" waterline, 450 linear feet of 4" and 12" steel encasement installed via open trench, required appurtenances, and connections to the existing 3" and 4" water mains associated with the construction of the South San Gabriel Ranches Subdivision Road and Drainage Improvements project in Williamson County. Following is a detailed task list for design:
  - 1.2.1. 30% Deliverable. 30% schematic of the waterline relocations provided to the Utility Owner.
    - 1.2.1.1. Gather and analyze data. Obtain plans and electronic files for roadway and topographic information. This proposal assumes that the survey information will be provided by the roadway engineer and that it will provide data adequate to design the

- water line relocations.
  - 1.2.1.2. Prepare preliminary adjustments and relocations.
  - 1.2.1.3. Coordinate with Utility Owner on preliminary layouts and relocations.
  - 1.2.2. Plans. CobbFendley will prepare design plans for submittal to the Utility Owner at 90% and 100% completion. The **Engineer** shall prepare General Notes. The **Engineer** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans.
    - 1.2.2.1. Cover sheet. (1 Sheet)
    - 1.2.2.2. General Notes. (1 Sheet)
    - 1.2.2.3. Overall Layout Sheet (1 Sheet)
    - 1.2.2.4. Plan sheets (5 Sheets).
    - 1.2.2.5. Adjustment Sheets (4 sheets)
    - 1.2.2.6. Detail Sheets (2 sheets)
  - 1.2.3. Design calculations. The **Engineer** shall perform design calculations as necessary.
  - 1.2.4. Specifications. The **Engineer** shall provide a list of governing specifications and special provisions.
  - 1.2.5. Quantity Take-Off.
  - 1.2.6. Cost Estimate. The **Engineer** shall prepare quantities for construction bid items, as well as estimate of probable costs, at the 30%, 90%, and 100% design submittals.
  - 1.2.7. Project Quality Assurance / Quality Control (QA/QC). The **Engineer** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development. All documents, ("water utility relocation/adjustment work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. The **Engineer** shall perform internal quality control reviews on the PS&E prior to each design milestone submittal.
  - 1.2.8. Submittals. The **Engineer** shall submit plans at each respective design milestone to the Utility Owner, the **Utility Coordinator** and the County or Designated Representative for review. The **Utility Coordinator** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.
  - 1.2.9. Respond to comments. The **Engineer** shall prepare a written response to comments for inclusion with the subsequent submittal.
  - 1.2.10. Coordination/Review meetings. The **Engineer** shall coordinate with the Utility Owner for their review of the design plans at each submittal.
  - 1.2.11. Approvals. The **Engineer** shall coordinate with the Utility Owner for their approval of the design plans.
- 1.3. The **Engineer** shall not assist in the bid phase of the project. **Exclusions** are as follows:
- 1.3.1. Attend pre-bid conference.
  - 1.3.2. Respond to contractor's questions during the bidding process.

- 1.3.3. Prepare addenda to address contractor questions.
  - 1.3.4. Review bid tabs.
  - 1.3.5. Review contractor recommendation.
  - 1.3.6. Selection of the contractor.
- 1.4. The **Engineer** shall provide limited construction phase services associated with the utility relocation, including administration and observation assistance, and excluding inspection services. A detailed scope of services is below:
- 1.4.1. Review 15 project submittals/shop drawings. The **Engineer** shall review each submittal up to two (2) times.
  - 1.4.2. Respond to two (2) Requests for Information (RFI). The **Engineer** shall coordinate with the Utility Owner and the Contractor on RFIs and respond with clarifications as needed.
  - 1.4.3. One (1) Change Order. The **Engineer** shall assist the Utility Owner in negotiation and preparation of change order documents, as necessary.
  - 1.4.4. Record Drawings. The **Engineer** shall prepare a set of record drawings based on Contractor's redlines in the field.
  - 1.4.5. **Exclusions** are as follows:
    - 1.4.5.1. Attend preconstruction meeting.
    - 1.4.5.2. Attend meetings when utility adjustments are in process.
    - 1.4.5.3. Attend periodic site visits.
    - 1.4.5.4. Final Walk Through and Punch List.
    - 1.4.5.5. Project Close Out.
    - 1.4.5.6. Review of pay application and affidavits.
    - 1.4.5.7. Preparation of a Concurrence Letter.
    - 1.4.5.8. Review of pay estimates.
    - 1.4.5.9. Inspection services.
- 1.5. The **Engineer** cannot perform utility design if that individual had a role in utility coordination on the project.

| ID | Task Mode | Task Name              | Duration | Start        | Finish       | Predecessors | Qtr 3, 2020<br>Jul | Qtr 4, 2020<br>Aug | Qtr 1, 2021<br>Sep | Qtr 2, 2021<br>Oct | Qtr 3, 2021<br>Nov | Qtr 4, 2021<br>Dec | Qtr 1, 2022<br>Jan |
|----|-----------|------------------------|----------|--------------|--------------|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 1  | Task      | Notice to Proceed      | 1 day    | Tue 10/6/20  | Tue 10/6/20  |              |                    |                    |                    |                    |                    |                    |                    |
| 2  | Task      | UTILITY ENGINEERING    | 323 days | Wed 10/7/20  | Fri 12/31/21 |              |                    |                    |                    |                    |                    |                    |                    |
| 3  | Task      | 30% SUBMITTAL          | 12 days  | Wed 10/7/20  | Thu 10/22/20 | 1            |                    |                    |                    |                    |                    |                    |                    |
| 4  | Task      | UTILITY OWNER REVIEW   | 5 days   | Fri 10/23/20 | Thu 10/29/20 | 3            |                    |                    |                    |                    |                    |                    |                    |
| 5  | Task      | 90% SUBMITTAL          | 29 days  | Fri 10/30/20 | Wed 12/9/20  | 4            |                    |                    |                    |                    |                    |                    |                    |
| 6  | Task      | UTILITY OWNER REVIEW   | 5 days   | Thu 12/10/20 | Wed 12/16/20 | 5            |                    |                    |                    |                    |                    |                    |                    |
| 7  | Task      | 100% SUBMITTAL         | 27 days  | Thu 12/17/20 | Fri 1/22/21  | 6            |                    |                    |                    |                    |                    |                    |                    |
| 8  | Task      | UTILITY OWNER APPROVAL | 5 days   | Mon 1/25/21  | Fri 1/29/21  | 7            |                    |                    |                    |                    |                    |                    |                    |
| 9  | Task      | CONSTRUCTION PHASE     | 180 days | Mon 2/1/21   | Fri 10/8/21  | 8            |                    |                    |                    |                    |                    |                    |                    |
| 10 | Task      | PROJECT CLOSEOUT       | 60 days  | Mon 10/11/21 | Fri 12/31/21 | 9            |                    |                    |                    |                    |                    |                    |                    |

|  |                    |                       |                    |
|--|--------------------|-----------------------|--------------------|
| Williamson County<br>Road & Bridge Division<br>Utility Engineering | Task               | Inactive Summary      | External Tasks     |
|  | Split              | Manual Task           | External Milestone |
|  | Milestone          | Duration-only         | Deadline           |
|  | Summary            | Manual Summary Rollup | Progress           |
|  | Project Summary    | Manual Summary        | Manual Progress    |
|  | Inactive Task      | Start-only            |                    |
|  | Inactive Milestone | Finish-only           |                    |

## Utility Engineering Services

## Attachment D

## Fee Schedule

| Description of Work Task | Senior Project Manager | Senior Engineer | Project Engineer II | Project Engineer I | Senior Technician | Technician II | Clerical | Total Hours | Total Cost   |
|--------------------------|------------------------|-----------------|---------------------|--------------------|-------------------|---------------|----------|-------------|--------------|
|                          | \$235.00               | \$195.00        | \$150.00            | \$125.00           | \$145.00          | \$115.00      | \$80.00  |             |              |
| UTILITY ENGINEERING      | 24                     | 32              | 80                  | 160                | 40                | 0             | 24       | 360         | \$ 51,600.00 |
| CONSTRUCTION             | 0                      | 0               | 20                  | 48                 | 0                 | 0             | 4        | 72          | \$ 9,320.00  |
| Total Hours              | 24                     | 32              | 100                 | 208                | 40                | 0             | 28       | 404         |              |
| Cost                     | \$5,640                | \$6,240         | \$15,000            | \$26,000           | \$5,800           | \$0           | \$2,240  |             | \$ 60,920.00 |

## Other Direct Expenses

| Description   | Unit Cost   | Units   | CobbFendley |            |
|---|-------------|---------|-------------|------------|
|   |             |         | Quantity    | Total      |
| In-House Reproduction:  |             |         |             |            |
| Copies (up to 11"x17")  | \$ 0.15     | each    | 4070        | \$610.50   |
| Color Prints (up to 11"x17")  | \$ 1.50     | each    | 0           | \$0.00     |
| Color Prints (Larger than 11"x17")  | \$ 3.00     | sq. ft. | 0           | \$0.00     |
| Standard Postage  | \$ 0.50     | each    | 0           | \$0.00     |
| Express Mail (billed at cost - estimated cost shown)                          | \$ 25.50    | each    | 0           | \$0.00     |
| Local Deliveries (billed at cost - estimated cost shown)                      | \$ 15.00    | each    | 6           | \$90.00    |
| Mileage (billed at IRS approved rate - estimated cost shown)                  | \$ 0.585    | mile    | 1140        | \$666.90   |
| Designation & Traffic Control Vehicle   | \$ 3.50     | mile    | 0           | \$0.00     |
| Location Vehicle (Van/Truck)  | \$ 6.50     | mile    | 0           | \$0.00     |
| Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown) | \$ 1,500.00 | each    | 0           | \$0.00     |
| Permits (Local, State, etc.) (billed at cost - estimated cost shown)          | \$ 350.00   | each    | 0           | \$0.00     |
|   |             |         |             | \$1,367.40 |

Work Authorization Total \$ 62,287.40

**Commissioners Court - Regular Session****38.****Meeting Date:** 10/20/2020

Bucket Truck Purchase for R&amp;B

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving purchase of one (1) 2021 Ford F-450 Regular Cab Bucket Truck in the amount of \$91,818.50 including a one-time administrative fee of \$300 from Silsbee Ford, as per GoodBuy Contract #20-8F000 and authorizing signature of the quote.

**Background**

This purchase is for Road and Bridge. See attached quote for details. Department Contact is Daniel Shea. Funding Source: 01.0100.0509.005003.

---

**Fiscal Impact**

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

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:41 AM

10/15/2020 12:07 PM

Started On: 10/14/2020 09:15 AM





## PRODUCT PRICING SUMMARY

**GOODBUY 20-8F000 VEHICLES**

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

End User: WILLIAMSON COUNTY

Prepared by: MICHAEL WILEY

Contact: KEVIN TELLER

Phone: 254-541-9061

Email: kevin.teller@wilco.org

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-450

Date: October 8, 2020

A. Bid Item: 7.29 ALT

A. Base Price: \$ **32,928.00**

**B. Factory Options**

| Code | Options                           | Bid Price | Code | Options                   | Bid Price |
|------|-----------------------------------|-----------|------|---------------------------|-----------|
|      |                                   | \$ -      | 512  | SPARE TIRE                | \$ 350.00 |
| F4G  | 2021 REGULAR CAB 2WD DRW          | INCL      | 62R  | PTO PROVISION             | \$ 280.00 |
|      | 7.3L V8; 10-SPD AUTOMATIC         | INCL      | 18B  | BLACK STEPS               | \$ 320.00 |
|      | VINYL 40/20/40 SEAT; RUBBER FLOOR | INCL      | 872  | REAR VIEW CAMERA PREP PKG | \$ 415.00 |
|      | A/C; AM/FM STERIO W/SYNC          | INCL      |      |                           |           |
|      | 60" CAB TO AXLE                   | INCL      |      |                           |           |
|      | GVWR 16,500lbs                    | INCL      |      |                           |           |
| X8L  | 4.88 LIMITED SLIP REAR AXLE       | \$ 360.00 |      |                           |           |
| 90L  | POWER WINDOWS AND LOCKS           | \$ 865.00 |      |                           |           |
|      | KEYLESS ENTRY                     | INCL      |      |                           |           |

Total of B. Published Options: \$ **2,590.00**

Published Option Discount (5%) \$ **(129.50)**

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

\$= 0.5 %

| Options                  | Bid Price | Options                         | Bid Price |
|--------------------------|-----------|---------------------------------|-----------|
| WHITE                    | COLOR     | REGISTRATION DOC FEE INSPECTION | \$ 170.00 |
| 210 - 240 DAYS ESTIMATED | DELIVERY  |                                 |           |
|                          |           |                                 |           |
|                          |           |                                 |           |
|                          |           |                                 |           |
|                          |           |                                 |           |
|                          |           |                                 |           |
|                          |           |                                 |           |

Total of C. Unpublished Options: \$ **170.00**

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

\$ **900.00**

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

\$ **-**

F. Subcontractor Equipment Price: VERSALIFT VSW-21435 R2 PKG

\$ **55,060.00**

G. Additional Delivery Charge: 0 miles

\$ **-**

H. Subtotal:

\$ **91,518.50**

I. Quantity Ordered 1 x K =

\$ **91,518.50**

J. Trade in:

\$ **-**

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

\$ **300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ **91,818.50**



Versalift Southwest L.L.C.  
1200 Texas Central Pkwy  
Waco, Texas 76712-1415  
254.420.5330



**QUOTATION**  
**VSW-21435 (Rev. 2)**

**Customer:** Silsbee Fleet Group  
Michael Wiley  
[mwiley.silsbeefleet@gmail.com](mailto:mwiley.silsbeefleet@gmail.com)

**Date:** October 8, 2020  
**Model:** SST-37-EIH

**Ref:** Williamson County Road & Bridge  
Kevin Teller  
[kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

We are pleased to quote the VERSALIFT SST-37-EIH; insulated end mounted 37 ft. (11.3 m) telescopic aerial platform lift, 42 ft. (12.8 m) working height, 27 ft. 9 in. (8.5 m) horizontal reach including the following items (based on a 40" frame height):

---

### **AERIAL LIFT SPECIFICATIONS**

**PLATFORM** - The fiberglass platform is 24 in. x 42 in. x 42 in. (0.61 m x 1.07 m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 350 lbs. (160 kg). A tubular rubber support for the platform is provided.

**PERSONNEL RESTRAINT SYSTEM** - An arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

**PLATFORM LINER AND VINYL COVER** - A 50 kV rated liner and soft vinyl cover are supplied for the platform.

**SINGLE STICK PLATFORM CONTROL** - The Unitrol single-stick control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

**TRUGUARD™ 2.0** - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work related contaminants from making direct contact with the isolating surfaces.

**HYDRAULIC PLATFORM LEVELING** - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

**HYDRAULIC TOOL CIRCUIT AT THE PLATFORM** - This system is designed to use open-center hydraulic tools. The tool circuit provides 5 gpm (19 lpm) at 2250 psi (158 kg/cm<sup>2</sup>).

**QUICK DISCONNECTS** - Quick Disconnect hydraulic fittings with dust caps at the platform tool power.

**OUTER/INNER BOOM ASSEMBLY** - The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electroguard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A tie-down strap is included.



## AERIAL LIFT SPECIFICATIONS (CONTINUED)

**COMPENSATED LOWER BOOM** - The lower boom consists of a 6 in. (150 mm) square steel section. The SST-37 lower boom articulates from 7° below horizontal to vertical for a total travel of 97°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

**LIFT EYE** - Mounted to the outer boom, which allows lifting loads up to 500 lbs. (227 kg) with the platform empty and the inner boom retracted.

**CHASSIS INSULATION SYSTEM (Lower Boom Insert)** - The fiberglass insert provides an insulation gap of 12 in. (305 mm) on the SST-EIH. The insert is mounted on the steel boom sections, and then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength. A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions. A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

**PINS** - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

**CYLINDERS** - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

**TURRET** - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

**CONTINUOUS ROTATION** - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret. Rotation is accomplished by a hydraulically driven worm and spur gear set acting on a shear-ball rotation bearing. The critical bolts holding the turret to the rotation bearing and the bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are marked with a torque seal indicator to provide a quick means to inspect for relative movement. A slotted adjustment is provided for pinion and rotation gear clearances. An external hex drive is provided for manual rotation in case of hydraulic failure.

**PEDESTAL** - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

**HYDRAULIC OIL RESERVOIR** - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

**INDIVIDUAL LOWER CONTROLS** - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

**LUBRICATION** - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

**HYDRAULIC SYSTEM** - The open-center hydraulic system operates at 5 gpm (18.9 lpm) at 2250 psi (158 kg/cm<sup>2</sup>). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level.

**HOSES AND FITTINGS** - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

**INDEPENDENT A-FRAME OUTRIGGERS** - Outriggers are shear-plate mounted to the frame and are equipped with pilot operated check valves, internal thermal relief valves and separate controls. At maximum extension, the outriggers furnish 125 ¾ in. (3.19 m) of spread and 9 in. (229 mm) of penetration. They have 17 in. (432 mm) of ground clearance based on 36 in. (0.91 m) or 31 in. (0.79 m) frame height. Outrigger pivot feet are standard.



## AERIAL LIFT SPECIFICATIONS (CONTINUED)

**OUTRIGGER BOOM INTERLOCK SYSTEM** - The outrigger/boom interlock system is a feature designed to prevent the lift from being operated until the outriggers contact the ground. The interlock also prevents the outriggers from being retracted before the lower boom is properly stored.

**ENGINE START/STOP AND MASTER CONTROL** - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the "run" position and the master switch is "on." This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

**BACKUP PUMP** - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a 12V DC motor, which is powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the platform and a toggle switch at the pedestal energize this system. When used with continuous rotation, an additional pass in the collector assembly is usually required.

**AUTOMATIC THROTTLE CONTROL** - Automatically advances the engine idle speed when the PTO is engaged.

**ELECTRICAL INSULATION SPECIFICATIONS** - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

**PAINT** - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

**SLOPE INDICATORS** - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

**MANUALS** - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

## CHASSIS SPECIFICATIONS

### Minimum Chassis Requirements:

- Clean Cab to Axle Dimension (tops, sides and bottoms) ..... 60 in. (1.52 m)
- Frame Section Modulus ..... 9.25 in<sup>3</sup> (152 cm<sup>3</sup>)
- Frame Resisting Bending Moment ..... 333,000 in-lbs. (37,600 N-m)
- GVWR ..... 14,500 lbs. (6575 kg)
- Front GAWR ..... 5,000 lbs. (2270 kg)
- Rear GAWR ..... 10,000 lbs. (4535 kg)
- Approximate Curb Weight for Stability ..... 10,500 lbs. (4763 kg)
- 2020 Ford Cab & Chassis
- Gasoline Engine
- PTO Provision
- Rear Fuel Tank Only

## **BODY SPECIFICATIONS**

### **Steel Service Body:**

108 Inches Long x 40 Inches High x 94 Inches Wide

### **Body Dimensions:**

- 108 Inches - Body Length
- 40 Inches - Body Height
- 94 Inches - Body Width
- 60 Inches - Chassis C/A
- 40 Inches - Compartment Height
- 20 Inches - Compartment Depth
- 54 Inches - Load Space Width
- 24 Inches - Top of Body to Top of Floor Dimension
- 18 Inches - Horizontal Compartment Height

### **Body Materials:**

- 16 ga Galvanneal - Main Body Material
- 13 ga 4-Way Treadplate - Compartment Tops Material
- 14 ga Galvanneal - Wheel Panels Material
- 14 ga Galvanneal - Front Bulkhead Material
- 18 ga Galvanized - Shelving Material
- Adjustable on Unistrut - Shelving Mounting Style

### **Door Materials:**

- Standard, Double Panel - Door Type
- 18 ga Galvanneal - Inner Door Material
- 18 ga Galvanneal - Outer Door Material
- Stainless Steel Rod & Socket - Door Hinge Style
- 5/16" Stainless Steel - Door Rod Material
- Chain - Vertical Door Holder Option
- Chain - Horizontal Door Holder Option
- Single Point Rotary (Stainless Steel) - Latch Type
- Customer Etched Logo Latch

### **Floor and Understructure:**

- 12 ga (.109) 4-Way Treadplate - Bed Area Floor Material
- SST-37-EIH - Unit Cutout in Floor
- Standard - Body Frame Style
- Structural - Body Frame Material
- 6 Inch - Body Frame Height
- 2" x 2" treadplate angle at front bulkhead. - VSW
- 3" x 8" cutouts in frame channel for routing hydraulic hose. - VSW
- 3" x 6" cutouts in Tailshelf channels 1" in from end for routing hydraulic hose. - VSW
- 3" x 8" cutouts in frame channel for routing hydraulic hose. - VSW

### **Accessories:**

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weather-stripping (PN# 30132) (Installed)
- Master Door Lock, Hook and Loop System on Both Sides with Two (2) Spring Loaded Door Handles
  - ❖ Handles located at rear
- One (1) Fuel Filler Cutout in Streetside of Fender Panel
- Two (2) formed angle Mudflap brackets - 19"L x 1-1/2" x 1-1/2"
  - ❖ 12 gauge galvanneal

### **Paint:**

- Prime Paint Complete
- Rubberized protective undercoat



## **BODY SPECIFICATIONS (CONTINUED)**

### **Streetside Compartmentation:**

#### **1st Vertical Compartment:**

34" Wide x 40" High x 20" Deep Compartment

- Two (2) Adjustable Shelves
  - ❖ Divider Slots on 2" Centers, with Four (4) Adjustable Dividers
- Outrigger Cutout with Cover In this Compartment

#### **Horizontal Compartment:**

48" Wide x 18" High x 20" Deep Compartment

- Vacant / Open Compartment

#### **Rear Vertical Compartment:**

26" Wide x 40" High x 20" Deep Compartment

- Five (5) locking swivel 1/2" carriage bolt material hooks installed as high as possible 1-3-1

### **Streetside Hotstick Shelf:**

108 Inch Long Shelf

- Installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
  - ❖ Stud Mounted Latches to Have Hidden Fasteners Inside the Door
  - ❖ Striker Installed in Door Frame for Maximum Opening
  - ❖ Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weather-stripping Mechanically Fastened to Door Frame with Rounded Corners

### **Curbside Compartmentation:**

#### **1st Vertical Compartment:**

34" Wide x 40" High x 20" Deep Compartment

- Two (2) Adjustable Shelves
  - ❖ Divider Slots on 2" Centers, with Four (4) Adjustable Dividers
- Outrigger Cutout with Cover In this Compartment

#### **Horizontal Compartment:**

48" Wide x 18" High x 20" Deep Compartment

- One (1) Removable Shelf
  - ❖ Divider Slots on 2" Centers, with Eight (8) Adjustable Dividers

#### **Rear Vertical Compartment:**

26" Wide x 40" High x 20" Deep Compartment

- Five (5) locking swivel 1/2" carriage bolt material hooks installed as high as possible 1-3-1

### **Tailshelf:**

36 inches long X 94 inches wide x 6 inches high

- 12 Ga. Hot rolled treadplate tail shelf.

### **Tailshelf Rear Lighting:**

- 7 Lamp Located in the Light Bar Rear Lighting in Tailshelf
- Two (2) Stop/Tail/Turn Lights - Peterson Brand M826R-7 L.E.D (PN# 30660)
- Two (2) Clear Back Up Lights - Peterson Brand M826C-7 L.E.D (PN# 30703)
- Two (2) Front Clearance Lights Reflector Style- Peterson brand M173A L.E.D (PN# 30678)
- Wired to Rear Clearance Light Circuit
- Two (2) Side Clearance Lights Reflector Style- Peterson brand M173R L.E.D (PN# 30679)
- Two (2) Rear Clearance Lights Reflector Style - Peterson brand M173R L.E.D (PN# 30679)
- Three (3) Light Center Cluster Reflector Style - Peterson brand M173R L.E.D (PN# 30679)
- 7-Lamp Light Wiring Harness (PN# 30366)

## **BODY SPECIFICATIONS (CONTINUED)**

### **Outrigger Control Boxes:**

- Two (2) single outrigger control boxes

### **Grab Handles:**

- One (1) Standard 12 3/4" OD wide pool type grab handle on top of tail shelf.
- One (1) Mini pool type grab handle on top of tail shelf.

### **Access Step:**

- One (1) Rubber belt type access step under the tailshelf

### **Wheel Chock Storage:**

- One (1) built into body fender panel on streetside and One (1) curbside.
- Includes pendulum retainers

### **Outrigger Pad Holders:**

20" x 20" x 2"

- Two (2) under body mounted outrigger pad holders.
- Includes pendulum retainers

## **INSTALLATION DETAILS**

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-37-EIH
- Furnish and install hydraulic diagnostic test ports
- Furnish and install body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm
- Furnish and install a pedestal mounted LED amber strobe light behind the cab on the streetside
- Furnish and install combo pintle/hitch with 2" ball and two (2) safety "D" rings
- Furnish and install ICC rear bumper
- Furnish and install a 6-prong trailer receptacle
- Furnish and install mud flaps
- Furnish and install travel height decal in the cab
- Furnish and install rubber bumper for hotstick door
- Furnish and install a protective eyebrow for the OEM rearview camera eye at the rear
- Paint body to match cab and chassis
- Paint treadplate floor with black no-skid
- Install the OEM rearview camera eye at the rear
- Furnish a 5 lb. fire extinguisher and a 3-piece triangle reflector kit
- Furnish two (2) 18" X 18" X 1" outrigger pads
- Furnish two (2) rubber wheel chocks
- Furnish chassis inspection
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2



### PRICE SUMMARY

|   |                     |
|---|---------------------|
| Aerial, Body, Accessories and Installation:               | \$ 55,060.00        |
| Chassis (2020 Ford Cab & Chassis):                        | \$To Be Supplied    |
| <b>SUBTOTAL:</b>  | <b>\$ 55,060.00</b> |
| <b>NET PRICE FOB WILLIAMSON COUNTY ROAD &amp; BRIDGE:</b> | <b>\$ 55,060.00</b> |

### NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 180-210 Days after receipt of order or 60 days after receipt of chassis, whichever is later. Delivery times are subject to change without prior notice.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Chassis specification must accompany purchase order. If the chassis specification does not meet minimum requirements for the application additional charges may be incurred to meet those requirements. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.

Thank you for considering **Versalift Southwest** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Michael J. Jacko  
Regional Sales Manager  
Phone: (254) 227-1755  
[mikejacko@versalift.com](mailto:mikejacko@versalift.com)

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

P.O. #: \_\_\_\_\_ Quantity: \_\_\_\_\_

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this with your PO to (254) 776-8025 or email to [staceymetayer@versalift.com](mailto:staceymetayer@versalift.com).

**Commissioners Court - Regular Session****39.****Meeting Date:** 10/20/2020

1807-245 renewal 2 Bulk Fuel for Williamson County

**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 Bulk Fuel for Williamson County Contract 1807-245, renewal option period 2, for the term of December 1, 2020 – November 30, 2021, for the same pricing, terms and conditions as the existing contract with Petroleum Traders Corporation.

**Background**

This is the second and last available renewal option for this bulk fuel contract that provides supply of gasoline and diesel fuel to Williamson County on an "as needed" basis in order to service County owned equipment and vehicles. The Fleet Department provided a Vendor Performance Report stating the vendor met all requirements and requests renewal. The department point of contact is Kevin Teller, Director of Fleet Services. The funding source in the FY21 budget is 0882.0882.003301 Gasoline.

---

**Fiscal Impact**

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

**Attachments**

1807-245 renewal 2 Bulk Fuel - vendor signed

1807-245 renewal 1 Bulk Fuel - fully executed

Bid Tab Packet 1807-245

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:45 AM

10/15/2020 10:50 AM

Started On: 10/14/2020 11:27 AM





## Summary Agreement for Renewal of Williamson County Contract

|  |   |   |                |                         |                                      |                         |                                      |                         |                                      |
|--|---|---|----------------|-------------------------|--------------------------------------|-------------------------|--------------------------------------|-------------------------|--------------------------------------|
| <b>Purchase/Contract Type:</b>   | Material  | <b>Department:</b>                                    | Fleet Services |                         |                                      |                         |                                      |                         |                                      |
| <b>Vendor Name:</b>  | Petroleum Traders Corporation                   |   |                |                         |                                      |                         |                                      |                         |                                      |
| <b>Vendor Address:</b>   | 7120 Pointe Inverness Way, Fort Wayne, IN 46804 |   |                |                         |                                      |                         |                                      |                         |                                      |
| <b>Purpose/Intended Use of Product or Service (summary):</b>   |   |   |                |                         |                                      |                         |                                      |                         |                                      |
| Bulk Fuel - provide gasoline and diesel fuel   |   |   |                |                         |                                      |                         |                                      |                         |                                      |
| <b>P.O./Contract Number:</b>   | 1807-245  | <b>Effective Date:</b>                                | 12/01/2020     |                         |                                      |                         |                                      |                         |                                      |
| <b>Purchaser/Contract Specialist:</b>  | Dianne West                                     | <b>Expiration Date:</b>                               | 11/30/2021     |                         |                                      |                         |                                      |                         |                                      |
| <b>Requested By:</b>   | Kevin Teller, Department of Fleet Services      |   |                |                         |                                      |                         |                                      |                         |                                      |
| <b>Detailed description of renewal of product and/or service.</b>  |   |   |                |                         |                                      |                         |                                      |                         |                                      |
| <ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal, for the same pricing, terms and conditions as the existing contract.</li> <li>Please include the following: <ul style="list-style-type: none"> <li>- Completed Texas Ethics Commission Form 1295; And</li> <li>- Renewed Certificate of Insurance if it was required in bid/proposal.</li> </ul> </li> <li><b>Extend Contract for the 2<sup>nd</sup> of two (2) one year renewal option periods:</b> <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 35%;">Renewal Option Period 2</td> <td>December 1, 2020 – November 30, 2021</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>December 1, 2019 – November 30, 2020</td> </tr> <tr> <td>Initial Contract Period</td> <td>December 1, 2018 – November 30, 2019</td> </tr> </table> </li> </ul> |   |   |                | Renewal Option Period 2 | December 1, 2020 – November 30, 2021 | Renewal Option Period 1 | December 1, 2019 – November 30, 2020 | Initial Contract Period | December 1, 2018 – November 30, 2019 |
| Renewal Option Period 2  | December 1, 2020 – November 30, 2021            |   |                |                         |                                      |                         |                                      |                         |                                      |
| Renewal Option Period 1  | December 1, 2019 – November 30, 2020            |   |                |                         |                                      |                         |                                      |                         |                                      |
| Initial Contract Period  | December 1, 2018 – November 30, 2019            |   |                |                         |                                      |                         |                                      |                         |                                      |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>  |   |   |                |                         |                                      |                         |                                      |                         |                                      |
| Vendor <u>Petroleum Traders Corporation</u>  |   | Williamson County, 710 Main St., Georgetown, TX 78626 |                |                         |                                      |                         |                                      |                         |                                      |
| Name <u>Gayle Newton</u>   |   | Bill Gravell  |                |                         |                                      |                         |                                      |                         |                                      |
| Title <u>Contract Sales Manager</u>  |   | Williamson County Judge                               |                |                         |                                      |                         |                                      |                         |                                      |
| Signature <u><i>Gayle Newton</i></u>   |   | Signature _____                                       |                |                         |                                      |                         |                                      |                         |                                      |
| Date <u>10/08/2020</u>   |   | Date _____  |                |                         |                                      |                         |                                      |                         |                                      |





### Summary Agreement for Renewal of Williamson County Contract

|   |   |                  |                |
|---|---|------------------|----------------|
| Purchase/Contract Type:   | Material  | Department:      | Fleet Services |
| Vendor Name:  | Petroleum Traders Corporation                         |                  |                |
| Vendor Address:   | 7120 Pointe Inverness Way, Fort Wayne, IN 46804       |                  |                |
| Purpose/Intended Use of Product or Service (summary):   |   |                  |                |
| Bulk Fuel - provide gasoline and diesel fuel  |   |                  |                |
| P.O./Contract Number:   | 1807-245  | Effective Date:  | 12/01/2019     |
| Purchaser/Contract Specialist:  | Dianne West   | Expiration Date: | 11/30/2020     |
| Requested By:   | Kevin Teller, Department of Fleet Services            |                  |                |
| Detailed description of renewal of product and/or service.  |   |                  |                |
| <ul style="list-style-type: none"><li>Williamson County wishes to extend this bid/proposal, for the same terms and conditions as the existing contract, with the exception of, the updated bid margins proposed for renewal period per letter dated 1.22.20, which is incorporated herein as if copied in full.</li><li>Please include the following:<ul style="list-style-type: none"><li>Completed Texas Ethics Commission Form 1295; And</li><li>Renewed Certificate of Insurance if it was required in bid/proposal.</li></ul></li><li>Extend Contract for the 1<sup>st</sup> of two (2) one year renewal option periods:</li></ul> |   |                  |                |
| Renewal Option Period 1   | December 1, 2019 – November 30, 2020                  |                  |                |
| Initial Contract Period   | December 1, 2018 – November 30, 2019                  |                  |                |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>   |   |                  |                |
| Vendor  | Petroleum Traders Corporation                         |                  |                |
| Name  | Gayle Newton  |                  |                |
| Title   | Contract Sales Manager                                |                  |                |
| Signature   |   |                  |                |
| Date  | 1/23/2020   |                  |                |
|   | Williamson County, 710 Main St., Georgetown, TX 78626 |                  |                |
|   | Bill Gravell  |                  |                |
|   | Williamson County Judge                               |                  |                |
| Signature   |   |                  |                |
| Date  | 2/4/20  |                  |                |



**PETROLEUM TRADERS**  
Corporation

PO BOX 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

1/22/2020

Williamson County, TX  
100 Wilco Way  
Suite P101  
Georgetown, TX 78626

RE: Renewal of Contract 1807-245 Bulk Fuel

To whom it may concern:

Petroleum Traders Corporation requests the below updates to our bid margins for the new renewal period:

|   | Gas Transport<br>Margin | Diesel Transport<br>Margin | Gas Tankwagon<br>Margin | Diesel Tankwagon<br>Margin |
|---|-------------------------|----------------------------|-------------------------|----------------------------|
| Current<br>(12/01/2018-<br>02/29/2020)  | -0.0197                 | +0.0043                    | +0.1050                 | +0.1050                    |
| Proposed<br>(12/1/2019 -<br>11/30/2020) | -0.0097                 | +0.0043                    | +0.1150                 | +0.1050                    |

Respectfully,

Gayle Newton, Contract Sales Manager

**Bid Tabulation Packet  
for  
Solicitation 1807-245**


**Bulk Fuel for Williamson County**

**Bid Designation: Public**




**Williamson County, Texas**

**Bid #1807-245 - Bulk Fuel for Williamson County**Creation Date **Jul 3, 2018**End Date **Sep 25, 2018 3:00:00 PM CDT**Start Date **Jul 24, 2018 11:45:37 AM CDT**Awarded Date **Not Yet Awarded**

| <b>1807-245--01-01</b> Please attach all documents to this line |  |   |             |        |      |
|---|--|---|-------------|--------|------|
| Supplier  | Unit Price   | Qty/Unit  | Total Price | Attch. | Docs |
| Petroleum Traders Corporation [Ad]                              | First Offer -  | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b>   |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b>  |             |        |      |
| Pinnacle Petroleum, Inc.  | First Offer -  | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b> all products  |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b>  |             |        |      |
| Sun Coast Resources Inc. [Ad]                                   | First Offer -  | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b>   |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b>  |             |        |      |
| IPC (USA), Inc. [Ad]  | First Offer -  | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b>   |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b>  |             |        |      |
| Mansfield Oil Company [Ad]                                      | First Offer -  | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b>   |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b> Please see attached for all additional required information. |             |        |      |
| RKA Petroleum   |  First Offer - | 1 / gallon  |             | Y      | Y    |
| <b>Product Code:</b>  |  | <b>Supplier Product Code:</b>   |             |        |      |
| <b>Agency Notes:</b>  |  | <b>Supplier Notes:</b>  |             |        |      |

**Supplier Totals**

|  |  |   |   |
|--|--|---|---|
| f Sun Coast Resources Inc. [Ad]  |  | \$0.00  |   |
| <b>Bid Contact</b> Terri Bateman<br>national@suncoastresources.com<br>Ph 713-429-6702<br>Fax 713-969-3383  |  | <b>Address</b> 6405 Cavalcade<br>Houston, TX 77026  |   |
| <b>Bid Notes</b> On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.<br>We look forward to working with you in the near future! |  |   |   |
| <b>Agency Notes:</b>   |  | <b>Supplier Notes:</b><br>On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.<br>We look forward to working with you in the near future! | <b>Head Attch:</b><br> |
| f Pinnacle Petroleum, Inc.   |  | \$0.00  |   |
| <b>Bid Contact</b> Liz McKinley<br>lmckinley@pinnaclepetroleum.com<br>Ph 714-841-8877<br>Fax 714-841-8877  |  | <b>Address</b> 16651 Gemini Lane<br>Huntington Beach, CA 92647  |   |

| Agency Notes:   |  | Supplier Notes:  |  | Head<br>Attch:  |
|---|--|--|--|---|
|   |  |  |  |    |
| f IPC (USA), Inc. [Ad]  |  | \$0.00   |  |   |
| Bid Contact <b>Blanca Hurtado</b><br><b>helena.schechter@usipc.com</b><br><b>Ph 949-648-5620</b><br><b>Fax 949-648-5612</b> |  | Address <b>4 Hutton Center Drive</b><br><b>Suite 700</b><br><b>Santa Ana, CA 92707</b> |  |   |
| Agency Notes:   |  | Supplier Notes:  |  | Head Attch:   |
|   |  |  |  |    |
| f Mansfield Oil Company [Ad]  |  | \$0.00   |  |   |
| Bid Contact <b>Diane Burke</b><br><b>mocbids@mansfieldoil.com</b><br><b>Ph 678-450-2283</b><br><b>Fax 678-450-2242</b>      |  | Address <b>1025 Airport Pkwy</b><br><b>Gainesville, GA 30501</b>                       |  |   |
| Bid Notes <b>Thank you for the opportunity to participate in this bid.</b>  |  |  |  |   |
| Agency Notes:   |  | Supplier Notes:  |  | Head Attch:   |
|   |  | Thank you for the opportunity to participate in this bid.                              |  |    |
| f Petroleum Traders Corporation [Ad]  |  | \$0.00   |  |   |
| Bid Contact <b>Gayle Newton</b><br><b>gnewton@petroleumtraders.com</b><br><b>Ph 800-348-3705</b><br><b>Fax 260-203-3820</b> |  | Address <b>7120 Pointe Inverness Way</b><br><b>Fort Wayne, IN 46804</b>                |  |   |
| Agency Notes:   |  | Supplier Notes:  |  | Head Attch:   |
|   |  |  |  |  |
| f RKA Petroleum   |  | \$0.00   |  |   |
| Bid Contact <b>Cynthia Kilian</b><br><b>ckilian@rkapetroleum.com</b><br><b>Ph</b>   |  | Address <b>28340 Wick Rd</b><br><b>Romulus , MI 48174</b>                              |  |   |
| Agency Notes:   |  | Supplier Notes:  |  | Head Attch:   |
|   |  |  |  |  |

\* \*

## Sun Coast Resources Inc.

**Bid Contact** Terri Bateman  
**national@suncoastresources.com**  
**Ph 713-429-6702**  
**Fax 713-969-3383**

**Address** 6405 Cavalcade  
 Houston, TX 77026

**Bid Notes** On behalf of Sun Coast Resources Inc., we would like to thank you for the opportunity to provide a response to the RFP. Please feel free to reach out should you require any additional documents or have questions regarding our attached RFP proposal.  
 We look forward to working with you in the near future!

| Item #          | Line Item                                | Notes                     | Unit Price    | Qty/Unit   | Attch. | Docs |
|-----------------|--|---------------------------|---------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | Supplier<br>Product Code: | First Offer - | 1 / gallon | Y      | Y    |
| Supplier Total  |  |                           |               |            | \$0.00 |      |



Sun Coast Resources Inc.

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

Attachments

Williamson County BID-Air Quality Response.pdf

1295.pdf

CIQ.pdf

Williamson County Exceptions Page.pdf

Sun Coast Copyright Letter\_04262016.pdf

SUN COAST BID- PRICE SHEET.pdf



**Invitation for Bid: Bulk Fuel for Williamson County  
Solicitation Number 1807-245**

Air Quality- Section 4.36 (Page 30)

Sun Coast Resources, Inc. meets or exceeds all state or federal environmental standards. The Sun Coast Safety Team includes a subset team of experts in its environmental compliance department with over 37 years of experience in regulatory enforcement, environmental consulting, and industrial/petroleum compliance. Our terminal locations throughout Texas, Louisiana, and Oklahoma are permitted and in compliance with federal, state, and local requirements including: Hazardous Materials Transportation, Storm Water Pollution Prevention, Spill Prevention Control and Countermeasure Plans (as required under the Oil Pollution Act of 1990), Petroleum Storage Tank regulations, Industrial and Hazardous Waste, Sludge Transportation, Used Oil Transportation and Recycling. Regarding air quality, fuel transfers can contribute hazardous air pollutants in the form of volatile organic compounds. This can be mitigated by the use of vapor recovery systems, with which all Sun Coast trucks are equipped to use during fuel transfers. We also voluntarily run biodiesel in our fleet of trucks to minimize air emissions from the actual transportation component of fuel distribution. Sun Coast has a vehicle idling policy in which vehicles are to shut off their engines if they idle for 3 minutes or longer to prevent or minimize air emissions, unless the engine is needed to power a pump for product transfers, or in the case of extreme heat or cold for driver safety reasons.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Sun Coast Resources, Inc.  
Houston, TX United States

**Certificate Number:**  
2018-395777

**Date Filed:**  
08/23/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

1807-245  
Bulk Fuel.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | Rath, Paul               | Houston, TX United States                | X  |              |
|   | Smith, Lisa L.           | Houston, TX United States                | X  |              |
|   | Lehne, Kathy             | Houston, TX United States                | X  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |
|   |                          |  |  |              |

**5 Check only if there is NO Interested Party.** ☐

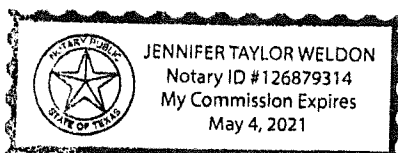
**6 UNSWORN DECLARATION**

My name is Jennifer Weldon, and my date of birth is 11-13-74.

My address is 6405 Cavalcade, Hou, TX, 77006, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 27 day of Aug, 20 18.  
(month) (year)



[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

Sun Coast Resources, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes

☐ No

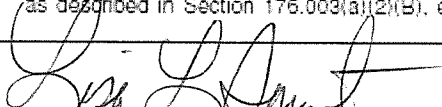
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

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

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

7   
Signature of vendor doing business with the governmental entity

9/11/18  
Date



Invitation for Bid: Bulk Fuel for Williamson County  
Solicitation Number 1807-245  
Sun Coast Resources, Inc. Exceptions Page

1. Testing and Inspections- Section 4.12 (Page 25)

Bidder requests this section be amended to read:

“The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review upon reasonable written notice and secure an agreed time and date from the Bidder. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s) if the Bidder does not cure the defect within a reasonable time.”

2. Indemnification- Section 4.14 (Page 26)

Bidder request that this section be amended to read:

“The Successful Bidder agrees, to the fullest extent permitted by law and to the extent caused by the Bidder, to indemnify and hold harmless, the County, its officials, employees, agents and agent’s employees from, and against, all claims, liability, and expenses including reasonable attorneys’ fees, arising from activities of the Bidder, its agents, servants or employees, during the performance of services under this Contract, by the negligent act, error, or omission of the Bidder, or any of the Bidder agents, servants, or employees, as well as all claims of loss or damage to the Bidder’s and the County property, equipment, and/or supplies.”

3. Indemnification- Section 4.14 (Page 26)

Bidder requests this section be amended to read:

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

4. Indemnification- Section 4.14 (Page 26)

Bidder requests this sentence be stricken in its entirety.

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

5. Force Majeure- Section 4.18 (Page 27)

Bidder requests this section be amended to read:

“If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, fuel allocation issues and/or regional supply shortages that cause price increases that are outside of the party’s control, commercial impracticability or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party. In the



event of such allocation issues or supply shortages, upon notice to the affected party, the performing party may temporarily adjust the pricing during the force majeure event to reflect the increased cost to the performing party. No such price adjustment permitted under this force majeure section shall be binding upon the affected party until such time the affected party has accepted such adjustments in writing; however, it is understood and agreed that absent such acceptance by the affected party, the performing party will be excused from any obligation to deliver product during the force majeure event.”

6. Payment- Section 4.38 (Page 30)

Bidder requests this section be amended to read:

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

7. Cooperative Purchasing Program- Section 4.40 (Page 31)

Bidder will agree to this only with a written agreement signed by Bidder and any other governmental entity requesting purchase off the County’s Agreement.

8. Insurance Requirements- Section 1.6(A)(4) Coverage Limits (Page 35)

Bidder requests this section be stricken in its entirety.

“Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.”

9. Insurance Requirements- Section 1.6(C) Premiums and Deductible (Page 35)

Bidder requests this sentence be stricken in its entirety. Bidder considers this information to be confidential and proprietary.

“...any deductibles or self-insured retentions **over \$50,000** in the Successful Bidder’s insurance must be declared and approved in writing by County in advance.”

10. Bid Pricing (Page 38)

Bidder requests this section be stricken in its entirety. Due to contractual obligations, Bidder cannot provide this information.

“The Successful Bidder is required to supply a current copy of the “Oil Pricing Information Service (OPIS) Report” to the Contract Administrator daily by email as follows: Email: kevin.teller@wilco.org.”

11. Natural Disaster or Emergency Situation (Page 38)

Bidder requests this section be stricken in its entirety. Bidder provides emergency services at an additional cost to be quoted separately.

“In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower”



Alexandra Kern  
Oil Price Information Service  
direct line: (301) 287-2491  
fax: (301) 287-2778  
akern@opisnet.com  
www.opisnet.com

Terri Bateman & Lisa Moore  
Sun Coast Resources  
6405 Cavalcade St. Building 1  
Houston, Texas 77026  
Phone: (713) 429-6702

All OPIS information is covered by federal copyright protection and intended for use by a paid subscriber(s). If you are not a paid subscriber and wish to receive pricing data please contact the OPIS Customer Service department via email and/or telephone.

- Email: [energyys@opisnet.com](mailto:energyys@opisnet.com)
- Phone: (888) 301-2645 (toll-free within the U.S.) or (301) 287-2645 (international)

Subscribers that distribute OPIS data to unlicensed users are in violation of copyright. Therefore, subscribers are unable to attach copies of OPIS pricing to invoices or share the copyrighted information in any form with unlicensed users inside or outside of their organization.

An organization that puts out a bid based on an OPIS price bears the responsibility of purchasing and receiving the pricing data on their own accord unless an agreement is made for another organization to purchase the data on their behalf.

Thank you for your attention to this important matter.

Sincerely,  
Alexandra Kern, OPIS  
Account Representative

Signature: Alexandra M. Kern Date: 4/26/2016  
(Authorized OPIS Representative)

## SUN COAST RESOURCES, INC. BID SHEET

| <b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> | <b>Demurrage Charge</b> |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|-------------------------|
| Conventional Gasoline with 10% Ethanol   | Flint Hills      | \$2.1503                  | n/a                  | +.0875        | \$2.2378              | \$75.00                 |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                | Flint Hills      | \$2.3278                  | n/a                  | +.0875        | \$2.4153              | Please see below**      |

*Delivery Location: Williamson County, No Location Specified*

| <b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> | <b>Demurrage Charge</b> |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|-------------------------|
| Conventional Unleaded Gasoline with 10% Ethanol  | Flint Hills      | \$2.1503                  | n/a                  | +.0452        | \$2.1955              | \$75.00                 |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                      | Flint Hills      | \$2.3278                  | n/a                  | +.0452        | \$2.3730              | Please see below**      |

*Delivery Location: Williamson County, No Location Specified*

| <b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b> | <b>Brand Bid</b> | <b>Cost Per Stop</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> | <b>Demurrage Hourly</b> |
|--|------------------|----------------------|----------------------|---------------|-----------------------|-------------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                    | Flint Hills      | \$200.00             | n/a                  | +1.00         | \$3.3278 +            | \$75.00 see below       |

*Delivery Location: Williamson County, No Location Specified*

Per stop fee

\* Used the Daily Gross Opis Average, Austin price of \$ 2.1503 for the unleaded and \$2.3278 for the diesel on the date of 9/21/2018.

\*\*Demurrage Charge: Driver is allowed 1 hour on location, any time after that will be charged at a rate of \$1.25 per minute or \$75.00 per hour.



Supplier: **Sun Coast Resources Inc.**



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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

**Bidders are strongly encouraged to carefully read this entire IFB.**

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

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

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

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

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Sun Coast Resources Inc.**

## Bidder References

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

### Reference 1

Client Name:

**Aldine ISD HOUSTON**

Location:

Contact Name:

**Michael Houston Director of Purchasing**

Title:

Phone:

**281-985-6141 mehouston@aldineisd.org**

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**FUEL AND LUBRICANTS**

### Reference 2

Client Name:

**County of Galveston GALVESTON**

Location:

Contact Name:

**Rufus Crowder Head of Purchasing**

Title:

Phone:

**409-770-5403 Rufus.crowder@co.galveston.tx.us**

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**FUEL AND LUBRICANTS**

**Reference 3**

Client Name:  
**Harris County HOUSTON**

Location:

Contact Name:  
**Melissa McCord Senior Buyer**

Title:

Phone:  
**713-274-4424**

E-mail

Contract Date To:  
**Melissa.McCord@pur.hctx.net**

Contract Date From:

Contract Value: \$

Scope of Work:  
**FUEL, LUBRICANTS, EMERGENCY RESPONSE**

**Supplier: Sun Coast Resources Inc.**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |  | <b>Form<br/>CIQ</b>                                |
|--|--|--|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |  | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| 1  | <p><b>Name of person doing business with local governmental entity.</b><br/><b>Sun Coast Resources, Inc.</b></p>   |  |
| 2  | <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |  |
| 3  | <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b><br/><b>N/A</b></p>   |  |
| 4  | <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p>  |  |

|  |                                       |
|--|---------------------------------------|
| <p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br/><b>For vendor or other person doing business with local governmental entity</b></p> | <p><b>Form<br/>CIQ<br/>Page 2</b></p> |
|--|---------------------------------------|

|   |  |                                |
|---|--|--------------------------------|
| 5 | <p><b>Name of local government officer with whom filer has affiliation or business relationship.<br/>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> |                                |
| 7 |  |                                |
|   |  | tbateman@suncoastresources.com |
|   | Signature of person doing business with the governmental entity  | Date                           |
|   | <p style="color: red;">Signature not required if completing in BIDSYNC electronically.</p>   |                                |

**Supplier: Sun Coast Resources Inc.**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

|  |  |
|--|--|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p><b>Sun Coast Resources, Inc.</b></p>   |  |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>   |  |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">n/a<br/>Name of Officer</p>   |  |
| <p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> |  |
| <p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>   |  |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |  |
| <p><b>7</b> <span style="color: red;">Signature is not required if completing in BIDSYNC electronically;</span></p> <p><b>Terri Bateman</b><br/>Signature of vendor doing business with the governmental entity</p> <p><b>tbateman@suncoastresources.com</b><br/>Date</p>  |  |





## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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



Supplier: **Sun Coast Resources Inc.**

## BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

|   |                                       |
|---|---------------------------------------|
| <b>Name of Bidder:</b>                              | <b>Sun Coast Resources, Inc.</b>      |
| <b>Address of Bidder:</b>                           | <b>6405 CAVALCADE</b>                 |
| <b>Email:</b>                                       | <b>NATIONAL@suncoastresources.com</b> |
| <b>Telephone:</b>                                   | <b>7134296702</b>                     |
| <b>Printed Name of Person Submitting Affidavit:</b> |                                       |
| <b>Signature of Person Submitting Affidavit:</b>    |                                       |

### Cooperative Purchasing Program

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

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input checked="" type="checkbox"/> | I will not offer the quoted prices to all authorized entities.                                      |

---

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

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

SUBSCRIBED AND SWORN to before me by the above-named  
on this the day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

Supplier: **Sun Coast Resources Inc.**



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

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

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

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

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

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

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

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

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

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

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

## 2.3 BID AFFIDAVIT

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

## 2.4 ETHICS

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

## 2.5 BID SUBMITTAL DEADLINE

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



## 2.6 DELIVERY OF BIDS

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

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

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

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

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

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

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

### **3.13 FIRM PRICING**

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

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

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

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

### **3.16 REFERENCES**

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

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

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

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

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

#### **4.13 BID PREPARATION COSTS**

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

#### **4.14 INDEMNIFICATION**

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



hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

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

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

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

#### **4.15 WAIVER OF SUBROGATION**

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

#### **4.16 RELATIONSHIP OF THE PARTIES**

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

#### **4.17 SOLE PROVIDER**

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

#### **4.18 FORCE MAJEURE**

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

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

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

The Bidder: Address set out in Bidder's Submittal.

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

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

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

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

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

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

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

#### **4.31 SAFETY**

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

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

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

#### **4.33 ESTIMATED QUANTITIES**

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

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

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

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

#### **4.36 AIR QUALITY**

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

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

#### **4.37 ENTIRE AGREEMENT**

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

#### **4.38 PAYMENT**

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

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

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

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

#### 4.40 COOPERATIVE PURCHASING PROGRAM

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

#### 4.41 INSURANCE REQUIREMENTS

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

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

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

#### 4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

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

#### **4.45 CONFIDENTIALITY**

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

**Pinnacle Petroleum, Inc.**

Bid Contact **Liz McKinley**  
**lmckinley@pinnaclepetroleum.com**  
**Ph 714-841-8877**  
**Fax 714-841-8877**

Address **16651 Gemini Lane**  
**Huntington Beach, CA 92647**

| Item #          | Line Item                                | Notes                                      | Unit Price           | Qty/Unit   | Attch. | Docs |
|-----------------|--|--|----------------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | <b>Supplier Product Code:</b> all products | <b>First Offer -</b> | 1 / gallon | Y      | Y    |
| Supplier Total  |  |  |                      |            | \$0.00 |      |



Pinnacle Petroleum, Inc.

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

Attachments

Fuel\_Price\_Sheet.xlsx

WBENC Certification Exp 2019.pdf

| <b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> |  |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|--|
| Conventional Gasoline with 10% Ethanol   | Flint Hills      | 2.1317                    |                      | 0.0992        | 2.2309                |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                | Flint Hills      | 2.3376                    |                      | 0.1555        | 2.4931                |  |

*Delivery Location: Williamson County, No Location Specified*

9/19/2018 OPIS

| <b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> |  |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|--|
| Conventional Unleaded Gasoline with 10% Ethanol  | Flint Hills      | 2.1317                    |                      | 0.0025        | 2.1342                |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                      | Flint Hills      | 2.3376                    |                      | 0.0452        | 2.3828                |  |

*Delivery Location: Williamson County, No Location Specified*

9/19/2018 OPIS

| <b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b> | <b>Brand Bid</b> | <b>Cost Per Stop</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> | <b>Demurrage Hourly</b> |
|--|------------------|----------------------|----------------------|---------------|-----------------------|-------------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                    | Flint Hills      | \$175                |                      | 0.25          | 0.25 + \$175 per stop | \$95                    |

*Delivery Location: Williamson County, No Location Specified*

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

## National Women's Business Enterprise Certification

to

Pinnacle Petroleum, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: March 10, 2003

Expiration Date: March 31, 2019

WBENC National Certification Number: 240301

WBENC National WBE Certification was processed and validated by  
Women's Business Enterprise Council - West, a WBENC Regional Partner  
Organization.

*Pamela Williamson, Ph.D.*

Authorized by Pamela Williamson, President & CEO  
Women's Business Enterprise Council - West

Women's  
Business Enterprise  
Council **WEST**

NAICS: 324110, 324191, 424710, 424720

UNSPSC: 15101505, 15101506, 15101513, 15101801, 25121501, 25121503, 78102101



Supplier: **Pinnacle Petroleum, Inc.**



## **PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION**

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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

**Bidders are strongly encouraged to carefully read this entire IFB.**

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

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

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

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

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Pinnacle Petroleum, Inc.**

## Bidder References

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

### Reference 1

Client Name:

**State of California California**

Location:

Contact Name:

**Denelle Scott Contract Administrator**

Title:

Phone:

**916-375-4492 Denelle.Scott@dgs.ca.gov**

E-mail

Contract Date To:

**Current 2007 Over \$100M**

Contract Date From:

Contract Value: \$

Scope of Work:

**Purchase of bulk fuel: Gasoline, Diesel, E85, Dyed Diesel**

### Reference 2

Client Name:

**Texas Department of Public Safety Texas**

Location:

Contact Name:

**Tom Shugart Contract Administration Purchaser**

Title:

Phone:

**512-424-2237 Thomas.Shugart@dps.texas.gov**

E-mail

Contract Date To:

**2020 2017 Over \$5M**

Contract Date From:

Contract Value: \$

Scope of Work:

**Purchase of bulk fuel: Gasoline, Diesel, and Dyed Diesel**

**Reference 3**

Client Name:  
**Antelope Valley Transit Authority Lancaster, CA**

Location:

Contact Name:  
**Lyle Block Procurement and Contracts Officer**

Title:

Phone:  
**661.729.2288 LBlock@avta.com**

E-mail

Contract Date To:                      Contract Date From:                      Contract Value: \$  
**2019 2009 Over \$10M**

Scope of Work:  
**Purchase of bulk fuel: Gasoline, Dyed Diesel, and inventory management.**

**Supplier: Pinnacle Petroleum, Inc.**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |  | <b>Form<br/>CIQ</b>                                |
|--|--|--|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |  | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| 1  | <p><b>Name of person doing business with local governmental entity.</b><br/><b>Liz McKinley</b></p>  |  |
| 2  | <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |  |
| 3  | <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b><br/><b>None.</b></p>   |  |
| 4  | <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b><br/><b>None.</b></p>   |  |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> | <b>Form<br/>CIQ<br/>Page 2</b> |
|--|--------------------------------|
|--|--------------------------------|



|   |  |                          |
|---|--|--------------------------|
| 5 | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b><br/> <b>None.</b></p> |                          |
| 7 | <p><b>Liz McKinley</b></p>   | <p><b>09/19/2018</b></p> |
|   | <p>Signature of person doing business with the governmental entity</p>   | <p>Date</p>              |
|   | <p><b>Signature not required if completing in BIDS SYNC electronically.</b></p>  |                          |

**Supplier: Pinnacle Petroleum, Inc.**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

### For vendor doing business with local governmental entity

|  |  |
|--|--|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p>Pinnacle Petroleum, Inc.</p>   |  |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>   |  |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">None.<br/>Name of Officer</p>   |  |
| <p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |  |
| <p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>   |  |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |  |
| <p><b>7</b> Signature is not required if completing in BIDSINC electronically;</p> <p><b>Liz McKinley</b><br/>Signature of vendor doing business with the governmental entity</p> <p><b>09/19/2018</b><br/>Date</p>  |  |



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

**Supplier: Pinnacle Petroleum, Inc.**

## BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              | <b>Pinnacle Petroleum, Inc.</b>        |
| <b>Address of Bidder:</b>                           | <b>16651 GEMINI LN</b>                 |
| <b>Email:</b>                                       | <b>lmckinley@pinnaclepetroleum.com</b> |
| <b>Telephone:</b>                                   | <b>7148418877</b>                      |
| <b>Printed Name of Person Submitting Affidavit:</b> | <b>Liz McKinley</b>                    |
| <b>Signature of Person Submitting Affidavit:</b>    | <b>Liz McKinley</b>                    |

### Cooperative Purchasing Program

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

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/>            | I will not offer the quoted prices to all authorized entities.                                      |

---

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

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

SUBSCRIBED AND SWORN to before me by the above-named **Liz McKinley**  
on this the **20** day of **September**, 2018.

**J. Cruz**

Notary Public in and for

The State of **California**

The County of **Orange**

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**



Supplier: **Pinnacle Petroleum, Inc.**



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

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

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

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

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

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

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

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

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

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

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

## 2.3 BID AFFIDAVIT

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

## 2.4 ETHICS

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

## 2.5 BID SUBMITTAL DEADLINE

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

## 2.6 DELIVERY OF BIDS

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

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

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

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

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

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

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

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

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

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

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

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

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

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

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

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

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

### **3.8 WITHDRAWAL OF BID**

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

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

### **3.9 EVALUATION AND AWARD**

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

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

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

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

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

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

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

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

### **3.11 REJECTION OR ACCEPTANCE.**

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

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

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

### **3.12 RESPONSIBILITY**

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

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

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

### **3.13 FIRM PRICING**

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

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

### **3.14 PURCHASE ORDERS**

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

### **3.15 SILENCE OF SPECIFICATIONS**

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

### **3.16 REFERENCES**

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

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

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



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

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

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

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

### **4.4 DISQUALIFICATION OF BIDDER**

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

### **4.5 FUNDING**

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

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

## 4.7 IMPLIED REQUIREMENTS

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

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

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

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

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

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

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

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

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

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

#### **4.13 BID PREPARATION COSTS**

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

#### **4.14 INDEMNIFICATION**

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

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

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

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

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

#### **4.15 WAIVER OF SUBROGATION**

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

#### **4.16 RELATIONSHIP OF THE PARTIES**

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

#### **4.17 SOLE PROVIDER**

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

#### **4.18 FORCE MAJEURE**

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

#### **4.19 SEVERABILITY**

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

#### **4.20 EQUAL OPPORTUNITY**

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

#### **4.21 NOTICE**

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

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

The Bidder: Address set out in Bidder's Submittal.

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

#### **4.22 SALES AND USE TAX EXEMPTION**

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

#### **4.23 COMPLIANCE WITH LAWS**

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

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 FOB DESTINATION**

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

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

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

#### **4.31 SAFETY**

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

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

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

#### **4.33 ESTIMATED QUANTITIES**

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

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

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

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

#### **4.36 AIR QUALITY**

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

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

#### **4.37 ENTIRE AGREEMENT**

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

#### **4.38 PAYMENT**

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

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

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

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.



- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

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

#### **4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

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

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

#### **4.40 COOPERATIVE PURCHASING PROGRAM**

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

#### **4.41 INSURANCE REQUIREMENTS**

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

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

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

#### **4.43 LEGAL LIABILITY INFORMATION**

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

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

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

#### **4.45 CONFIDENTIALITY**

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

**IPC (USA), Inc.**

Bid Contact **Blanca Hurtado**  
**helena.schechter@usipc.com**  
**Ph 949-648-5620**  
**Fax 949-648-5612**

Address **4 Hutton Center Drive**  
**Suite 700**  
**Santa Ana, CA 92707**

| Item #          | Line Item                                | Notes                     | Unit Price    | Qty/Unit   | Attch. | Docs |
|-----------------|--|---------------------------|---------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | Supplier<br>Product Code: | First Offer - | 1 / gallon | Y      | Y    |
| Supplier Total  |  |                           |               |            | \$0.00 |      |

IPC (USA), Inc.

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

Attachments

Fuel\_Price\_Sheet.xlsx

Credit Contingency.pdf

| <b>TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> |  |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|--|
| Conventional Gasoline with 10% Ethanol   | Unbranded        | \$ 2.1501                 |                      | \$ 0.0595     | \$ 2.2096             |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                | Unbranded        | \$ 2.1985                 |                      | \$ 0.0580     | \$ 2.2565             |  |

*Delivery Location: Williamson County, No Location Specified*

| <b>TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT</b> | <b>Brand Bid</b> | <b>Opis Daily Average</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> |  |
|--|------------------|---------------------------|----------------------|---------------|-----------------------|--|
| Conventional Unleaded Gasoline with 10% Ethanol  | Unbranded        | \$ 2.1501                 |                      | \$ 0.0155     | \$ 2.1656             |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                      | Unbranded        | \$ 2.1985                 |                      | \$ 0.0170     | \$ 2.2155             |  |

*Delivery Location: Williamson County, No Location Specified*

| <b>STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT</b> | <b>Brand Bid</b> | <b>Cost Per Stop</b> | <b>Firm Discount</b> | <b>Markup</b> | <b>Cost to County</b> | <b>Demurrage Hourly</b> |
|--|------------------|----------------------|----------------------|---------------|-----------------------|-------------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                                    | Unbranded        | \$180.00             |                      | \$ 0.0170     | \$ 2.2155             | \$ 100.00               |

*Delivery Location: Williamson County, No Location Specified*

**Cost Per Stop shall be invoiced as a separate line item not built into the Cost to County (Unit Sale Price for the Fuel)**



September 20, 2018

Mr. Kevin Teller  
Williamson County  
3151 South East Inner Loop, Suite B  
Georgetown, TX 78626

RE: Bid #1807-245

Dear Mr. Teller:

Please note our offer to extend cooperative use of any award resulting from this offer to other public agencies, is contingent to all interested parties upon review, and approval by IPC prior to any acceptance that may result in contract.

Thank you, and if you have questions or concerns regarding this contingency, please feel free to contact:

Blanca Hurtado  
Manager of Bids and Contracts  
Office: (949) 648-5620  
Mobile: (714) 616-2703  
Email: [blanca.hurtado@usipc.com](mailto:blanca.hurtado@usipc.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Tatsuya", written over a horizontal line.

Tatsuya Tanaka  
Chief Executive Officer

4 Hutton Centre Drive | Suite 700 | Santa Ana, CA 92707  
Toll Free: 800.936.3930 | Tel: 949.648.5600 | Fax: 949.648.5612  
[www.usipc.com](http://www.usipc.com)

Supplier: IPC (USA), Inc.



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

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

**Bidders are strongly encouraged to carefully read this entire IFB.**

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

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

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

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

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.



Supplier: **IPC (USA), Inc.**

## Bidder References

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

### Reference 1

Client Name: City of San Antonio 329 S. Frio, San Antonio, TX 78207 Location:  
Contact Name: Martha Rivera Fuel Services Coordinator Title:  
Phone: (210) 207-8383 martha.rivera2@sanantonio.gov E-mail  
Contract Date To: Present 06/2011 Contract Date From: 18 Million Contract Value: \$  
Scope of Work:  
Gasoline and Diesel Fuel Supply - 4.5 million gallons annually

### Reference 2

Client Name: North County Transit District 810 Mission Avenue, Oceanside, CA 92054 Location:  
Contact Name: Christine Amely Buyer Title:  
Phone: (760) 966-6682 cmurillo@nctd.org E-mail  
Contract Date To: Present 01/2014 Contract Date From: 6 Million Contract Value: \$  
Scope of Work:  
Gasoline and Diesel Fuel Supply - 1.5 million gallons annually

**Reference 3**

Client Name: Location:  
**VIA Metropolitan Transit 1720 N. Flores Street, San Antonio, TX 78212**

Contact Name: Title:  
**Todd Peschong Contract Administrator**

Phone: E-mail  
**(210) 362-2418 todd.peschong@viainfo.net**

Contract Date To: Contract Date From: Contract Value: \$  
**05/2013 02/2010 22 Million**

Scope of Work:  
**Diesel Fuel Supply - 5.5 million gallons annually**

**Supplier: IPC (USA), Inc.**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |  | <b>Form<br/>CIQ</b>                                |
|--|--|--|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |  | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| 1  | <p><b>Name of person doing business with local governmental entity.</b><br/><b>Tatsuya Tanaka, IPC (USA), Inc.</b></p>   |  |
| 2  | <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |  |
| 3  | <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b><br/><b>None</b></p>  |  |
| 4  | <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b><br/><b>None</b></p>  |  |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> | <b>Form<br/>CIQ<br/>Page 2</b> |
|--|--------------------------------|
|--|--------------------------------|

|   |  |      |
|---|--|------|
| 5 | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.<br/> <b>None</b></p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b><br/> <b>None</b></p> |      |
| 7 |  |      |
|   |  |      |
|   | Signature of person doing business with the governmental entity  | Date |
|   | <p style="color: red; text-align: center;">Signature not required if completing in BIDSYNC electronically.</p>   |      |

Supplier: IPC (USA), Inc.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

Date Received

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

Tatsuya Tanaka

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

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

None  
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.  
None

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

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015



**Supplier: IPC (USA), Inc.**

## BID AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              | <b>IPC (USA), Inc.</b>                                 |
| <b>Address of Bidder:</b>                           | <b>4 Hutton Centre Drive, Suite 700, Santa Ana, CA</b> |
| <b>Email:</b>                                       | <b>blanca.hurtado@usipc.com</b>                        |
| <b>Telephone:</b>                                   | <b>949-648-5620</b>                                    |
| <b>Printed Name of Person Submitting Affidavit:</b> | <b>Tatsuya Tanaka</b>                                  |
| <b>Signature of Person Submitting Affidavit:</b>    | <b>Tatsuya Tanaka</b>                                  |

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/>            | I will not offer the quoted prices to all authorized entities.                                      |

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Tatsuya Tanaka** (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tatsuya Tanaka**, (*Name of Signer*) am a duly authorized officer of/agent for **IPC (USA), Inc.** (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **IPC (USA), Inc.** (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tatsuya Tanaka**  
on this the **19** day of **September**, 2018.

**Blanca Hurtado**  
Notary Public in and for  
The State of **California**  
The County of **Orange**

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

Supplier: IPC (USA), Inc.



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the



Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**



The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

#### **4.36 AIR QUALITY**

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### **4.37 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### **4.38 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**Mansfield Oil Company**

Bid Contact **Diane Burke**  
**mocbids@mansfieldoil.com**  
**Ph 678-450-2283**  
**Fax 678-450-2242**

Address **1025 Airport Pkwy**  
**Gainesville, GA 30501**

Bid Notes **Thank you for the opportunity to participate in this bid.**

| Item #          | Line Item                                | Notes  | Unit Price    | Qty/Unit   | Attch. | Docs |
|-----------------|--|--|---------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | <b>Supplier Product Code:</b><br><b>Supplier Notes:</b> Please see attached for all additional required information. | First Offer - | 1 / gallon | Y      | Y    |
| Supplier Total  |  |  |               |            | \$0.00 |      |

**Mansfield Oil Company****Item: Please attach all documents to this line****Attachments****Mansfield Oil Completed Bid Documents.pdf**



Williamson County, TX

Exception to Bid Affidavit Form

Mansfield Oil Company of Gainesville will offer quoted prices to the members of the Cooperative Purchasing Program, and will offer these prices based upon mutual agreement of both parties.



**TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS**

| TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500       |  |  |           |                    |               |        |                |                               |
|---|--|--|-----------|--------------------|---------------|--------|----------------|-------------------------------|
| GALLONS OF COMBINED PRODUCTS                                |  |  | Brand Bid | Opis Daily Average | Firm Discount | Markup | Cost to County | Fee Per Delivery to Each Site |
| Conventional Gasoline with 10% Ethanol                      |  |  | Various   | 2.1501             | 0.0000        | 0.1400 | 2.2901         | 175.0000                      |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend |  |  | Various   | 2.2138             | 0.0000        | 0.1400 | 2.3538         | 175.0000                      |

Delivery Location: Williamson County, No Location Specified

**TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT**

| Brand Bid   | Opis Daily Average | Firm Discount | Markup  | Cost to County |        |
|---|--------------------|---------------|---------|----------------|--------|
| Conventional Unleaded Gasoline with 10% Ethanol             | Various            | 2.1501        | -0.0051 | 0.0000         | 2.1450 |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend | Various            | 2.2138        | 0.0000  | 0.0122         | 2.2260 |

Delivery Location: Williamson County, No Location Specified

**STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT**

| Brand Bid | Cost Per Stop | Firm Discount | Markup | Cost to County | Demurrage Hourly                              |
|-----------|---------------|---------------|--------|----------------|---|
| Various   | 175.0000      | 0.0000        | 0.1400 | TBD            | \$160/hour Charged in quarter-hour increments |

Delivery Location: Williamson County, No Location Specified

Williamson County, Texas

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

**Williamson County, TX**  
**Solicitation 1807-245 Bulk Fuel for Williamson County**

The following taxes are not included in the bid differential, but if applicable, will be shown as line items on your invoice:

|                   | <b>E10-ALL GRADES</b> | <b>ULSD TXLED CLEAR</b> |
|-------------------|-----------------------|-------------------------|
| Federal LUST      | \$ 0.001/gal          | \$ 0.001/gal            |
| Federal Oil Spill | \$ 0.001926/gal       | \$ 0.00214/gal          |
| TX Motor Fuel     | \$ 0.20/gal           | \$ 0.20/gal             |

| Petroleum Products Delivery Fees Effective Sept. 1, 2015 |                           |
|--|---------------------------|
| <b>Gallons Delivered (All Petroleum Products)</b>        | <b>Fee (per delivery)</b> |
| <b>Less than 2,500</b>                                   | \$1.70                    |
| <b>2,500 but less than 5,000</b>                         | \$3.45                    |
| <b>5,000 but less than 8,000*</b>                        | \$5.45                    |
| <b>8,000 but less than 10,000*</b>                       | \$6.95                    |
| <b>10,000 or more per 5,000 gallon increment</b>         | \$3.45/5K gal             |

**CORPORATE RESOLUTION  
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Josh Epperson, Director of Government Services, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Josh Epperson, in his capacity as Director of Government Services is hereby authorized to execute and any all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 13 day of June, 2016

MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.

By: 

Name: Michael F. Mansfield, Sr.

Title: CEO and Sole Director

Client#: 78626

14MANSFIELD

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2018

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<br>J. Smith Lanier & Co.-Atlanta<br>Marsh & McLennan Agency, LLC<br>11330 Lakefield Dr; Bldg. 1<br>Johns Creek, GA 30097 | CONTACT NAME:                                |                             |
|   | PHONE (A/C, No, Ext): 770 476-1770           | FAX (A/C, No): 770 476-3651 |
| INSURED<br>Mansfield Oil Company of<br>Gainesville, Inc.<br>1025 Airport Parkway, SW<br>Gainesville, GA 30501                     | E-MAIL ADDRESS:                              |                             |
|   | INSURER(S) AFFORDING COVERAGE                |                             |
|   | INSURER A : Nationwide Agribusiness Ins. Co. | NAIC # 28223                |
|   | INSURER B : Lexington Insurance Company      | 19437                       |
|   | INSURER C : Allied World Assurance Companies | 19489                       |
|   | INSURER D :                                  |                             |
|   | INSURER E :                                  |                             |
| 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.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CPP119529A    | 07/01/2018              | 07/01/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COM/OP AGG \$<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |                    | CPP119529A    | 07/01/2018              | 07/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000   |                    | 015375502     | 07/01/2018              | 07/01/2019              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | N/A                | WCC119529A    | 07/01/2018              | 07/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                           |
| C        | Pollution  |                    | 03059391      | 12/23/2017              | 12/23/2020              | \$10,000,000 Ea Incident<br>\$10,000,000 Aggregate  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

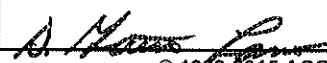
## CERTIFICATE HOLDER

## CANCELLATION

\*\* For Information Purposes Only  
\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.



OPIS Contract | Gross

AUSTIN, TX

Prices for: 7/24/2018

| Product         | Average | Low    | High   |
|-----------------|---------|--------|--------|
| AUSTIN, TX      |         |        |        |
| GAS             |         |        |        |
| 87 OCT UNL LRVP | 2.3957  | 2.3957 | 2.3957 |
| 93PRM LRVP 10%E | 2.6024  | 2.3705 | 2.6485 |
| MID LRVP 10%    | 2.3059  | 2.1725 | 2.3925 |
| NLD W/75% ETH   | 1.6262  | 1.6133 | 1.6390 |
| QCB0B MID E10 7 | 2.3059  | 2.1725 | 2.3925 |
| QCB0B PRM E10 7 | 2.6024  | 2.3705 | 2.6485 |
| QCB0B REG E10 7 | 2.1501  | 2.0705 | 2.1630 |
| UNL LRVP 10%    | 2.1501  | 2.0705 | 2.1630 |
| DIESEL          |         |        |        |
| JET FUEL        | 2.3495  | 2.3495 | 2.3495 |
| TXLED ULSD CLR  | 2.2138  | 2.1815 | 2.2431 |
| ULSD CLEAR      | 2.1985  | 2.1715 | 2.2254 |
| ULSD DYE LED    | 2.2152  | 2.1850 | 2.2410 |
| ULSD DYED       | 2.1750  | 2.1750 | 2.1750 |



# **MANSFIELD OIL COMPANY EMERGENCY SPILL RESPONSE PROCEDURES**



**MANSFIELD OIL COMPANY  
EMERGENCY SPILL RESPONSE CONTACT LIST**

- |    |  |                 |
|----|--|-----------------|
| 1. | <b>Environmental Manager<br/>Mansfield Oil</b>               | Chris Runnels   |
| 2. | <b>SVP of Transportation and Logistics<br/>Mansfield Oil</b> | Chris Daichendt |
| 3. | <b>Fleet Safety Manager<br/>Mansfield Systems</b>            | Eric Fontaine   |
| 4. | <b>SVP of Operations<br/>Mansfield Oil</b>                   | Joe Campbell    |



**MANSFIELD OIL COMPANY  
EMERGENCY SPILL RESPONSE  
INTERNAL PROCESSES**

1. Carrier (or customer) to notify a Mansfield's Customer Service Representative or Account Manager that a spill has occurred as soon as possible.
2. The Customer Service Representative or Account Manager receiving the initial notification from the carrier (or customer) is to verbally notify immediately their Direct Reporting Manager, Environmental Manager and Director of Carrier Relations of the carrier incident.
3. The Customer Service Representative or Account Manager, who receives the initial notification from the Carrier (or Customer) that a spill has occurred, will work with the Carrier (or Customer) at the time of the initial notification to get as much available information as possible over the phone to fill out the appropriate Mansfield Oil Company Internal Environmental Spill Response Form.
4. Once the initial incident information has been filled out on the Internal Environmental Incident Response Form, the Customer Service Representative or Account Manager is responsible for faxing or emailing the appropriate Environmental Spill Response Forms to the Carrier and Customer and following up with the Carrier and Customer to ensure the completed documents return to Mansfield by fax or email to the Environmental Manager as soon as possible.
5. The Customer Service Representative or Account Manager, Environmental Manager and Director of Carrier Relations will discuss all pertinent information that has been compiled to this point. If further information is needed immediately regarding site and clean up conditions, the Carrier Safety Representative and/or the appropriate Customer Representative will be called as soon as possible.
6. The Environmental Manager will review the completed Environmental Spill Response Forms to access if the spill incident is reportable to applicable federal and state environmental agencies and then advise customer on reporting requirements.
7. The Customer Service Representative or Account Manager is to verify with the customer that the cleanup of the Customer Location meets the customer's approval and no further action is required. If there are any related issues, the Customer Service Representative or Account Manager is to work with their Direct Reporting Manager and Director of Carrier Relations and Environmental Manager to bring outstanding issue(s) to resolution.





8. Throughout this process if there is any regulatory reporting or cleanup related issues, the Environmental Manager and Director of Carrier Relations will work with Regulatory Agencies, Customer Environmental/Safety Specialists, Carrier Safety Contacts and Mansfield Account Managers to resolve issues.
9. The Environmental Manager will retain a copy of the final Environmental Spill Response Forms received from the Carrier and customer. All related forms and correspondence for the incident will be entered into the Mansfield on-line database by the Environmental Manager.
10. If Mansfield Systems is the Carrier that is involved in a spill incident, the process will be treated the same as other carriers. The contact for Mansfield Systems will be the Safety Coordinator and Fleet Manager in conjunction with the Environmental Manager.



**MANSFIELD OIL COMPANY INTERNAL  
ENVIRONMENTAL SPILL RESPONSE FORM**

1. Date and time Mansfield notified of incident \_\_\_\_\_
2. Date and time of incident \_\_\_\_\_
3. Location address of incident \_\_\_\_\_
4. Customer company name \_\_\_\_\_
5. Customer account number and ship to \_\_\_\_\_
6. Customer contact name/phone number \_\_\_\_\_
7. Transporter company name \_\_\_\_\_
8. Aboveground or Underground tank \_\_\_\_\_
9. Estimated gallons of fuel spilled \_\_\_\_\_
10. Product type of fuel spilled \_\_\_\_\_
11. Has spill been contained \_\_\_\_\_

Signature of person completing response form: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**MANSFIELD OIL COMPANY  
CUSTOMER ENVIRONMENTAL SPILL RESPONSE FORM**

1. Date and time of incident \_\_\_\_\_
2. Location address of incident \_\_\_\_\_
3. Customer company name \_\_\_\_\_
4. Customer account number and ship to \_\_\_\_\_
5. Customer contact name/phone number \_\_\_\_\_
6. Estimated gallons of fuel spilled \_\_\_\_\_
7. Product type of fuel spilled \_\_\_\_\_
8. Was spill on concrete or asphalt \_\_\_\_\_
9. Did spill go onto the soil \_\_\_\_\_
10. Was spill close to or into storm drains or water ways \_\_\_\_\_
11. Cause of spill \_\_\_\_\_
12. Who responded to spill \_\_\_\_\_
13. Time of spill response \_\_\_\_\_
14. Who contained spill \_\_\_\_\_
15. Who cleaned up spill \_\_\_\_\_
16. What materials were used in the spill clean up \_\_\_\_\_
17. How were the clean up materials disposed of \_\_\_\_\_
18. Was an outside contractor involved in the spill response/who \_\_\_\_\_



19. Was incident reported to a regulatory agency if applicable \_\_\_\_\_

20. Date/Time of incident reported to regulatory agency \_\_\_\_\_

21. Regulatory assigned reporting incident number (if appl.) \_\_\_\_\_

22. Name of regulatory agency incident reported to \_\_\_\_\_

23. Name/ Title of person reporting incident \_\_\_\_\_

24. Description of incident and pertinent details \_\_\_\_\_

---

---

---

---

---

---

25. Further action recommended (if necessary) \_\_\_\_\_

---

---

---

---

26. Date/Time Mansfield notified of incident \_\_\_\_\_

Signature of person completing response form: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



**MANSFIELD OIL COMPANY  
CARRIER ENVIRONMENTAL SPILL RESPONSE FORM**

1. Date and time of incident \_\_\_\_\_
2. Location address of incident \_\_\_\_\_
3. Customer company name \_\_\_\_\_
4. Customer contact name/phone number \_\_\_\_\_
5. Transporter company name \_\_\_\_\_
6. Transporter contact name /phone number \_\_\_\_\_
7. Transporter Truck#/Vin#/Driver Name \_\_\_\_\_
8. Transporter Safety Director name/phone number \_\_\_\_\_
9. Transporter insurance carrier company name \_\_\_\_\_
10. Transporter insurance carrier contact name/phone number \_\_\_\_\_
11. Estimated gallons of fuel spilled \_\_\_\_\_
12. Product type of fuel spilled \_\_\_\_\_
13. Did the spill involve an aboveground or underground tank \_\_\_\_\_
14. Was spill on concrete or asphalt \_\_\_\_\_
15. Did spill go onto the soil \_\_\_\_\_
16. Was spill close to or into storm drains or water ways \_\_\_\_\_
17. Cause of spill \_\_\_\_\_
18. Who responded to spill \_\_\_\_\_
19. Time of spill response \_\_\_\_\_



20. Who contained spill \_\_\_\_\_

21. Who cleaned up spill \_\_\_\_\_

22. What materials were used in the spill clean up \_\_\_\_\_

23. How were the clean up materials disposed of \_\_\_\_\_

24. Was an outside contractor involved in the spill response/who \_\_\_\_\_

25. Was incident reported to a regulatory agency \_\_\_\_\_

26. Date/Time of incident reported to regulatory agency \_\_\_\_\_

27. Regulatory assigned reporting incident number (if appl.) \_\_\_\_\_

28. Name of regulatory agency incident reported to \_\_\_\_\_

29. Name/ Title of person reporting incident \_\_\_\_\_

30. Description of incident and pertinent details \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Further action recommended (if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. Date/Time Mansfield notified of incident \_\_\_\_\_

Signature of person completing response form: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Natural Disaster Business Continuity Plan

---

**Mansfield Oil Company 2018**

**Table of Contents**

|   |    |
|---|----|
| Introduction  | 3  |
| Disaster Recovery Operations Team   | 3  |
| Roles/Responsibilities  |    |
| Project Manager   | 4  |
| Storm Operations Group  | 5  |
| Supply  | 6  |
| Regional Operations   | 6  |
| Logistics (Carrier Relations and LTL)   | 7  |
| Sales Team  | 7  |
| Resources   | 8  |
| Disaster Recovery Database Overview   | 8  |
| Legal Resources – Public Affairs Office                                       | 8  |
| Pre-disaster Procedures Overview  | 8  |
| Event Occurrence  | 9  |
| Post-disaster Procedures Overview   | 10 |
| Post Mortem   | 10 |
| Plan Endurance  | 11 |
| MOC Test Guidelines   | 11 |
| Appendix A. Responsibilities of the Disaster Recovery Operations Team Summary | 13 |
| Appendix B. Event Occurrence Daily Schedule                                   | 14 |
| Appendix C. Event Occurrence Process  | 15 |
| Appendix D. Customer Service Storm Training                                   | 16 |
| Appendix E. Regional Offices  | 18 |
| Appendix F. Disaster Recover Database Access and Procedures                   | 19 |



## INTRODUCTION

The objective of the Natural Disaster Recovery Plan is to provide operational procedures at Mansfield Oil Company in the event of a natural disaster such as a hurricane, tornado, snow storm, earthquake, flood, etc. The procedures are designed to provide clear coordination between individuals and departments for successful operations during a natural disaster. The effectiveness and efficiency of the plan is dependent on the formation of a Disaster Recovery Operations Team. The team will be involved in three significant stages of the process exhibited in Figure 1.1 (pre-disaster procedures, disaster procedures, and post-disaster procedures). The guidelines listed in this document will list explicit procedures during the three stages.

**Fig. 1.1 – Information Flow**



Note: the procedures listed below are intended for refined products business but can be utilized by other groups within the company in the event of any natural disasters.

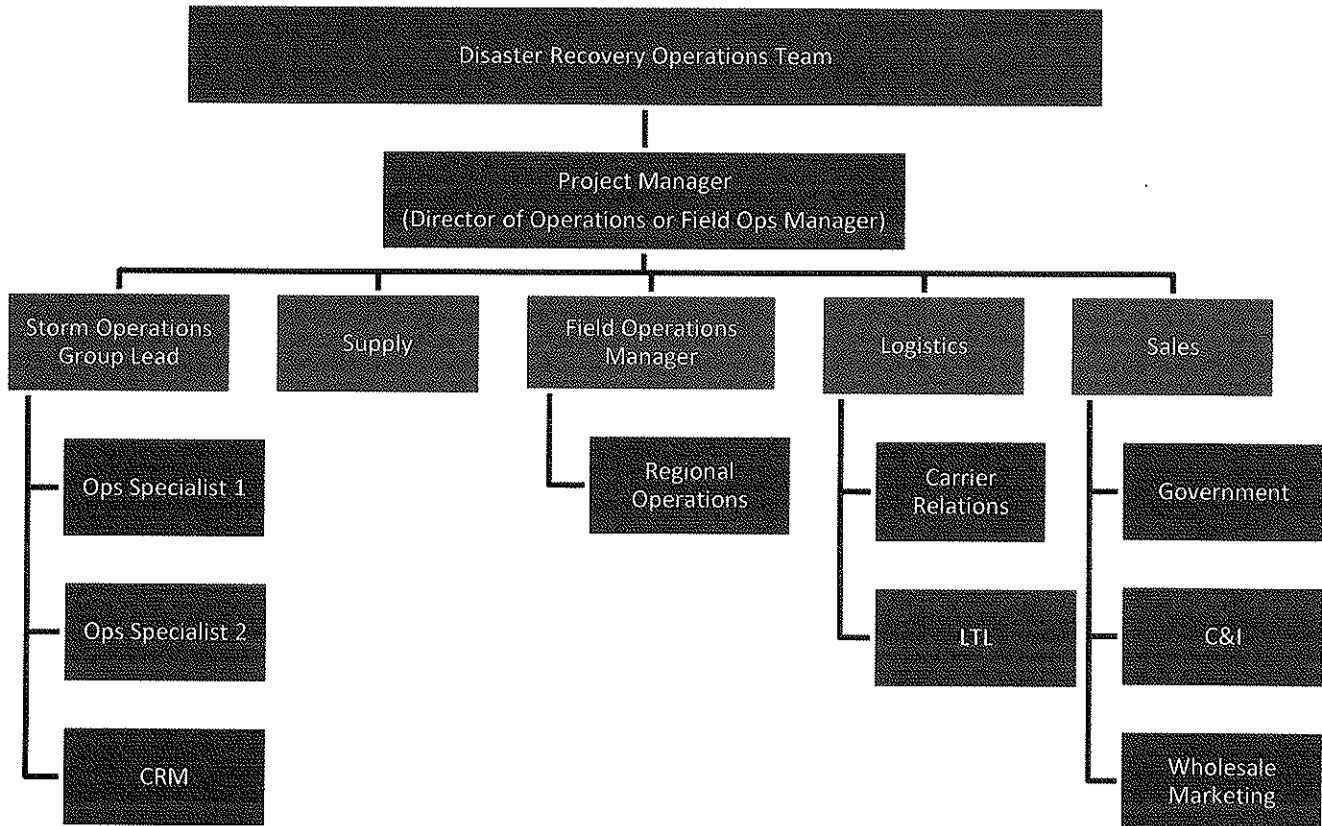
## DISASTER RECOVERY OPERATIONS TEAM

In the event of a natural disaster, a Disaster Recovery Operations Team will be created to ensure the processes and procedures listed in this document are followed. The team will also attend several mandatory operations meetings per day for proper communication during the process. The following is a list of individuals or groups that make up the Disaster Recovery Operations Team.

- *Project Manager (Director of Operations or Field Ops Manager)*
- *Storm Operations Group ( Selected individuals from Customer Service and Sales)*
- *Supply representative*
- *Regional Supervisor*
- *Logistics - Carrier Relations and LTL representatives*
- *Sales representative (Govt., C&I, Spot,)*

The organizational chart exhibited in Figure 1.2 specifies the Disaster Recovery Operations Team. At least one representative from the groups in red must attend the daily storm operations meetings. For specific responsibilities of each group, refer to Appendix A.

**Fig. 1.2 – Organizational Chart**



### Project Manager

A Project Manager (Director of Operations or Field Ops Manager) will be selected as the individual responsible for the team's coordination and accomplishments during the natural disaster. The Project Manager will officiate the disaster recovery process from start to finish. The process is initiated based on the recommendation of the SVP of Supply depending on the potential threat status (Green, Orange, or Red) of the natural disaster. In the event the SVP of Supply is unavailable the SVP of Operations or the COO can initiate the process.

### Responsibilities of the Project Manager

- Finalize daily storm operations summaries and distribute to the executives daily
- Enforce responsibilities and coordination of the Disaster Recovery Team
- Ensure teams goals are met daily

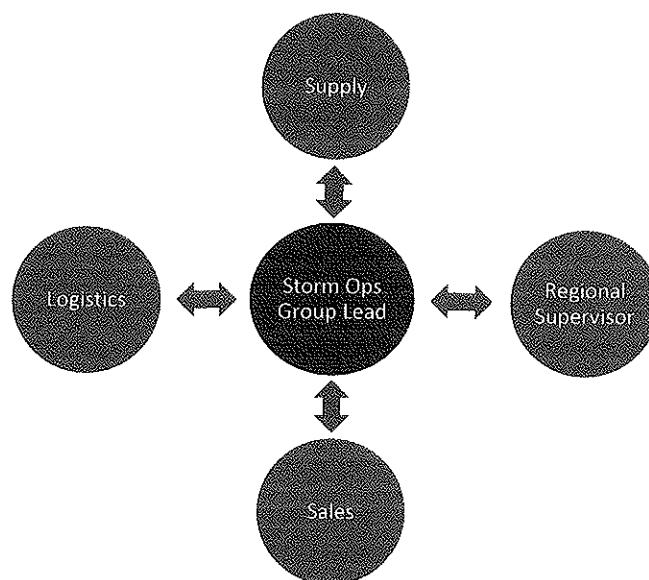
### Storm Operations Group

The Storm Operations Group is solely dedicated to managing the operational processes during a natural disaster event anywhere in US and Canada. Their responsibility is to ensure customer service and operational responsibilities to our internal and external customers are not impeded during these unique circumstances. In the event of a natural disaster, the Project Manager will select a Storm Operations Group Lead who will oversee a small team, which will consist of a combination of Operations Specialists and Client Relationship Managers. The group's responsibilities will include:

#### *Storm Operations Group Lead:*

- Schedule and manage daily Storm Operations meetings, report attendance, and submit meeting notes to Project Manager.
- Point of contact for the rest of the Disaster Recovery Team for inquiries regarding storm loads. The representative from the following groups must ensure that their updates and information flow is directly communicated to the Storms Operations Lead (see Fig. 2.2).
  - Supply
  - Logistics
  - Regional Supervisor
  - Sales
- The lead will then assist in appropriate information flow to the appropriate department.

**Fig. 2.2 – Information Flow**



**Storm Operations Group:**

- Report to Storm Operations Lead.
- Handles any operational items related to storm loads, including:
  - Load confirmation (customer received product)
  - Update disaster recovery database
  - Ensure F11 notes match disaster recovery database
  - Identify non-delivered loads (rolled loads)
  - Daily carrier communication regarding loads (this responsibility will be shared with regional operations)

**Supply**

Supply is responsible for the procurement, origination, and optimization of all refined products as well as identifying and managing the risk involved in support of the company's sales efforts. The group's responsibilities will include:

- Check supply and update Storm Operations Group in daily meetings
- Provide weather updates to Mansfield Oil
- Explore long haul supply opportunities
- Manage supply allocation
- One representative must attend the daily operations meetings

**Regional Operations**

The Regional Operations teams are strategically aligned with our customer base, sales staff, and supply options to better serve our clients. The mission each day is to provide our customers with outstanding customer service and professional dispatch/logistics. Each regional operations team has a Regional Supervisor who is responsible for ensuring that critical storm information and updates from the Storm Operations Lead are provided to their Regional team before, during, and after the disaster. This information will be utilized to make appropriate decisions when scheduling loads and educating/updating customers as necessary. The updated version of the regional locations and contact information is located in Appendix E. The group's responsibilities will include:

- Communicate information and updates provided by the Storm Operations Lead and daily operations meetings back to the affected Regional team.
- Ensure information and updates from Supply and Logistics is distributed to the team to make the correct logistics decisions during a disaster.
- The Regional Operations team must know where available supply is located and where long hauls are available.
- Ensure scripted response is available for the Regional Operations team due to extraordinary circumstances.
- Adhere to the procedures in the three stages of the Disaster Recovery Process; Pre-disaster, Disaster, and Post-disaster.

- Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.
- Regional Supervisor must attend daily storm operations meetings.

## **Logistics**

Logistics of refined products at Mansfield are managed by the Carrier Relations and LTL departments. The Carrier Relations department is dedicated to managing the strategic direction of Mansfield Oil's Full Truck Load transportation. The LTL department is dedicated to managing the strategic direction of Mansfield Oil's tank wagon transportation business. Their responsibility is to manage the complete life cycle of the transportation partnerships from hauler selection, hauler management, rate procurement & negotiation, risk mitigation, and issues management. Each logistics team will work within their respective networks and will be responsible for:

- Provide a list of available carriers with after-hours contacts
- Arrange long hauls and secure fair freight rates
- Reach out to carriers with critical delivery issues
- One representative must attend the daily operations meetings

## **Sales Team**

The Sales Team is responsible for prospecting new business development and ensuring our current customers' needs are always understood and met in a timely fashion. During a potential disaster, the Sales Team must ensure higher level customer contacts are informed of the approaching storm and the implications that may arise. The Sales Team is also responsible for ensuring the information flow from the Storm Operations Lead is distributed appropriately to sales representatives and CRM's and vice versa. The group's responsibilities will include:

- Educate customers in regards to the disaster utilizing information given from the Storm Operations Leader.
- Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, possible increased charges/rates).
- Escalate customer related issues with customers.
- Relay information from customers back to the Storm Operations Lead.
- Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.
- Designate a main point of contact for after-hours calls, which will be utilized by the Storm Operations Lead and their group.
- Attend daily storm operations meetings.

## RESOURCES

### Disaster Recovery Database Overview

The disaster recovery database will include daily load information that will be utilized by the Disaster Recovery Operations Team to manage customer business. The database is a critical tool, which will include a daily list of releases and order details extracted from eFuel. The process to access the database is located in Appendix F. It will allow the team to exchange information on each load based on the following intended tasks.

- Confirmations by Storm Operation Group that fuel has been delivered and is in the customer's tank.
- Indicate loads moved to the next day.
- Designate long hauls.
- Specify any unusual events with particular loads.
- Utilize Prioritization Table provided in the database to rank loads.
- Designate any new tasks that must be completed by the regional Operations Specialists, Supply, Logistics, and CRM/Sales.
- Communicate and upload important updates on a FuelLink blog that will be created for each storm.

### Legal Resources - Public Affairs Officer

In the event of a serious natural disaster the Disaster Recovery Operations Team will communicate closely with Mansfield's legal department and Public Affairs Officer (PAO), who may be chosen at the time of the event. The communication exchange will consist of severity of the storm and supply updates. The PAO representative may be responsible for obtaining government documentation preventing Mansfield loads from being commandeered and ensuring the loads are delivered to the originally intended ship to location.

## PRE-DISASTER PROCEDURES OVERVIEW

The following procedures start 96 hours prior to the expected natural disaster. If the natural disaster is expected much earlier than 96 hours the team is required to follow all procedures listed below and leading up to the event. The team is also expected to follow all post event procedures listed in this document.

### 96 Hours (4 Days) Prior to Expected Event

- Project Manager calls on the Disaster Recovery Operations Team to meet and discuss potential impact areas.
- Storm Operations group is given access to database and trained on updates and expectation throughout the process.
- Regional Operations Specialists are instructed to top off inventory managed tanks.
- Three individuals (CRM's and Operations Specialists) are dedicated to the Storm Operations Group to start calling non-inventory managed customers to place their orders.

- Regional Operations Specialists attend storm training headed by their supervisor. Refer to Appendix C for specific training items.
- Supply will be instructed to communicate with terminal personnel for any vessel or pipeline delays.
- Customer Links are updated for potential school or site closings on a FuelLink blog.
- Logistics is instructed to contact carriers, update them of the impending storm, and request dedicated help as we increase our demand.
- If necessary, depending on the storm severity, a LTL point of contact is flown into the Corporate Office (Gainesville, GA) for assistance.

### **72 Hours (3 Days) Prior to Expected Event**

- Disaster Recovery Operations Team meets to review updates.
- Regional Operations Specialists will continue to top off inventory managed tanks.
- Storm Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply and Sales will continue to identify customers that have potential index price risk and develop procedures to eliminate loss.
- Supply will continue communication with suppliers and terminals for any updates.
- Sales team will have conference calls with customer's corporate contacts, and specific sites to review fuel related strategies.

### **48 Hours (2 Days) Prior to Expected Event**

- Disaster Recovery Operations Team meets to review updates.
- Final deliveries for inventory managed sites will be scheduled.
- Storm Operations Group will continue calling non-inventory managed customers to place their orders.
- Supply will continue communication with suppliers and terminals for any updates.
- Logistics will continue requesting updates from carriers.

### **24 Hours (1 Day) Prior to Expected Event**

- Disaster Recovery Operations Team meets to discuss notifications from customers, carriers, and terminals.
- Current loads are brought into the Disaster Recovery Database.
- Loads are prioritized within the database.
- Supply and Logistics must provide updates items and possible solutions to the obstacles.
- Terminals in affected region may begin to close and carriers will cease operations and typically move assets.
- Final deliveries may be made if conditions permit.

## **EVENT OCCURANCE**

The daily schedule in Appendix B is designed to promote coordination between the Disaster Recovery Operations Team. The assignments listed in the schedule must be followed and completed daily by the responsible party within the time frame given. If necessary, the event occurrence schedule will continue for consecutive days depending on the need and severity of the storm.

## POST-DISASTER PROCEDURES OVERVIEW

### **24 Hours Post-Event: (Post event – supply and carrier's operations returned to normal)**

- Disaster Recovery Operations Team will re-evaluate the delivery priority list and if disruptions to supply remain significant in the affected region.
- Regional Operations Specialists will continue to attempt to contact sites in the affected area and schedule deliveries on priority basis in accordance to safety considerations and any applicable local, state, or federal mandates.
- Regional Operations Specialists will inform the site if there are issues prohibiting delivery to any locations.
- Sales Team will follow up with customers on a corporate level.

### **48 Hours Post-Event:**

- Disaster Recovery Operations Team meets to finalize and review the impact.
- Storm Operations Group will continue to work on holds for storm loads.
- Regional Operations Specialists will contact inventory managed locations that no longer have readings coming in.
- Sales Team will update customer corporate contacts, if necessary, regarding the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply and deliveries will return to normal.
- Sales Team will notify customer corporate contacts of any sites with whom the operations team has NOT been able to make contact.
- Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

### **72 Hours Post-Event:**

- Disaster Recovery Operations Team will conclude the post event meetings.
- Previous procedures will continue until normal operations are resumed: updates to corporate and sites, reevaluation of prioritized deliveries, and the scheduling of loads as conditions safely permit.

### **96 Hours Post-Event:**

- Regional Operations Specialists will continue contacting sites for updates or issue resolutions.

## **Post Mortem**

A post mortem meeting must be scheduled by the Project Manager of the Disaster Recovery Operations Team within two weeks of the natural disaster occurrence. The meeting will include the following topics:

- Recap of success.
- Improvements necessary for future events. An individual will be selected to update improvements in our Natural Disaster Business Continuity Plan.



- Discuss potential Customer Service Survey to be given to Mansfield customers in the affected area and internal customers. The results from the survey will be utilized to review and improve our disaster recovery response.

## Plan Endurance

The Natural Disaster Recovery Plan will be distributed to Mansfield Operations numerous times throughout the year. Updated procedures will reside on FuelLink under Regional Operations. The Disaster Recovery Operations Team will host an annual mock test of the plan prior to hurricane season to ensure perseverance and necessary operational updates.

The Project Manager will hold quarterly meetings with the Storm Operations Group to ensure proper updates are enforced throughout the year. The following meeting and communications have to be initiated/communicated by the Project Manager:

- Quarterly meetings with the Storm Operations Group. The Project Manager will hand select the group members and notify them of the scheduled meetings.
- Monthly reminders communicated/emailed to Mansfield Operations providing an updated Natural Disaster Recovery manual.
- Quarterly reminder in the Mansfield Minute.
- Monthly reminder to the Regional Operations Supervisors to train Operations Specialist on the process and the Disaster Recovery Database.
- Complete quarterly tests on the Disaster Recovery Database to ensure it is working properly.
- Determine date and time of the MOC Test to be completed each July. The Project Manager will also need to appoint the MOC Test Leader.

## MOC Test Guidelines

Each year the Project Manager will appoint a group member to initiate and conduct a MOC test that will serve as preparation for future live events. The MOC test should include at least the following procedures in order to well prepare the Disaster Recovery Operations Team.

- Project Manager will assign a MOC Test Leader to run the test.
- The Test Leader will announce a surprise meeting for the Disaster Recovery Operations Team.
- During the meeting the Test Leader will provide several mock scenarios, which should include at least the following listed items. The MOC Test leader should include any other relevant scenarios if necessary.
  - Ensure the team knows the location of the Disaster Recovery database and that they are well trained in the database. If not, the training will need to be reviewed.
  - Pick a region affected and go through a few orders within the database to identify potential risks.
  - Review how to update the status of the orders and the procedure of confirming loads.

- Review remaining problematic or rolled loads and the procedure of updating notes and changing dates within the system.
- Finalize the customer prioritization list and ensure all updates are in place.
- Review possible supply outages and identify mock guaranteed versus variable supply. Once identified review backup and long haul options.
- Evaluate potential long hauls and recap the long haul procedures with Carrier Relations and LTL. Ensure Carrier Relations and LTL are involved in obtaining the freight rates at the time of long hauls.
- Review potential obstacles that could arise such as internet or system going down. Ensure backup plans are in place.

## **Appendix A**

### **Responsibilities of the Disaster Recovery Operations Team Summary**

| Team   | Actions/Responsibilities  |
|--|---|
| Storm Operations Group                       | <b>Storm Ops Lead</b> <ul style="list-style-type: none"> <li>•Handles escalations</li> <li>•Manage information flow between Supply, Logistics, Regional Supervisor, and Sales Team</li> <li>•POC for internal departments (Follow Up, Gas Payables, Freight Payables, Operational Accounting, etc.)</li> <li>•Liaison for meeting comments</li> <li>•Ensure individuals are effectively managing their responsibilities</li> </ul>  |
|  | <b>Storm Ops Group Members</b> <ul style="list-style-type: none"> <li>•Validate information in the customer prioritization database and eFuel releases (date, terminal, carrier, contact info, tank level, etc.)</li> <li>•Note each long haul in the database to clearly identify additional charges for internal departments</li> <li>•Work with Logistics on daily freight exceptions report to ensure accurate rates are in the system and loads are billed accordingly</li> <li>•Ensure loads are ranked appropriately in the database prior to meetings</li> <li>•Report any updates from customers and carriers back to Storm Ops Lead</li> <li>•Communicate with carriers to confirm all scheduled storm loads are in the ground daily and update the database</li> </ul> |
| Supply                                       | <ul style="list-style-type: none"> <li>•Check supply and update Storm Operations Group twice a day</li> <li>•Provide weather updates to Mansfield Oil</li> <li>•Explore long haul supply opportunities</li> <li>•Manage supply allocation</li> <li>•Attend daily storm operations meetings</li> </ul>   |
| Regional Supervisor and Customer Service Ops | <ul style="list-style-type: none"> <li>•Communicate information and updates provided by the Storm Operations Lead and daily operations meetings back to the affected Regional Operations team.</li> <li>•Ensure information and updates from Supply and Logistics is distributed to the Regional Operations team to make the correct logistics decisions during a disaster.</li> <li>•The Regional Operations team must know where available supply is located and where long hauls are available.</li> <li>•Ensure scripted response is available for the Regional Operations team due to extraordinary circumstances.</li> <li>•Adhere to the procedures in the three stages of the Disaster Recovery Process; Pre-disaster, Disaster, and Post-disaster.</li> </ul>            |
| Logistics<br>(Carrier Relations/LTL)         | <ul style="list-style-type: none"> <li>•Provide a list of available carriers with after-hours contacts.</li> <li>•Arrange long hauls and secure fair freight rates.</li> <li>•Reach out to carriers with critical delivery issues.</li> <li>•Attend daily storm operations meetings.</li> </ul>   |
| Sales<br>(Govt, C&I, Retail, Spot)           | <ul style="list-style-type: none"> <li>•Educate customers in regards to the disaster utilizing information given from the Storm Operations Leader.</li> <li>•Inform customers of the implications that may arise (increased operations obstacles, change in pricing structures, possible increased charges/rates).</li> <li>•Escalate customer related issues with customers.</li> <li>•Relay information from customers back to the Storm Operations Leader.</li> <li>•Dedicate volunteers for the Storm Operations Group and provide backup to cover responsibilities of the individuals that are pulled into the Storm Operations Group.</li> </ul>  |

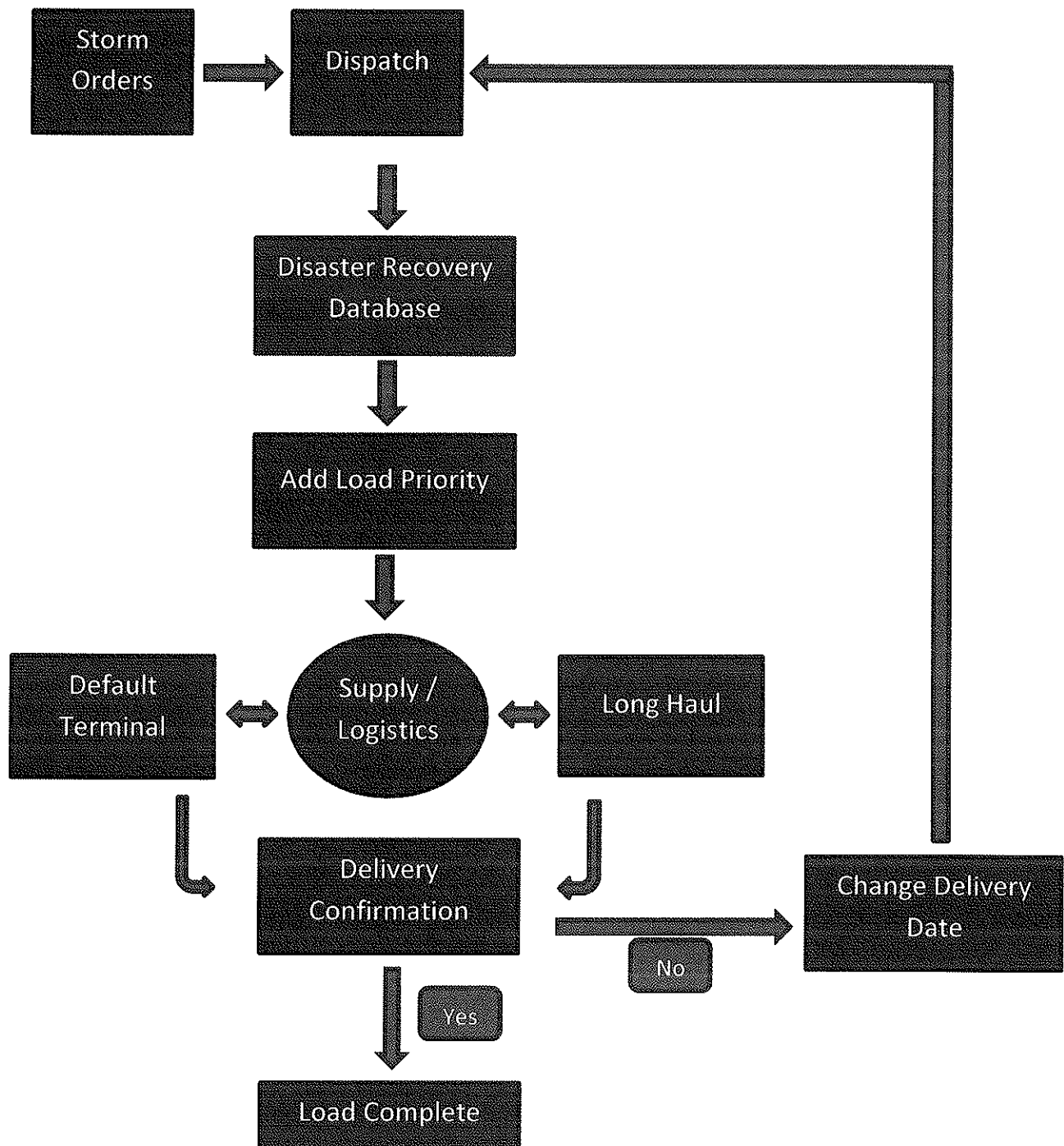
## Appendix B

### Event Occurrence Daily Schedule

| Time  |      | Database/Meeting | Responsible Party           | Assignment  |
|-------|------|------------------|-----------------------------|---|
| Start | End  |                  |                             |   |
| 800   | 900  | Database         | Storm Ops Group             | Identify missed previous day loads and be ready to escalate to Logistics at 930 meeting.  |
|       |      |                  |                             | Call missed loads from prior day and prioritize as "1" loads.   |
|       |      |                  |                             | All first priority loads in ground must be noted/checked off in database.   |
|       |      |                  |                             | Work with Operational Accounting to resolve any loads on hold.  |
| 930   | 1030 | DR Ops Meeting   | Regional Supervisor         | Relay information from customers (outages, back to work updates, continued problems).   |
|       |      |                  | Regional Sup/Storm Ops Lead | Report customer run outs.   |
|       |      |                  |                             | Identify long haul loads in database. (Must be scheduled prior to 3PM meeting for reporting during meeting).                              |
|       |      |                  | Storm Ops Lead              | Priority loads that were missed by carriers are reported to Logistics.  |
|       |      |                  |                             | Action plan for missed loads should be reported back to team by noon.   |
|       |      |                  | Supply                      | Update outages, day deals, allocation issues, and guaranteed vs. rack supply.   |
| 1030  | 1500 | Database         | Storm Ops Group             | Logistics   |
|       |      |                  |                             | Recap of long hauls currently on books. Update on long haul availability remaining.   |
|       |      |                  |                             | Run Freight Rate Exceptions Report, communicate with logistics, and confirm accurate freight rates. Assist in CSR review for storm loads. |
|       |      |                  |                             | Confirm updated order notes, after hours contact, rolled dates, and prioritization.   |
| 1500  | 1600 | DR Ops Meeting   | Regional Supervisor         | Confirm storm loads are delivered into customer tanks.  |
|       |      |                  |                             | As loads are missed, request for escalation is sent to Logistics and AM is informed.  |
|       |      |                  | Regional Sup/Storm Ops Lead | Relay any information from customers (outages, back to work updates, continued problems).   |
|       |      |                  |                             | Ensure updates on after hours contact, tank volume, etc.  |
|       |      |                  | Storm Ops Lead              | Report missed loads, run outs, and prioritize long hauls.   |
|       |      |                  |                             | Confirmed rolled loads should be identified and discussed with supply to plan for next day alternatives.                                  |
| 1600  | 1700 | Database         | Storm Ops Group             | Load recap to identify spot and new customer loads in regards to prioritization.  |
|       |      |                  |                             | Update outages, day deals, allocation issues, and guaranteed vs. rack supply.   |
|       |      |                  |                             | Recap of long hauls currently on books. If possible, update on long haul availability remaining.  |
|       |      |                  | Storm Ops CSS/Logistics     | Confirm storm loads are delivered into customer tanks.  |
| 1800  | 1800 | Recap            | Project Manager             | Ensure all long haul loads are double checked for terminal and delivery date accuracy in eFuel.   |
|       |      |                  | Regional Supervisor         | Confirm terminals/carriers/suppliers/dates are correct for any moved loads from meeting.  |
|       |      |                  | Storm Ops                   | Long hauls prioritized and noted.   |
| 1800  | 1800 | Recap            | Project Manager             | Send a summary report to executives and business owners.  |
|       |      |                  | Regional Supervisor         | Communicate new information to Storm Ops Lead.  |
|       |      |                  | Storm Ops                   | Load recap to identify spot and new customer loads in regards to prioritization.  |

## Appendix C

### Event Occurrence Process



## Appendix D

### Customer Service Storm Training

#### Customer Reminders

- Encourage customers to place orders before the storm hits.
- If the customer has premium tanks, urge them to fill those tanks. The extra fuel will benefit the customer if supply routes are compromised after the storm. You must get permission from the customer first.
- Request additional telephone numbers for the customer to be added in orders.
  - Cell phones are preferable in case the customer loses power.
- Let the customer know that we will do our best to deliver fuel to them, but do not provide a concrete ETA's on deliveries due to terminal and logistics instability.
- Keep customers updated on the latest weather and traffic reports and convey concerns regarding driver safety that may hinder delivery.
- Remind retail locations not to price gouge.
- DO NOT speak to the press under any circumstance. If the press contacts you, please state "I am not at liberty to speak on the matter" and then refer them to our legal department if necessary.

#### Operations/Procedures Reminders

- Top off inventory managed sites that are in the projected path of the storm.
- If necessary, split loads to fuel as many customers as possible.
- Call customers first and follow up with emails recapping the conversation.
- Over communicate, enter notes in the order, and record everything.
- If you are not sure what to do, ask your supervisor immediately.
- Listen to the carriers. They are on the ground and the first line of information during these times. They will know road conditions, supply allocations, and terminal closures.
- Do not lift branded product without specific approval from Retail. This is guaranteed product for our branded retail stores that possibly could be selected as emergency posts during severe natural disasters.

#### FEMA

- If a load is confiscated by FEMA, try to obtain as much information as possible from the carrier, and inform your supervisor immediately. Make sure to have the release number, driver name, their cell phone, and ask if the driver knows where he is being rerouted to.
- Your supervisor will communicate this to the Storm Operations Group Lead.

## Emergency Fueling

- If a customer's location is selected as an Emergency or Medical fueling station, that location will now have top priority on deliveries. Request a copy of the government (City/County) notification letter from the customer and forward it to your supervisor.
- Your supervisor will communicate this to the Storm Operations Group Lead so that this customer is now a higher priority as an Emergency or Medical fueling station.

## Evacuation Routes

- The Storm Operations Group will prioritize loads for retail customers located on evacuation routes if sites are designated as emergency posts.

## Location Safety

- If crime increases, it may be necessary to request a police presence from the customer to drop the fuel.

## Safety/Tank Reminders

### Pre-Disaster Reminders for Customers:

- Lock all nozzles to the pumps and tie off all of the hoses. This will prevent possible damage to the dispensers and increase safety of individuals in the surrounding area.
- Sandbag all pump covers if the strength of a hurricane necessitates.
- Leave the cap lock key in a safe place for driver access. In the event the driver does not have a key to the lock, he may be forced to cut the lock away from the cap.

### In the event of an evacuation remind customers of the following:

- Stick all tanks for water before evacuating.
- Shut off all power at the main breaker.
- Block all driveways if possible.
- Lock all caps to the drop tubes to prevent fuel theft.

### Post-disaster Reminders for customers

- Stick all tanks for water.
- Inform Mansfield immediately if the tanks are compromised or damaged.

## Night and Weekend Contacts

- The Storm Operations Group Lead will provide on call names and numbers of key individuals.
  - Storm Operations Lead
  - Regional Supervisor
  - Supply
  - Logistics

## **Appendix E**

### **Regional Offices**

#### **Calgary – Mansfield of Canada**

Sun Life Plaza West Tower  
144-4 Avenue SW, Suite 1600  
Calgary, T2P3N4, Canada

#### **Detroit, MI - Northeast Region**

5400 North Stoney Creek Rd  
Monroe, MI 48162-9501  
Tel: 1-888-290-5187

#### **Gainesville, GA – Southeast Region**

1025 Airport Pkwy  
Gainesville, GA 30501  
Tel: 1-866-245-3140

#### **Houston, TX – Midwest Region**

820 Gessner  
Suite 1760  
Houston, TX 77024  
Tel: 1-800-471-3835

#### **Loma Linda, CA – West**

25814 Business Center Drive  
Suite B  
Redlands, CA 92374  
Tel: 1-800-926-1639

#### **Mark, IL – Great Lakes Region**

400 Ameday St  
PO Box 48  
Mark, IL 61340  
Tel: 1-800-535-0612

#### **Roseville, MN - Northern Plains Region**

2420 County Rd. C West  
Roseville, MN 55113  
Tel: 651-739-6416





## SPECIFICATIONS FOR FULL OCTANE UNLEADED REGULAR GASOLINE

Product Code S8 (1) (2) (3) \*

| <u>Specification Points</u>                          | <u>ASTM Method</u>            | <u>Refinery Shipments</u> |
|--|-------------------------------|---------------------------|
| Octane (R+M)/2                                       | D-2699<br>D-2700              | 87.0                      |
| Vapor Pressure<br>psi max                            | D-4953, D-5191<br>Grabner EPA | 10.0                      |
| Distillation, deg. F.<br>T-50, min<br>End Point Max. | D-86                          | 170<br>437                |
| Workmanship  |                               | Clear and Bright          |
| Lead, Max. gm/gal.                                   | D-3237                        | 0.030                     |
| Sulfur, ppm max                                      | D-4294, D-2622, D-5453        | 80                        |
| Phosphorus<br>Max. gm/gal.                           | D-3231                        | 0.005                     |

\* This Product is NOT transported via KM's main line systems (East Line, West Line, Calnev Line, South Line, North Line and Oregon Line).

- (1) The RVP of this gasoline does not exceed 10.0 psi.
- (2) In addition to the above KM specifications, product must meet latest revision of ASTM D-4814.
- (3) Maximum oxygen content is 0.05 weight %

## Explorer Pipeline

FUNGIBLE SPECIFICATIONS ULTRA LOW SULFUR FUEL OIL      CODE      77

### FUNGIBLE ULTRA LOW SULFUR FUEL OIL BLENDSTOCK FOR BLENDING TO MEET TEXAS L.E.D. SPECIFICATIONS

| <u>PRODUCT PROPERTY</u>           | <u>ASTM TEST</u>             |                | <u>EXPLORER ORIGIN SPECIFICATIONS (1)</u> |              |
|-----------------------------------|------------------------------|----------------|---|--------------|
|                                   | <u>METHOD</u>                | <u>MINIMUM</u> | <u>MAXIMUM</u>                            | <u>NOTES</u> |
| Gravity, API                      | D287, D4052                  | 30             |   |              |
| Flash Point, °F                   |                              |                |   |              |
| Pensky-Marten                     | D93                          | 130            |   |              |
| Distillation C (F)                | D86                          |                |   |              |
| 50%                               |                              | Report         |   |              |
| 90%                               |                              | 282 (540)      | 338 (640)                                 |              |
| End Point                         |                              |                | 366 (690)                                 |              |
| Or Simulated Distillation C (F)   | D2887                        |                |   |              |
| 50% recovered                     |                              |                | Report                                    |              |
| 90% recovered                     |                              | 300 (572)      | 356 (673)                                 |              |
| End Point                         |                              |                | 421 (790)                                 |              |
| Color, ASTM                       | D1500, D6045                 |                | 2.5                                       |              |
| Color, Visual                     |                              | Undyed         |   |              |
| Viscosity, cSt @ 104°F (40°C)     | D445                         | 1.9            | 3.4                                       |              |
| Pour Point, °F                    | D97, D5949,<br>D5950, D5985  |                | See Page 3-50                             |              |
| Cloud Point, °F                   | D2500, D5771<br>D5772, D5773 |                | See Page 3-50                             |              |
| Corrosion, 3 Hrs. @ 122 °F        | D130                         |                | 1   |              |
| Total Sulfur, % by wt.            | D4294, D2622, D5453, D7039   |                |   |              |
| 28" Origin                        |                              |                | 0.0010                                    | (2)          |
| Lake Charles, Port Neches         |                              |                | 0.0010                                    | (2)          |
| Cetane Index                      | D976                         | 40             |   |              |
| Cetane Index                      | D4737                        | 40.0           |   | (3)          |
| Cetane Number                     | D613                         | 40.0           |   |              |
| Ash, % by wt.                     | D482                         |                | 0.01                                      |              |
| Carbon Residue: Ramsbottom        |                              |                |   |              |
| on 10% Bottom                     | D524                         |                | 0.35                                      |              |
| Water & Sediment                  |                              |                |   | (4)          |
| Thermal Stability                 | D2274                        |                |   |              |
| 300°F Pad rating,<br>DuPont scale |                              |                | 7   |              |
| Thermal stability Reflectance     | D6468                        | (W) 75         |   |              |
| Reading Min.                      |                              | (Y) 82         |   |              |
| Oxidation Stability               | D2274                        |                |   |              |
| mg/100 ml                         |                              |                | 2.5                                       |              |
| Haze Rating @ 77°F (25°C)         | D4176                        |                |   |              |
|                                   | Procedure 2                  |                | 2   |              |

Additives:      Corrosion Inhibitors: Page 3-51

September 1, 2009

Supplier: **Mansfield Oil Company**



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Mansfield Oil Company**

## Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

### Reference 1

Client Name: Texas Association of School Boards 12007 Research Blvd Suite 100, Austin, TX 78767  
Location:  
Contact Name: Jason Turner  
Title:  
Phone: 512-467-0222 jason.turner@tasb.org  
E-mail:  
Contract Date To: 6/1/2013 Current TBD  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of petroleum products.

### Reference 2

Client Name: City of Amarillo, TX 509 SE 7th Ave, Amarillo, TX 79105  
Location:  
Contact Name: Mickey Brown Contract Buyer  
Title:  
Phone: 806-378-6241 mickey.brown@amarillo.gov  
E-mail:  
Contract Date To: 8/12/2013 8/1/2018 TBD  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of petroleum products.

**Reference 3**

Client Name: Location:  
City of Lake Jackson, TX 25 Oak Drive, Lake Jackson, TX 77566

Contact Name: Title:  
Giani Cantu Buyer

Phone: E-mail  
979-415-2420 gcantu@lakejacksontx.gov

Contract Date To: Contract Date From: Contract Value: \$  
9/1/2014 Current TBD

Scope of Work:  
Supply and delivery of petroleum products

**Supplier: Mansfield Oil Company**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |   | <b>Form<br/>CIQ</b>                         |
|--|---|---|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |   | <b>OFFICE USE ONLY</b><br><br>Date Received |
| 1  | <b>Name of person doing business with local governmental entity.</b><br><b>No relationships</b>   |   |
| 2  | <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br><input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |   |
| 3  | <b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b><br><b>None</b>   |   |
| 4  | <b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b><br><b>None</b>   |   |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> | <b>Form<br/>CIQ<br/>Page 2</b> |
|--|--------------------------------|
|--|--------------------------------|

|   |   |                         |
|---|---|-------------------------|
| 5 | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.<br/> <b>No business relationships</b></p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b><br/> <b>None</b></p> |                         |
| 7 | <p><b>Josh Epperson</b></p>   | <p><b>9/14/2018</b></p> |
|   | <p>Signature of person doing business with the governmental entity</p>  | <p>Date</p>             |
|   | <p><b>Signature not required if completing in BIDSUNC electronically.</b></p>   |                         |



**Supplier: Mansfield Oil Company**

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

|  |   |  |
|--|---|--|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> |   | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> |
| 1  | <p><b>Name of vendor who has a business relationship with local governmental entity.</b></p> <p>No relationships</p>  |  |
| 2  | <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>   |  |
| 3  | <p><b>Name of local government officer about whom the information is being disclosed.</b></p> <p>N/A</p> <p>Name of Officer</p>   |  |
| 4  | <p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |  |
| 5  | <p><b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p>No relationships</p>  |  |
| 6  | <p><input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |  |
| 7  | <p>Signature is not required if completing in BIDSUNC electronically;</p> <p><b>Josh Epperson</b> <b>9/14/2018</b></p> <p>Signature of vendor doing business with the governmental entity Date</p>  |  |



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.



**Supplier: Mansfield Oil Company**

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              | <b>Mansfield Oil Company of Gainesville, Inc.</b>          |
| <b>Address of Bidder:</b>                           | <b>1025 Airport Parkway SW, Gainesville, GA 30501-6813</b> |
| <b>Email:</b>                                       | <b>mocbids@mansfieldoil.com</b>                            |
| <b>Telephone:</b>                                   | <b>800-255-6699</b>  |
| <b>Printed Name of Person Submitting Affidavit:</b> | <b>Josh Epperson</b>                                       |
| <b>Signature of Person Submitting Affidavit:</b>    | <b>Josh Epperson</b>                                       |

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/> |   |

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | I will not offer the quoted prices to all authorized entities. |
|--------------------------|--|

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Josh Epperson** (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Josh Epperson**, (*Name of Signer*) am a duly authorized officer of/agent for **Mansfield Oil Company of Gainesville, Inc.** (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Mansfield Oil Company of Gainesville, Inc.** (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Josh Epperson**  
on this the **14th** day of **September**, 2018.

**Julie Tittle**

Notary Public in and for

The State of **Georgia**

The County of **Hall**

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

Supplier: **Mansfield Oil Company**



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.



## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.



## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

#### **4.36 AIR QUALITY**

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### **4.37 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### **4.38 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed



contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**Petroleum Traders Corporation**

Bid Contact **Gayle Newton**  
**gnewton@petroleumtraders.com**  
**Ph 800-348-3705**  
**Fax 260-203-3820**

Address **7120 Pointe Inverness Way**  
**Fort Wayne, IN 46804**

| Item #          | Line Item                                | Notes                     | Unit Price    | Qty/Unit   | Attch. | Docs |
|-----------------|--|---------------------------|---------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | Supplier<br>Product Code: | First Offer - | 1 / gallon | Y      | Y    |
| Supplier Total  |  |                           |               |            | \$0.00 |      |

**Petroleum Traders Corporation****Item: Please attach all documents to this line****Attachments**

williamson county tx - submitted bid.pdf

Addendum\_No.\_2.docx

| TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS |                       |                    |               |          |                |  |
|---|-----------------------|--------------------|---------------|----------|----------------|--|
| Conventional Gasoline with 10% Ethanol  | Brand Bid             | Opis Daily Average | Firm Discount | Markup   | Cost to County |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                         | Flint Hills or Motiva | 2.1501             | n/a           | + 0.1050 | 2.2551         |  |
| <i>Delivery Location: Williamson County, No Location Specified</i>                  |                       |                    |               |          |                |  |
|   | Flint Hills or Motiva | 2.2138             | n/a           | + 0.1050 | 2.3188         |  |

| TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT |                       |                    |               |             |                |  |
|---|-----------------------|--------------------|---------------|-------------|----------------|--|
| Conventional Unleaded Gasoline with 10% Ethanol   | Brand Bid             | Opis Daily Average | Firm Discount | Markup      | Cost to County |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                               | Flint Hills or Motiva | 2.1501             | n/a           | ( - 0.0197) | 2.1304         |  |
| <i>Delivery Location: Williamson County, No Location Specified</i>                        |                       |                    |               |             |                |  |
|   | Flint Hills or Motiva | 2.2138             | n/a           | + 0.0043    | 2.2181         |  |

| STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT |           |               |               |        |                |                  |
|---|-----------|---------------|---------------|--------|----------------|------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                             | Brand Bid | Cost Per Stop | Firm Discount | Markup | Cost to County | Demurrage Hourly |
| <i>Delivery Location: Williamson County, No Location Specified</i>                      |           |               |               |        |                |                  |
|   | No Bid    | No Bid        | No Bid        | No Bid | No Bid         | No Bid           |

## Austin, TX OPIS CONTRACT BENCHMARK

Daily 07/24/2018

\*\*OPIS Gross CBOB Ethanol 10% RVP 7.8  
Prices\*\*

|                     | Terms   | Unl    | Mid    | Pre    |
|---------------------|---------|--------|--------|--------|
| Texaco              | b 1t45c | 2.1630 | 2.3150 | 2.6280 |
| Valero              | b 1-10  | 2.1544 | 2.3144 | 2.6244 |
| Chevron             | b 1t45c | 2.1630 | 2.3150 | 2.6280 |
| Gulf                | b 1-10  | 2.1572 | 2.3925 | 2.6297 |
| Sunoco              | b 125-3 | 2.1573 | 2.3103 | 2.6241 |
| Citgo               | b 1-10  | 2.1515 | 2.3081 | 2.6162 |
| FlntHlsRs           | u N-10  | 2.0705 | 2.1725 | 2.3705 |
| XOM                 | b 125-3 | 2.1565 | 2.3123 | 2.6215 |
| PSX                 | b 1-10  | 2.1540 | 2.3055 | 2.6186 |
| Shell-Mot           | b 125-3 | 2.1624 | -- --  | 2.6485 |
| 76-Mot              | b 125-3 | 2.1614 | 2.3134 | 2.6171 |
| Contract Low        |         | 2.0705 | 2.1725 | 2.3705 |
| Contract High       |         | 2.1630 | 2.3925 | 2.6485 |
| Contract Average    |         | 2.1501 | 2.3059 | 2.6024 |
| Cont Branded Low    |         | 2.1515 | 2.3055 | 2.6162 |
| Cont Branded High   |         | 2.1630 | 2.3925 | 2.6485 |
| Cont Branded Avg    |         | 2.1581 | 2.3207 | 2.6256 |
| Cont Unbranded Low  |         | 2.0705 | 2.1725 | 2.3705 |
| Cont Unbranded High |         | 2.0705 | 2.1725 | 2.3705 |
| Cont Unbranded Avg  |         | 2.0705 | 2.1725 | 2.3705 |

## Austin, TX OPIS CONTRACT BENCHMARK

Daily 07/24/2018

\*\*OPIS Gross No. 2 Red-Dyed Distillate LED  
Prices\*\*

|                     | Terms   | PRD   | RED   | ULS    |
|---------------------|---------|-------|-------|--------|
| Texaco              | b 1t45c | -- -- | -- -- | 2.2410 |
| Chevron             | b 1t45c | -- -- | -- -- | 2.2410 |
| Citgo               | b 1-10  | -- -- | -- -- | 2.2217 |
| FlntHlsRs           | u N-10  | -- -- | -- -- | 2.1850 |
| Motiva              | u N-10  | -- -- | -- -- | 2.1871 |
| Contract Low        |         | -- -- | -- -- | 2.1850 |
| Contract High       |         | -- -- | -- -- | 2.2410 |
| Contract Average    |         | -- -- | -- -- | 2.2152 |
| Cont Branded Low    |         | -- -- | -- -- | 2.2217 |
| Cont Branded High   |         | -- -- | -- -- | 2.2410 |
| Cont Branded Avg    |         | -- -- | -- -- | 2.2346 |
| Cont Unbranded Low  |         | -- -- | -- -- | 2.1850 |
| Cont Unbranded High |         | -- -- | -- -- | 2.1871 |
| Cont Unbranded Avg  |         | -- -- | -- -- | 2.1861 |

## Austin, TX OPIS CONTRACT BENCHMARK

Daily 07/24/2018

\*\*OPIS Gross No. 2 LED Distillate Prices\*\*

|                     | Terms   | LS    | HS    | ULS    |
|---------------------|---------|-------|-------|--------|
| Texaco              | b 1t45c | -- -- | -- -- | 2.2360 |
| Valero              | b 1-10  | -- -- | -- -- | 2.2225 |
| Chevron             | b 1t45c | -- -- | -- -- | 2.2360 |
| Sunoco              | b 125-3 | -- -- | -- -- | 2.1844 |
| Citgo               | b 1-10  | -- -- | -- -- | 2.2167 |
| FlntHlsRs           | u N-10  | -- -- | -- -- | 2.1815 |
| XOM                 | b 125-3 | -- -- | -- -- | 2.2431 |
| Motiva              | u N-10  | -- -- | -- -- | 2.1821 |
| Motiva              | b 125-3 | -- -- | -- -- | 2.2086 |
| PSX                 | b 1-10  | -- -- | -- -- | 2.2190 |
| Shell-Mot           | b 125-3 | -- -- | -- -- | 2.2176 |
| 76-Mot              | b 125-3 | -- -- | -- -- | 2.2176 |
| Contract Low        |         | -- -- | -- -- | 2.1815 |
| Contract High       |         | -- -- | -- -- | 2.2431 |
| Contract Average    |         | -- -- | -- -- | 2.2138 |
| Cont Branded Low    |         | -- -- | -- -- | 2.1844 |
| Cont Branded High   |         | -- -- | -- -- | 2.2431 |
| Cont Branded Avg    |         | -- -- | -- -- | 2.2202 |
| Cont Unbranded Low  |         | -- -- | -- -- | 2.1815 |
| Cont Unbranded High |         | -- -- | -- -- | 2.1821 |
| Cont Unbranded Avg  |         | -- -- | -- -- | 2.1818 |



PETRTRA-01

RENEER

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**08/31/2018**

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 rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Lupke Rice Insurance & Financial Services<br>127 W. Berry Street, Ste 500<br>Fort Wayne, IN 46802 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): (260) 424-4150</b><br><b>FAX (A/C, No): (260) 424-4187</b><br><b>E-MAIL ADDRESS:</b><br><br><table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER B : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Lloyd's of London |  | INSURER B : Ohio Security Insurance Company | 24082 | INSURER C : Evanston Insurance Company | 35378 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
|--|---|-------------------------------|--------|-------------------------------|--|---|-------|--|-------|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER A : Lloyd's of London  |   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER B : Ohio Security Insurance Company  | 24082   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER C : Evanston Insurance Company   | 35378   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER D :  |   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER E :  |   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| INSURER F :  |   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |
| <b>INSURED</b><br><br>Petroleum Traders Corporation<br>7120 Pointe Inverness Way<br>Fort Wayne, IN 46804             |   |                               |        |                               |  |   |       |  |       |             |  |             |  |             |  |

**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.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD       | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------------|----------|-----------------|-------------------------|-------------------------|---|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                 |          | ENVP0000199-18  | 09/01/2018              | 09/01/2019              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b><br>MED EXP (Any one person) \$ <b>25,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                 |          | ENVP0000199-18  | 09/01/2018              | 09/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| <b>A</b> | <input type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>   |                 |          | ENVX0000164-18  | 09/01/2018              | 09/01/2019              | EACH OCCURRENCE \$ <b>10,000,000</b><br>AGGREGATE \$ <b>10,000,000</b><br>\$  |
| <b>B</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><b>N</b> | N/A      | XWS(19)59069451 | 09/01/2018              | 09/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>  |
| <b>C</b> | <b>2nd Layer Excess</b>   |                 |          | MKLV2EFX100222  | 09/01/2018              | 09/01/2019              | <b>Each Claim</b> \$ <b>3,000,000</b>   |
| <b>A</b> | <b>Pollution</b>  |                 |          | ENVP0000199-18  | 09/01/2018              | 09/01/2019              | <b>Each Claim</b> \$ <b>1,000,000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**PETROLEUM TRADERS  
CORPORATION**

7110 Pointe Inverness Way  
Fort Wayne, IN 46804-7928  
(260) 432-6622

September 20, 2018

Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, TX 78626

Re: Certificate of Insurance

To Whom It May Concern:

In Solicitation # 1807-245 Bulk Fuel for Williamson County regarding the County's fuel needs, it mentions a certificate of insurance with the County, its directors, officers and employees added as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded Solicitation # 1807-245 Bulk Fuel for Williamson County, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

A handwritten signature in black ink, reading "Gayle Newton". The signature is written in a cursive, flowing style.

Gayle Newton  
Contract Sales Manager

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2018-406079

Date Filed:  
09/19/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Petroleum Traders Corporation  
 Fort Wayne, IN United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Solicitation 1807-245  
 Supply and delivery of bulk fuel (gasoline & diesel)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Newton, Gayle            | FORT WAYNE, IN United States             | X                                     |              |
|   | Himes, Vicki             | FORT WAYNE, IN United States             | X                                     |              |
|   | Stephens, Linda          | FORT WAYNE, IN United States             | X                                     |              |
|   | Himes, Michael           | FORT WAYNE, IN United States             | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party. ☐

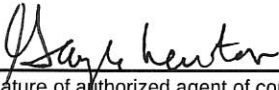
**6 UNSWORN DECLARATION**

My name is Gayle Newton, and my date of birth is October 10, 1959.

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46804, USA.  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Allen County, State of Indiana, on the 20th day of September, 20 18.  
 (month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)





## Conventional Gasoline with 10% Ethanol Destination Specification

| By Octane Grade    |             |            |             |            |       |             |
|--------------------|-------------|------------|-------------|------------|-------|-------------|
| Anti-Knock Quality | ASTM Method | Regular 87 | Midgrade 89 | Premium 93 | Notes | Spec Source |
| Octane, (R+M)/2    | D 4814      | Min. 87.0  | Min 89.0    | Min. 93.0  |       | ASTM        |

| All Grades - Non-Seasonal Limits |                  |                  |         |       |             |
|----------------------------------|------------------|------------------|---------|-------|-------------|
| Product Property                 | ASTM Method      | Minimum          | Maximum | Notes | Spec Source |
| <u>Gravity</u>                   |                  |                  |         |       |             |
| API All Level                    | D 4052           | Report           |         |       | ASTM/EPA    |
| <u>Composition</u>               |                  |                  |         |       |             |
| Benzene, vol.%                   | D 3606           |                  | 2.3     |       | EPA         |
| Aromatics, vol.%                 | D 5769 or D 1319 | Report           |         |       | EPA         |
| Olefins, vol.%                   | D 1319           | Report           |         |       | EPA         |
| Oxygen Content, wt.%             | D 5599 or D4815  |                  | 4.0     |       | ASTM        |
| Total Sulfur, ppmw               | D 2622 or D5453  |                  | 95      |       | EPA         |
| Ethanol Content, vol.%           | D 4814           | 9                | 10      |       | ASTM        |
| <u>Corrosion &amp; Stability</u> |                  |                  |         |       |             |
| Copper Strip Corrosion           | D 130            |                  | 1       |       | ASTM        |
| Silver Strip Corrosion           | D 4814           |                  | 1       |       | ASTM        |
| Solvent Washed Gum, mg/100ml     | D381             |                  | 5       |       | ASTM        |
| Oxidation Stability              | D 525            | 240              |         |       | ASTM        |
| <u>Contaminants</u>              |                  |                  |         |       |             |
| Appearance                       | D 4814           | Clear and Bright |         |       | TX          |
| Color                            |                  | No Dye           |         |       | FHR         |
| Lead Compounds, g/Gal            | D 3237           |                  | 0.05    |       | ASTM        |
| Phosphorous, g/Gal               | D 3231           |                  | 0.004   |       | ASTM        |
| Mercaptan Sulfur, wt.%           | D 3227           |                  | 0.004   |       | ASTM        |

| All Grades - Seasonal Limits |                  |       |                                     |      |      |      |      |                        |             |
|------------------------------|------------------|-------|-------------------------------------|------|------|------|------|------------------------|-------------|
| Property                     | ASTM             | Limit | Vapor Pressure & Distillation Class |      |      |      |      | Note                   | Spec Source |
|                              |                  |       | AA                                  | A    | B    | C    | D    |                        |             |
| <u>Vapor Pressure</u>        |                  |       |                                     |      |      |      |      |                        |             |
| RVP, psi                     | D5191            | max   | 7.8                                 | 9.0  | 11.0 | 12.5 | 14.5 |                        | ASTM        |
| <u>Distillation</u>          |                  |       |                                     |      |      |      |      |                        |             |
| 10% Evap., °F                | D86              | max   | 158                                 | 158  | 149  | 140  | 131  |                        | ASTM        |
| 50% Evap., °F                | D86              | min   | 150                                 | 150  | 150  | 150  | 150  |                        | ASTM        |
| 50% Evap., °F                | D86              | max   | 250                                 | 250  | 245  | 240  | 235  |                        | ASTM        |
| 90% Evap., °F                | D86              | max   | 374                                 | 374  | 374  | 365  | 365  |                        | ASTM        |
| End Point °F                 | D86              | max   | 437                                 | 437  | 437  | 437  | 437  |                        | ASTM        |
| Residue Volume %             | D86              | max   | 2                                   | 2    | 2    | 2    | 2    |                        | ASTM        |
| <u>Volatility</u>            |                  |       |                                     |      |      |      |      |                        |             |
| Drivability Index , °F       | D4814            | max   | 1250                                | 1250 | 1240 | 1230 | 1220 |                        | ASTM        |
| Property                     | ASTM             | Limit | Vapor Lock Protection Class         |      |      |      | Note | Spec Source            |             |
|                              |                  |       | 1                                   | 2    | 3    | 4    |      |                        |             |
| <u>Vapor Lock Class</u>      |                  |       |                                     |      |      |      |      |                        |             |
| Vapor/Liquid 20:1, °F        | D5188<br>(D4814) | min   | 129                                 | 120  | 113  | 105  | a, b | ASTM - FHR<br>Colonial |             |

Uncontrolled if Printed

Page 1 of 2



## **Conventional Gasoline with 10% Ethanol** **Destination Specification**

| Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals | Vapor Pressure & Distillation Class | Vapor Lock Class |
|---|-------------------------------------|------------------|
| May, Jun., Jul., Aug., Sep., Oct 1  | AA                                  | 1                |
| Apr., Oct. 2 - 31   | C                                   | 3                |
| Oct. 2 - 31 for Corpus Christi only   | A                                   | 1                |
| Nov., Dec., Jan., Feb., Mar.  | D                                   | 4                |

**Notes:**

- Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.
- V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date: 3/02/10

Written by: Gery Valle

**Nature of Change:**

*Changed Existent Gum to Solvent Washed Gum with a maximum of 5.*



## Diesel Fuel S15 No.2-D Destination Specification

| Product Property   | Units           | Limit      | Values                          | Method                         | Note | Spec <sup>(a.)</sup><br>Source |
|--|-----------------|------------|---------------------------------|--------------------------------|------|--------------------------------|
| <b>Composition</b> <span style="float: right;">b.</span> |                 |            |                                 |                                |      |                                |
| Cetane Index   |                 | MIN        | 40                              | D-976                          |      | EPA/ASTM                       |
| Cetane Index (Four Variable)                             |                 | MIN        | 40                              | D-4737B                        |      | ASTM                           |
| Total Sulfur   | ppmw            | MAX        | 15                              | D-7039                         |      | EPA/ASTM                       |
| <b>Volatility</b>  |                 |            |                                 |                                |      |                                |
| Distillation 90% Recovery                                | °F              | MIN<br>MAX | 540<br>640                      | D-86                           |      | ASTM                           |
| Flash Point  | °F              | MIN        | 126                             | D-93                           |      | ASTM                           |
| API Gravity  | °API            |            | Report                          | D-4052                         |      | FHR                            |
| <b>Fluidity</b>  |                 |            |                                 |                                |      |                                |
| Viscosity  | cSt@104 °F      | MIN<br>MAX | 1.9<br>4.1                      | D-445                          |      | FHR                            |
| Cloud Point  | °F              | MAX        | Nov.-Mar. +20<br>April, Oct +30 | D-5771,<br>D-5773 or<br>D-2500 |      | ASTM                           |
| <b>Corrosion</b>   |                 |            |                                 |                                |      |                                |
| Copper Strip (3 hrs @122 °F)                             |                 | MAX        | 3                               | D-130                          |      | FHR                            |
| <b>Contaminants</b>                                      |                 |            |                                 |                                |      |                                |
| Appearance   |                 |            |                                 |                                | c.   | ASTM                           |
| Haze   | Haze@Ambient    | MAX        | < 3                             | D-4176                         |      | FHR                            |
| Ash  | wt. %           | MAX        | 0.01                            | D-482                          |      | ASTM                           |
| Carbon Residue   | wt. %           | MAX        | 0.35                            | D-4530                         |      | ASTM                           |
| Thermal Stability  | Pad @ 300°F     | MAX        | 7                               | DuPont                         |      | FHR                            |
| <b>Lubricity</b>   |                 |            |                                 |                                |      |                                |
| HFRR   | microns @ 60 °C | MAX        | 520                             | D-6079                         | d.   | ASTM                           |

### Notes

- a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
- b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
- c. Free of sediment and water as per ASTM D-975.
- d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011

Approved by: Rick Legvold (Lab/Quality Assurance Manager)

### Nature of Change:

Specification revised to conform to the new format.  
 Remove note "Testing performed on oversight basis only."  
 Include note that FHR Euless Terminal may contain up to 5% biodiesel.

Uncontrolled if Printed

Page 1 of 1

## **Solicitation 1807-245**

### **Bulk Fuel for Williamson County**

#### **Bid Designation: Public**



### **Williamson County, Texas**

## Bid 1807-245 Bulk Fuel for Williamson County

Bid Number 1807-245  
Bid Title Bulk Fuel for Williamson County

Bid Start Date Jul 24, 2018 11:45:37 AM CDT  
Bid End Date Sep 21, 2018 3:00:00 PM CDT  
Question & Answer End Date Sep 14, 2018 5:00:00 PM CDT

Bid Contact Erica Smith  
Purchasing Specialist III  
512-943-1554  
erica.smith@wilco.org

Contract Duration 12 months  
Contract Renewal 2 annual renewals  
Prices Good for 90 days  
Pre-Bid Conference Aug 14, 2018 10:00:00 AM CDT  
Attendance is optional  
Location: Williamson County Purchasing Office  
901 S. Austin Ave.  
Georgetown, TX 78626

Bid Comments **Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.**

### Item Response Form

Item 1807-245--01-01 - Please attach all documents to this line

Quantity 1 gallon

Prices are not requested for this item.

Delivery Location Williamson County, Texas  
No Location Specified

Qty 1

#### Description

Please attach all documents to this line.



## **PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION**

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 21, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 21, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## **Reference 1**

Client Name:

Austin Independent School District

Location:

1111 West 6th St Austin, TX 78703

Contact Name:

Sheri Albin

Title:

Phone:

512-414-2114

E-mail

sher.albin@austinisd.org

Contract Date To:

Present

Contract Date From:

November 2009

Contract Value: \$

~ \$500,000 annually

Scope of Work:

Supply and delivery of gasoline

## **Reference 2**

Client Name:

Brazoria County, TX

Location:

111 East Locust Angelton, TX 77515

Contact Name:

Elizabeth Morgan

Title:

Assistant Contract Specialist

Phone:

979-864-1825

E-mail

emorgan@brazoria-county.com

Contract Date To:

Present

Contract Date From:

September 2013

Contract Value: \$

~ \$1,100,000 annually

Scope of Work:

Supply and delivery of gasoline and diesel fuel



**Reference 3**

Client Name:

Wharton County, TX

Location:

309 East Milam St Wharton, TX 77488

Contact Name:

Sharon Boedeker

Title:

Phone:

979-532-2640

E-mail

sharon.boedeker@co.wharton.tx.us

Contract Date To:

Present

Contract Date From:

January 2016

Contract Value: \$

~ \$320,000 annually

Scope of Work:

Supply and delivery of diesel fuel

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>  |  | <b>Form<br/>CIQ</b>  |
|--|--|--|
| <b>For vendor or other person doing business with local governmental entity</b>  |  |  |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |  | <p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| 1  | <p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; padding: 2px;">Petroleum Traders Corporation</div>  |  |
| 2  | <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <div style="display: flex; align-items: center;"> <input type="checkbox"/> <div style="margin-left: 10px;"> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div> |  |
| 3  | <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b></p> <div style="border: 1px solid black; padding: 5px; min-height: 50px;">n/a</div>  |  |
| 4  | <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p> <div style="border: 1px solid black; padding: 5px; min-height: 50px;">n/a</div>  |  |

|  |  |  |
|--|--|--|
| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> |  | <b>Form</b><br><b>CIQ</b><br><b>Page 2</b> |
| 5  | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">n/a</div> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">n/a</div> |  |
| 7  | <div style="border: 1px solid black; padding: 5px; min-height: 20px;"></div> <div style="border: 1px solid black; padding: 5px; min-height: 20px; text-align: center;">9/20/2018</div>   |  |
|  | Signature of person doing business with the governmental entity  | Date                                       |
| Signature not required if completing in BIDSYNCR electronically.   |  |  |

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Petroleum Traders Corporation

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

n/a

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

n/a

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

9/20/2018

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.



## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              | Petroleum Traders Corporation                  |
| <b>Address of Bidder:</b>                           | 7120 Pointe Inverness Way Fort Wayne, IN 46804 |
| <b>Email:</b>                                       | gnewton@petroleumtraders.com                   |
| <b>Telephone:</b>                                   | 888-637-7661                                   |
| <b>Printed Name of Person Submitting Affidavit:</b> | Gayle Newton                                   |
| <b>Signature of Person Submitting Affidavit:</b>    | Gayle Newton                                   |

### Cooperative Purchasing Program

**Check one of the following options below .** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County 's Contract. |
| <input type="checkbox"/>            | I will not offer the quoted prices to all authorized entities.                                       |

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***



BEFORE ME, the undersigned authority, a Notary Public, personally appeared Gayle Newton (Name of Signer), who after being by me duly sworn, did depose and say: "I, Gayle Newton, (Name of Signer) am a duly authorized officer of/agent for Petroleum Traders Corporation (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said Petroleum Traders Corporation (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named Gayle Newton

on this the 20th day of September, 2018.

Michelle Beard

Notary Public in and for

The State of Indiana

The County of Allen

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers; authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**



Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**



The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance..

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The IFB and its Addenda (if applicable); and
2. The Bidder's Bid.

- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. Terms and conditions of the Ensuing Agreement;
2. The IFB its Addenda; and
3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

#### 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

#### 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

#### 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

#### 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidders Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder's agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.



#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.



#### 4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### 4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### 4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)

Phone: 512-943-1500

#### **4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### **4.40 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.41 INSURANCE REQUIREMENTS**

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS**

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### **4.43 LEGAL LIABILITY INFORMATION**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



## Additional Stipulations - Bid



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

#### **1.2 Technical Contact**

Kevin Teller, (or successor), Director of Fleet Services, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

#### **1.3 Contract Term**

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning December 1, 2018 and ending November 30, 2019.

#### **1.4 Contract Extensions**

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved by the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

## Additional Stipulations - Bid

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

## 1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

## 1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision. Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the bid number and bid description:

Williamson County Purchasing Department  
901 S Austin Ave  
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

**Successful Bidder must comply with the following insurance requirements at all**

## Additional Stipulations - Bid

**times during this Contract:**

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
  2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
  3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
  4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible.** Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Bidder shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Bidder shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder hereunder.
- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage.** Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**



## Additional Stipulations - Bid

**hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Bidder, Successful Bidder shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Bidder shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Bidder must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County  
901 S Austin Ave  
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Bidder shall be borne solely by Successful Bidder, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

## BID SPECIFICATIONS

### Scope of Services

#### Purpose

Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

#### Fuel Quality and Acceptance

All Bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with the Bid. Any additional alcohol or Bio blending beyond the mandatory specification for the Greater Austin Area will not be acceptable. The Contract Administrator must be advised by written notification of any additional blending that may be required due to any future State or Federal mandates.

Upon bid award, Successful Bidder will be required to provide MSDS sheets on all products provided.

#### Delivery

All fuel will be ordered on an "as needed basis".

Prompt delivery is essential in the performance of this Contract. Points of delivery are Georgetown, Taylor, Granger, and Florence. Orders must be delivered within 24 hours.

Successful Bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful Bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

#### Fuel Spills

Extreme care must be taken by the Successful Bidder to avoid fuel spills. The tanker truck must be attended at all times during fuel offloading. Any cost incurred as a result of fuel spills due to negligence on the part of the Successful Bidder, its agents or employees, or due to equipment malfunction, will be borne by the Successful Bidder and may be grounds for termination of this Contract at the discretion of the Williamson County Commissioner's Court. Successful Bidder is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

#### Bid Pricing

Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the Successful Bidder differentials (the differential must be a firm dollar amount during the Contract, consist of four (4) decimal places and will be identified by the Bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas area



Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statute, exempt from federal excise tax and will pay any appropriate taxes as required.

#### **Natural Disaster or Emergency Situation**

In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower

### **Gasoline and Diesel Specifications**

#### **Gasoline and Diesel to Be Bid:**

- |    |                                     |                             |
|----|-------------------------------------|-----------------------------|
| 1. | Conventional Gasoline w/10% Ethanol | 87 Conv w/10%Ethanol        |
| 2. | Diesel Fuel S15 No.2-D              | Cetane number of 40 minimum |

#### **Specifications for Conventional/Unleaded Gasoline with 10% Ethanol:**

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

**See Attachment A in Separate PDF: Conventional Gasoline with 10% Ethanol Destination Specification**

|                            |                           |
|----------------------------|---------------------------|
| Existent Gum, mg/100 mL    | 5 maximum                 |
| D381                       |                           |
| Oxidation Stability, mins. | 240 minimum (see notes c) |
| D525                       |                           |

#### **Specifications for No.2 Diesel Fuel containing No Higher than a 5% bio blend:**

**See Attachment A in Separate PDF: Diesel Fuel S15 No.2-D Destination**

**COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:**CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop  
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

191,000 gallons of diesel fuel  
260,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971)  
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

TAYLOR BARN

900 S Main Street (Hwy 95)  
Taylor, Texas

Diesel Fuel: one (1) 3,000 gallon above ground

Gasoline: one (1) 3,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

3,000-7,000 gallons of diesel fuel  
23,000-29,000 gallons of unleaded fuel  
Variable depending on project locations within the county

FLORENCE BARN

100 FM 970  
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

## Conventional Gasoline with 10% Ethanol Destination Specification

| By Octane Grade    |             |            |             |            |       |             |
|--------------------|-------------|------------|-------------|------------|-------|-------------|
| Anti-Knock Quality | ASTM Method | Regular 87 | Midgrade 89 | Premium 93 | Notes | Spec Source |
| Octane, (R+M)/2    | D 4814      | Min. 87.0  | Min 89.0    | Min. 93.0  |       | ASTM        |

| All Grades - Non-Seasonal Limits |                  |                  |         |       |             |
|----------------------------------|------------------|------------------|---------|-------|-------------|
| Product Property                 | ASTM Method      | Minimum          | Maximum | Notes | Spec Source |
| <b>Gravity</b>                   |                  |                  |         |       |             |
| API All Level                    | D 4052           | Report           |         |       | ASTM/EPA    |
| <b>Composition</b>               |                  |                  |         |       |             |
| Benzene, vol. %                  | D 3606           |                  | 2.3     |       | EPA         |
| Aromatics, vol. %                | D 5769 or D 1319 | Report           |         |       | EPA         |
| Olefins, vol. %                  | D 1319           | Report           |         |       | EPA         |
| Oxygen Content, wt. %            | D 5599 or D4815  |                  | 4.0     |       | ASTM        |
| Total Sulfur, ppmw               | D 2622 or D5453  |                  | 95      |       | EPA         |
| Ethanol Content, vol. %          | D 4814           | 9                | 10      |       | ASTM        |
| <b>Corrosion &amp; Stability</b> |                  |                  |         |       |             |
| Copper Strip Corrosion           | D 130            |                  | 1       |       | ASTM        |
| Silver Strip Corrosion           | D 4814           |                  | 1       |       | ASTM        |
| Solvent Washed Gum, mg/100ml     | D381             |                  | 5       |       | ASTM        |
| Oxidation Stability              | D 525            | 240              |         |       | ASTM        |
| <b>Contaminants</b>              |                  |                  |         |       |             |
| Appearance                       | D 4814           | Clear and Bright |         |       | TX          |
| Color                            |                  | No Dye           |         |       | FHR         |
| Lead Compounds, g/Gal            | D 3237           |                  | 0.05    |       | ASTM        |
| Phosphorous, g/Gal               | D 3231           |                  | 0.004   |       | ASTM        |
| Mercaptan Sulfur, wt. %          | D 3227           |                  | 0.004   |       | ASTM        |

| All Grades - Seasonal Limits |               |       |                                     |      |      |      |      |      |                     |
|------------------------------|---------------|-------|-------------------------------------|------|------|------|------|------|---------------------|
| Property                     | ASTM          | Limit | Vapor Pressure & Distillation Class |      |      |      |      | Note | Spec Source         |
|                              |               |       | AA                                  | A    | B    | C    | D    |      |                     |
| <b>Vapor Pressure</b>        |               |       |                                     |      |      |      |      |      |                     |
| RVP, psi                     | D5191         | max   | 7.8                                 | 9.0  | 11.0 | 12.5 | 14.5 |      | ASTM                |
| <b>Distillation</b>          |               |       |                                     |      |      |      |      |      |                     |
| 10% Evap., °F                | D86           | max   | 158                                 | 158  | 149  | 140  | 131  |      | ASTM                |
| 50% Evap., °F                | D86           | min   | 150                                 | 150  | 150  | 150  | 150  |      | ASTM                |
| 50% Evap., °F                | D86           | max   | 250                                 | 250  | 245  | 240  | 235  |      | ASTM                |
| 90% Evap., °F                | D86           | max   | 374                                 | 374  | 374  | 365  | 365  |      | ASTM                |
| End Point °F                 | D86           | max   | 437                                 | 437  | 437  | 437  | 437  |      | ASTM                |
| Residue Volume %             | D86           | max   | 2                                   | 2    | 2    | 2    | 2    |      | ASTM                |
| <b>Volatility</b>            |               |       |                                     |      |      |      |      |      |                     |
| Drivability Index, °F        | D4814         | max   | 1250                                | 1250 | 1240 | 1230 | 1220 |      | ASTM                |
| Property                     | ASTM          | Limit | Vapor Lock Protection Class         |      |      |      |      | Note | Spec Source         |
|                              |               |       | 1                                   | 2    | 3    | 4    |      |      |                     |
| <b>Vapor Lock Class</b>      |               |       |                                     |      |      |      |      |      |                     |
| Vapor/Liquid 20:1, °F        | D5188 (D4814) | min   | 129                                 | 120  | 113  | 105  |      | a, b | ASTM - FHR Colonial |

## Conventional Gasoline with 10% Ethanol Destination Specification

| Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals | Vapor Pressure & Distillation Class | Vapor Lock Class |
|---|-------------------------------------|------------------|
| May, Jun., Jul., Aug., Sep., Oct 1  | AA                                  | 1                |
| Apr., Oct. 2 - 31   | C                                   | 3                |
| Oct. 2 - 31 for Corpus Christi only   | A                                   | 1                |
| Nov., Dec., Jan., Feb., Mar.  | D                                   | 4                |

Notes:

a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.

b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date: 3/02/10

Written by: Gery Valle

Nature of Change:

*Changed Existent Gum to Solvent Washed Gum with a maximum of 5.*

## Diesel Fuel S15 No.2-D Destination Specification

| Product Property             | Units           | Limit      | Values                          | Method                         | Note | Spec <sup>(a.)</sup><br>Source |
|------------------------------|-----------------|------------|---------------------------------|--------------------------------|------|--------------------------------|
| <b>Composition</b>           |                 |            |                                 |                                |      |                                |
| b.                           |                 |            |                                 |                                |      |                                |
| Cetane Index                 |                 | MIN        | 40                              | D-976                          |      | EPA/ASTM                       |
| Cetane Index (Four Variable) |                 | MIN        | 40                              | D-4737B                        |      | ASTM                           |
| Total Sulfur                 | ppmw            | MAX        | 15                              | D-7039                         |      | EPA/ASTM                       |
| <b>Volatility</b>            |                 |            |                                 |                                |      |                                |
| Distillation 90% Recovery    | °F              | MIN<br>MAX | 540<br>640                      | D-86                           |      | ASTM                           |
| Flash Point                  | °F              | MIN        | 126                             | D-93                           |      | ASTM                           |
| API Gravity                  | °API            |            | Report                          | D-4052                         |      | FHR                            |
| <b>Fluidity</b>              |                 |            |                                 |                                |      |                                |
| Viscosity                    | cSt@104 °F      | MIN<br>MAX | 1.9<br>4.1                      | D-445                          |      | FHR                            |
| Cloud Point                  | °F              | MAX        | Nov.-Mar. +20<br>April, Oct +30 | D-5771,<br>D-5773 or<br>D-2500 |      | ASTM                           |
| <b>Corrosion</b>             |                 |            |                                 |                                |      |                                |
| Copper Strip (3 hrs @122 °F) |                 | MAX        | 3                               | D-130                          |      | FHR                            |
| <b>Contaminants</b>          |                 |            |                                 |                                |      |                                |
| Appearance                   |                 |            |                                 |                                | c.   | ASTM                           |
| Haze                         | Haze@Ambient    | MAX        | < 3                             | D-4176                         |      | FHR                            |
| Ash                          | wt. %           | MAX        | 0.01                            | D-482                          |      | ASTM                           |
| Carbon Residue               | wt. %           | MAX        | 0.35                            | D-4530                         |      | ASTM                           |
| Thermal Stability            | Pad @ 300°F     | MAX        | 7                               | DuPont                         |      | FHR                            |
| <b>Lubricity</b>             |                 |            |                                 |                                |      |                                |
| HFRR                         | microns @ 60 °C | MAX        | 520                             | D-6079                         | d.   | ASTM                           |

### Notes

- a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
- b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
- c. Free of sediment and water as per ASTM D-975.
- d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011

Approved by: Rick Legvold (Lab/Quality Assurance Manager)

### Nature of Change:

Specification revised to conform to the new format.  
Remove note "Testing performed on oversight basis only."  
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

| TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS |                          |                    |               |                  |                  |  |
|---|--------------------------|--------------------|---------------|------------------|------------------|--|
| Conventional Gasoline with 10% Ethanol  | Brand Bid                | Opis Daily Average | Firm Discount | Markup           | Cost to County   |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                         | Flint Hills<br>or Motiva | 2.1501<br>2.2138   | n/a<br>n/a    | 0.1050<br>0.1050 | 2.2551<br>2.3188 |  |

Delivery Location: Williamson County, No Location Specified

| TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT |                          |                    |               |                   |                  |  |
|---|--------------------------|--------------------|---------------|-------------------|------------------|--|
| Conventional Unleaded Gasoline with 10% Ethanol   | Brand Bid                | Opis Daily Average | Firm Discount | Markup            | Cost to County   |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                               | Flint Hills<br>or Motiva | 2.1501<br>2.2138   | n/a<br>n/a    | -0.0197<br>0.0043 | 2.1304<br>2.2181 |  |

Delivery Location: Williamson County, No Location Specified

| STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT |           |               |               |        |                |                  |
|---|-----------|---------------|---------------|--------|----------------|------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                             | Brand Bid | Cost Per Stop | Firm Discount | Markup | Cost to County | Demurrage Hourly |
|   | No bid    | No bid        | No bid        | No bid | No bid         | No bid           |

Delivery Location: Williamson County, No Location Specified

## Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

## Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 14, 2018 5:00:00 PM CDT

| <u>UNIT #</u> | <u>LOCATION</u>                   | <u>FUEL TYPE</u> | <u>CAPACITY</u><br><u>gal</u> | 10/1/16-<br>7/30/18 |
|---------------|-----------------------------------|------------------|-------------------------------|---------------------|
| HR0485        | 102 W 3rd Street Georgetown       | Diesel           | 150                           |                     |
| HR0486        | 312 N Main Georgetown Admin       | Diesel           | 100                           |                     |
| HR0587        | 211 Commerce Cove Round Rock      | Diesel           | 410                           |                     |
| HR0710        | 350 Discovery Blvd Cedar Park     | Diesel           | 32                            | 17.6                |
| HR0889        | 115 W 6th Street Taylor           | Diesel           | 290                           | 80                  |
| JR0388        | 1821 SE Inner Loop Georgetown     | Diesel           | 468                           |                     |
| RR0180        | 1038 CR 116 Georgetown            | Diesel           | 150                           | 64.4                |
| RR0181        | 1900 Cougar Country Cedar Park    | Diesel           | 150                           | 50.4                |
| RR0182        | 5251 CR 200 Liberty hill          | Diesel           | 150                           | 36.3                |
| RR0183        | CR 424 Thrall                     | Diesel           | 150                           | 57.2                |
| RR0984        | FM 2843 Florence                  | Diesel           | 150                           | 84.9                |
| RR12100       | 2801 Hogh Country Blvd Round Rock | Diesel           | 305                           | 99.2                |
| RR13100       | 108 Old Coupland Rd Taylor        | Diesel           | 305                           | 84.6                |
| RR14100       | 2141 Tower Rd Georgetown          | Diesel           |                               | 100.1               |
| RR14101       | 1302 Fire Lane Cedar Park         | Diesel           | 305                           | 75.2                |
| RR1488        | 5690 CR 327 Granger               | Diesel           |                               |                     |
| SR0276        | 508 Rock St Georgetown            | Diesel           | 2400                          | 711                 |
| SR1401        | 508 Rock St Georgetown            | Diesel           | 450                           | 125                 |
| YR1201        | 911 Tracy Chamber Lane Georgetown | Diesel           | 5200                          |                     |
|               |                                   |                  |                               | 1585.9              |





Randy Barker, CPPO, CPPB  
Purchasing Agent / Director

## ADDENDUM NO. 2

**Date:** September 20<sup>th</sup>, 2018

**Owner:** Williamson County, Texas

**Project Name:** Bulk Fuel for Williamson County

**Project No:** 1807-245

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Bid Specification language.

### Description of Addition or Change:

This addendum is to clarify the following Bid Specification language:

“The Successful Bidder is required to supply a current copy of the “Oil Pricing Information Service (OPIS) Report” to the Contract Administrator daily by email as follows:

Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)”

The current copy of the “Oil Pricing Information Service (OPIS) Report” we are requesting daily by email and to be attached to establish the benchmark for the quotation needs to be typed in excel. We are not requesting a copy of the actual OPIS publication.

Supplier: **Petroleum Traders Corporation**



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Petroleum Traders Corporation**

## Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

### Reference 1

Client Name: Austin Independent School District, TX 1111 West 6th St Austin, TX 78703  
Location:  
Contact Name: Sheri Albin  
Title:  
Phone: 512-414-2114 sheri.albin@austinsisd.org  
E-mail:  
Contract Date To: Present November 2009 ~ \$500,000 annually  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of gasoline

### Reference 2

Client Name: Brazoria County, TX 111 East Locust Angleton, TX 77515  
Location:  
Contact Name: Elizabeth Morgan Assistant Contract Specialist  
Title:  
Phone: 979-864-1825 emorgan@brazoria-county.com  
E-mail:  
Contract Date To: Present September 2013 ~ \$1,100,000 annually  
Contract Date From:  
Contract Value: \$  
Scope of Work:  
Supply and delivery of gasoline and diesel fuel

**Reference 3**

Client Name:  
**Wharton County, TX 309 East Milam St Wharton, TX 77488**

Location:

Contact Name:  
**Sharon Boedeker**

Title:

Phone:  
**979-532-2640 sharon.boedeker@co.wharton.tx.us**

E-mail

Contract Date To:                      Contract Date From:  
**Present January 2016 ~ \$320,000 annually**

Contract Value: \$

Scope of Work:  
**Supply and delivery of diesel fuel**

## Supplier: Petroleum Traders Corporation

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity  |   | <b>Form<br/>CIQ</b>                         |
|--|---|---|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |   | <b>OFFICE USE ONLY</b><br><br>Date Received |
| 1  | <b>Name of person doing business with local governmental entity.</b><br>Petroleum Traders Corporation   |   |
| 2  | <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br><input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |   |
| 3  | <b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b><br>n/a   |   |
| 4  | <b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b><br>n/a   |   |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor or other person doing business with local governmental entity | <b>Form<br/>CIQ<br/>Page 2</b> |
|---|--------------------------------|
|---|--------------------------------|

|   |   |           |
|---|---|-----------|
| 5 | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.<br/> n/a</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b><br/> n/a</p> |           |
| 7 |   |           |
|   |   | 9/20/2018 |
|   | Signature of person doing business with the governmental entity   | Date      |
|   | <p style="color: red;">Signature not required if completing in BIDS SYNC electronically.</p>  |           |

Supplier: **Petroleum Traders Corporation****CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

Date Received

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

**Petroleum Traders Corporation**

- 2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

n/a  
Name of Officer

- 4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

- 5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

n/a

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

- 7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

9/20/2018  
Date





## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

**Supplier: Petroleum Traders Corporation**

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |   |
|---|---|
| <b>Name of Bidder:</b>                              | <b>Petroleum Traders Corporation</b>                  |
| <b>Address of Bidder:</b>                           | <b>7120 Pointe Inverness Way Fort Wayne, IN 46804</b> |
| <b>Email:</b>                                       | <b>gnewton@petroleumtraders.com</b>                   |
| <b>Telephone:</b>                                   | <b>888-637-7661</b>                                   |
| <b>Printed Name of Person Submitting Affidavit:</b> | <b>Gayle Newton</b>                                   |
| <b>Signature of Person Submitting Affidavit:</b>    | <b>Gayle Newton</b>                                   |

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/>            | I will not offer the quoted prices to all authorized entities.                                      |

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Gayle Newton** (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Gayle Newton**, (*Name of Signer*) am a duly authorized officer of/agent for **Petroleum Traders Corporation** (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Petroleum Traders Corporation** (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Gayle Newton**  
on this the **20th** day of **September**, 2018.

**Michelle Beard**  
Notary Public in and for  
The State of **Indiana**  
The County of **Allen**

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.**

Supplier: **Petroleum Traders Corporation**



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is



available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be



disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

#### **4.36 AIR QUALITY**

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### **4.37 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### **4.38 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**


The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



**RKA Petroleum**

Bid Contact **Cynthia Kilian**  
**ckilian@rkapetroleum.com**  
Ph

Address **28340 Wick Rd**  
**Romulus , MI 48174**

| Item #          | Line Item                                | Notes   | Unit Price    | Qty/Unit   | Attch. | Docs |
|-----------------|--|---|---------------|------------|--------|------|
| 1807-245--01-01 | Please attach all documents to this line | Supplier <br>Product Code: | First Offer - | 1 / gallon | Y      | Y    |
| Supplier Total  |  |   |               |            | \$0.00 |      |

**RKA Petroleum**

Item: **Please attach all documents to this line**

**Attachments**

RKA Petroleum.pdf



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
901 S. Austin Avenue  
GEORGETOWN, TEXAS 78626

## Time-Stamp Certification For Receipt of RFP, RFQ, and IFB Responses

This is to certify that I, (circle your name)

Brenda Fuller

Blake Skiles

Dianne West

Erica Smith

Jayne Jasso

Johnny Grimaldo

Kerstin Hancock

Lyn Mazey

Randy Barker

Received the package from RKA Petroleum (vendor name on package)

For ~~RFP~~ RFQ/IFB # 1807-245

At the date and time stamped at the bottom of this form.

Erica Smith  
Signature of Receiving Purchasing Dept. Representative

Time-Stamp REC'D AM 9:55 19 SEP'18 ))



ORIGINAL



September 18, 2018

**SUBJECT: Bulk Fuel for Williamson County**

RKA Petroleum is a Michigan Corporation, **family owned business** and is a **Certified WBE 100% woman owned business** who has been offering diesel fuels, gasoline, ethanol, biodiesel blends and other petroleum products Nationally and in the South-East Michigan area for over 45 years. RKA is a national leader in wholesale fuel supply.

Please see RKA Petroleum Companies, Inc. information below:

|                            |                              |
|----------------------------|------------------------------|
| <b>CERTIFICATION(S):</b>   | WBENC #2005120380 (attached) |
| <b>DUNS NO:</b>            | 01 674 9376                  |
| <b>INCORPORATION DATE:</b> | September 3, 1969            |
| <b>FEIN NO:</b>            | 38-1896753                   |

RKA Petroleum appreciates the opportunity to bid on the Williamson County's fuel requirements. If you have any questions or need additional information, please feel free to contact me at anytime.

Best regards,

*Cynthia Kilian*

Cynthia Kilian  
Government Procurement Specialist

**RKA Petroleum Companies, Inc.**

[ckilian@rkapetroleum.com](mailto:ckilian@rkapetroleum.com)

P: 734.946.2233

[bids@rkapetroleum.com](mailto:bids@rkapetroleum.com)



hereby grants

# National Women's Business Enterprise Certification

to

RKA PETROLEUM COMPANIES INC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: May 21, 2012

Expiration Date: May 21, 2019

WBENC National Certification Number: 2005120380



*Michelle Richards*  
Authorized by Michelle Richards, President  
Great Lakes Women's Business Council

NAICS: 424720

UNSPSC: 15100000, 78102101





RKA PETROLEUM COMPANIES, INC.  
RKA PETROLEUM LLC, INC.  
REX CARRIERS, INC.  
LAND & SEA PETROLEUM HOLDINGS, INC

January 5, 2018

RKA Petroleum Companies, Inc.  
28340 Wick Road  
Romulus, MI 48174

Re: Company Signature Authorization

RKA Petroleum Companies, Inc., is acknowledging that Daniel Ranks has signatory authorization to legally bind RKA Petroleum Companies, Inc., contractually.

From January 1, 2018 through December 31, 2018.

CEO: Kari Elliott

E-Mail Address: [Kelliott@rkapetroleum.com](mailto:Kelliott@rkapetroleum.com)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Thank you for your business!

Client Contact Center

Enclosed:

Certificate Document(s)



\*RKA will list parties to be insured after acceptance of bid proposal.

1807-245

DATE (MM/DD/YYYY)  
04/04/2018

## CERTIFICATE OF LIABILITY INSURANCE

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 rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 |  | <b>CONTACT NAME:</b> CLIENT CONTACT CENTER<br><b>PHONE (A/C, No, Ext):</b> 888-333-4949<br><b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM<br><b>FAX (A/C, No):</b> 507-446-4664 |  |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  |  | <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY   |  |
|  |  | <b>INSURER B:</b>  |  |
|  |  | <b>INSURER C:</b>  |  |
|  |  | <b>INSURER D:</b>  |  |
|  |  | <b>INSURER E:</b>  |  |
|  |  | <b>INSURER F:</b>  |  |

### COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 12

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.

| INSR LTR  | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |  |  |  |  |  |
|---|---|-----------|----------|---------------|-------------------------|-------------------------|--|--|--|--|--|--|
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | N         | N        | 0759334       | 04/01/2018              | 04/01/2019              | EACH OCCURRENCE \$1,000,000  |  |  |  |  |  |
|   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000   |           |          |               |                         |                         |  |  |  |  |  |  |
|   | MED EXP (Any one person)  |           |          |               |                         |                         |  |  |  |  |  |  |
|   | PERSONAL & ADV INJURY \$1,000,000   |           |          |               |                         |                         |  |  |  |  |  |  |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   |           |          |               |                         |                         | GENERAL AGGREGATE \$2,000,000  |  |  |  |  |  |
|   |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$2,000,000   |  |  |  |  |  |
| A   | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N         | N        | 0759334       | 04/01/2018              | 04/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000                                |  |  |  |  |  |
|   | BODILY INJURY (Per person)  |           |          |               |                         |                         |  |  |  |  |  |  |
|   | BODILY INJURY (Per accident)  |           |          |               |                         |                         |  |  |  |  |  |  |
|   | PROPERTY DAMAGE (Per accident)  |           |          |               |                         |                         |  |  |  |  |  |  |
| A   | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  | N         | N        | 0759339       | 04/01/2018              | 04/01/2019              | EACH OCCURRENCE \$20,000,000   |  |  |  |  |  |
|   | DED <input type="checkbox"/> RETENTION  |           |          |               |                         |                         | AGGREGATE \$20,000,000   |  |  |  |  |  |
|   |   |           |          |               |                         |                         |  |  |  |  |  |  |
|   |   |           |          |               |                         |                         |  |  |  |  |  |  |
| A   | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N / A     | N        | 6047336       | 04/01/2018              | 04/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |  |  |  |  |  |
|   | E.L. EACH ACCIDENT \$1,000,000  |           |          |               |                         |                         |  |  |  |  |  |  |
|   | E.L. DISEASE - EA EMPLOYEE \$1,000,000  |           |          |               |                         |                         |  |  |  |  |  |  |
|   | E.L. DISEASE - POLICY LIMIT \$1,000,000   |           |          |               |                         |                         |  |  |  |  |  |  |
|   |   |           |          |               |                         |                         |  |  |  |  |  |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

### CERTIFICATE HOLDER

0 12

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Ken



Untitled

AUSTIN, TX

2018-07-24 10:00:15 EDT

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS CBOB ETHANOL(10%) PRICES\*\*

7.8 RVP

|                                      | Terms   | Unl    | Move   | Mid    | Move   | Pre    | Move   | Move  | Date  | Time |
|--------------------------------------|---------|--------|--------|--------|--------|--------|--------|-------|-------|------|
| FlntHlsRs                            | u N-10  | 207.05 | + 1.75 | 217.25 | + 1.75 | 237.05 | + 1.75 | 07/23 | 17:00 |      |
| Citgo                                | b 1-10  | 215.15 | + 1.10 | 230.81 | + 1.10 | 261.62 | + 1.10 | 07/23 | 18:00 |      |
| PSX                                  | b 1-10  | 215.40 | + 1.60 | 230.55 | + 1.60 | 261.86 | + 1.60 | 07/23 | 18:00 |      |
| Valero                               | b 1-10  | 215.44 | + .40  | 231.44 | + .40  | 262.44 | + .40  | 07/23 | 18:00 |      |
| XOM                                  | b 125-3 | 215.65 | + 1.03 | 231.23 | + 1.03 | 262.15 | + 1.03 | 07/23 | 19:00 |      |
| Gulf                                 | b 1-10  | 215.72 | + 1.10 | 239.25 | + 1.25 | 262.97 | + 1.60 | 07/23 | 18:00 |      |
| Sunoco                               | b 125-3 | 215.73 | + 1.33 | 231.03 | + 1.33 | 262.41 | + 1.33 | 07/23 | 18:00 |      |
| 76-Mot                               | b 125-3 | 216.14 | + 1.77 | 231.34 | + 1.78 | 261.71 | + 1.77 | 07/23 | 18:00 |      |
| Shell-Mot                            | b 125-3 | 216.24 | + 1.77 | -- --  | -- --  | 264.85 | + 1.77 | 07/23 | 18:00 |      |
| Chevron                              | b 1t45c | 216.30 | + 1.40 | 231.50 | + 1.40 | 262.80 | + 1.40 | 07/23 | 18:00 |      |
| Texaco                               | b 1t45c | 216.30 | + 1.40 | 231.50 | + 1.40 | 262.80 | + 1.40 | 07/23 | 18:00 |      |
| LOW RACK                             |         | 207.05 |        | 217.25 |        | 237.05 |        |       |       |      |
| HIGH RACK                            |         | 216.30 |        | 239.25 |        | 264.85 |        |       |       |      |
| RACK AVG                             |         | 215.01 |        | 230.59 |        | 260.24 |        |       |       |      |
| OPIS GULF COAST DELIVERED SPOT (SRI) |         |        |        |        |        |        |        |       |       |      |
| FOB AUSTIN                           |         | 198.54 |        | -- --  |        | 212.44 |        |       |       |      |
| BRD LOW RACK                         |         | 215.15 |        | 230.55 |        | 261.62 |        |       |       |      |
| BRD HIGH RACK                        |         | 216.30 |        | 239.25 |        | 264.85 |        |       |       |      |
| BRD RACK AVG                         |         | 215.81 |        | 232.07 |        | 262.56 |        |       |       |      |
| UBD LOW RACK                         |         | 207.05 |        | 217.25 |        | 237.05 |        |       |       |      |
| UBD HIGH RACK                        |         | 207.05 |        | 217.25 |        | 237.05 |        |       |       |      |
| UBD RACK AVG                         |         | 207.05 |        | 217.25 |        | 237.05 |        |       |       |      |
| CONT AVG-07/24                       |         | 215.01 |        | 230.59 |        | 260.24 |        |       |       |      |
| CONT LOW-07/24                       |         | 207.05 |        | 217.25 |        | 237.05 |        |       |       |      |
| CONT HIGH-07/24                      |         | 216.30 |        | 239.25 |        | 264.85 |        |       |       |      |

AUSTIN, TX

2018-07-24 10:00:15 EDT

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS ULTRA LOW SULFUR LED DISTILLATE PRICES\*\*

|                                      | Terms   | No.2   | Move   | No.1  | Move  | Pre   | Move  | Move  | Date  | Time |
|--------------------------------------|---------|--------|--------|-------|-------|-------|-------|-------|-------|------|
| FlntHlsRs                            | u N-10  | 218.15 | + 1.25 | -- -- | -- -- | -- -- | -- -- | 07/23 | 17:00 |      |
| Motiva                               | u N-10  | 218.21 | + 1.20 | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Sunoco                               | b 125-3 | 218.44 | + .78  | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Motiva                               | b 125-3 | 220.86 | + .66  | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Citgo                                | b 1-10  | 221.67 | + .59  | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| 76-Mot                               | b 125-3 | 221.76 | + .66  | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Shell-Mot                            | b 125-3 | 221.76 | + .66  | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| PSX                                  | b 1-10  | 221.90 | + 1.50 | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Valero                               | b 1-10  | 222.25 | + 1.00 | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Chevron                              | b 1t45c | 223.60 | + 1.20 | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| Texaco                               | b 1t45c | 223.60 | + 1.20 | -- -- | -- -- | -- -- | -- -- | 07/23 | 18:00 |      |
| XOM                                  | b 125-3 | 224.31 | + 1.63 | -- -- | -- -- | -- -- | -- -- | 07/23 | 19:00 |      |
| LOW RACK                             |         | 218.15 |        | -- -- |       | -- -- |       |       |       |      |
| HIGH RACK                            |         | 224.31 |        | -- -- |       | -- -- |       |       |       |      |
| RACK AVG                             |         | 221.38 |        | -- -- |       | -- -- |       |       |       |      |
| OPIS GULF COAST DELIVERED SPOT (SRI) |         |        |        |       |       |       |       |       |       |      |
| FOB AUSTIN                           |         | 212.40 |        | -- -- |       | -- -- |       |       |       |      |
| BRD LOW RACK                         |         | 218.44 |        | -- -- |       | -- -- |       |       |       |      |
| BRD HIGH RACK                        |         | 224.31 |        | -- -- |       | -- -- |       |       |       |      |
| BRD RACK AVG                         |         | 222.02 |        | -- -- |       | -- -- |       |       |       |      |
| UBD LOW RACK                         |         | 218.15 |        | -- -- |       | -- -- |       |       |       |      |
| UBD HIGH RACK                        |         | 218.21 |        | -- -- |       | -- -- |       |       |       |      |
| UBD RACK AVG                         |         | 218.18 |        | -- -- |       | -- -- |       |       |       |      |
| CONT AVG-07/24                       |         | 221.38 |        | -- -- |       | -- -- |       |       |       |      |
| CONT LOW-07/24                       |         | 218.15 |        | -- -- |       | -- -- |       |       |       |      |

Page 1

Flint Hills  
motiva

|                 |        |          |  |
|-----------------|--------|----------|--|
| CONT HIGH-07/24 | 224.31 | Untitled |  |
|-----------------|--------|----------|--|

## **Solicitation 1807-245**

### **Bulk Fuel for Williamson County**

### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1807-245 Bulk Fuel for Williamson County

Bid Number 1807-245  
Bid Title Bulk Fuel for Williamson County

Bid Start Date In Held  
Bid End Date Sep 21, 2018 3:00:00 PM CDT  
Question & Answer End Date Sep 14, 2018 5:00:00 PM CDT

Bid Contact Erica Smith  
Purchasing Specialist III  
512-943-1554  
erica.smith@wilco.org

Contract Duration **12 months**  
Contract Renewal 2 annual renewals  
Prices Good for **90 days**  
Pre-Bid Conference **Aug 14, 2018 10:00:00 AM CDT**  
**Attendance is optional**  
**Location: Williamson County Purchasing Office**  
**901 S. Austin Ave.**  
**Georgetown, TX 78626**

Bid Comments Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

### Item Response Form

Item **1807-245-01-01 - Please attach all documents to this line**  
Quantity **1 gallon**  
Prices are not requested for this item.  
Delivery Location **Williamson County, Texas**  
No Location Specified

Qty 1

#### Description

Please attach all documents to this line.



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 21, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 21, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

## Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

### Reference 1

Client Name:

City of San Antonio

Location:

329 S. Frio Street, San Antonio, TX 78207

Contact Name:

Purchasing Department

Title:

Phone:

201-207-8383

E-mail

Contract Date To:

March 2016

Contract Date From:

May 2010

Contract Value: \$

Scope of Work:

Sale and delivery of fuel.

### Reference 2

Client Name:

City of Waco

Location:

P.O. Box 2570, Waco, TX 76702

Contact Name:

Purchasing Department

Title:

Phone:

254-750-8059

E-mail

Contract Date To:

Present

Contract Date From:

January 2010

Contract Value: \$

Scope of Work:

Sale and delivery of fuel.

### **Reference 3**

**Client Name:**

Miami Dade Public Schools

**Location:**

1450 Northeast Second Ave, Miami, FL 33167

**Contact Name:**

Purchasing Department

**Title:**

**Phone:**

305-995-1619

**E-mail**

**Contract Date To:**

Current

**Contract Date From:**

2010

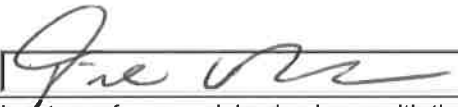
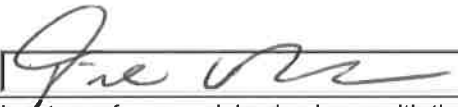
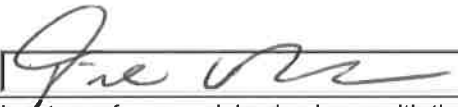
**Contract Value: \$**

**Scope of Work:**

Sale and delivery of on-site fueling.



| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |  | <b>Form<br/>CIQ</b>  |
|--|--|--|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |  | <b>OFFICE USE ONLY</b><br><br>Date Received<br><div></div> |
| 1  | <b>Name of person doing business with local governmental entity.</b><br><div>Not applicable</div>  |  |
| 2  | <div><input type="checkbox"/></div> <p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |  |
| 3  | <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b></p> <div>N/A</div>   |  |
| 4  | <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p> <div>N/A</div>   |  |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> |  | <b>Form</b><br><b>CIQ</b><br><b>Page 2</b> |   |   |   |      |
|--|--|--|---|---|---|------|
| 5  | <p><b>Name of local government officer with whom filer has affiliation or business relationship.</b><br/> <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 15px;">None</div> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 15px;">None</div> |  |   |   |   |      |
| 7  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; height: 40px; vertical-align: bottom; padding: 5px;">  </td> <td style="width: 30%; height: 40px; vertical-align: bottom; padding: 5px;"> <div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div> </td> </tr> <tr> <td style="text-align: center; padding: 5px;">Signature of person doing business with the governmental entity</td> <td style="text-align: center; padding: 5px;">Date</td> </tr> </table> <p style="text-align: center; margin-top: 10px;">Signature not required if completing in BIDSYNC electronically.</p>  |  |  | <div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div> | Signature of person doing business with the governmental entity | Date |
|   | <div style="border: 1px solid black; padding: 2px; text-align: center;">9/18/2018</div>  |  |   |   |   |      |
| Signature of person doing business with the governmental entity  | Date   |  |   |   |   |      |

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity****FORM CIQ****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Not applicable

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDS SYNC electronically;



Signature of vendor doing business with the governmental entity

9/18/2018

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or  
(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

|  
Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:


1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              | RKA Petroleum Companies, Inc.  |
| <b>Address of Bidder:</b>                           | 28340 Wick Road, Romulus, MI 48174   |
| <b>Email:</b>                                       | orders@rkapetroleum.com  |
| <b>Telephone:</b>                                   | 800-875-3835 x7  |
| <b>Printed Name of Person Submitting Affidavit:</b> | Daniel A. Ranks  |
| <b>Signature of Person Submitting Affidavit:</b>    |  |

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.


|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input checked="" type="checkbox"/> | I will not offer the quoted prices to all authorized entities.                                      |

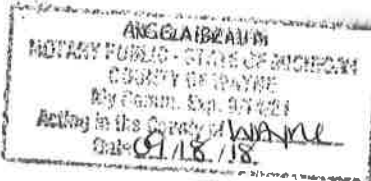
---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Daniel A. Ranks (Name of Signer), who after being by me duly sworn, did depose and say: "I, Daniel A. Ranks, (Name of Signer) am a duly authorized officer of/agent for RKA Petroleum Companies, Inc. (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said RKA Petroleum Companies, Inc. (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named Daniel A. Ranks on this the 18 day of Sept., 2018.

  
Notary Public in and for

The State of Michigan  
The County of Wayne

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.





## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

#### 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

#### 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

#### 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

#### 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

#### 4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### 4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### 4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.



D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)

Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.





## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

#### **1.2 Technical Contact**

Kevin Teller, (or successor), Director of Fleet Services, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

#### **1.3 Contract Term**

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning December 1, 2018 and ending November 30, 2019.

#### **1.4 Contract Extensions**

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved by the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

## Additional Stipulations - Bid

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

## 1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

## 1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision. Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the bid number and bid description:

Williamson County Purchasing Department  
901 S Austin Ave  
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

**Successful Bidder must comply with the following insurance requirements at all**

## Additional Stipulations - Bid

**times during this Contract:**

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
  2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
  3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
  4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible.** Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Bidder shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Bidder shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder hereunder.
- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage.** Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**

## Additional Stipulations - Bid

**hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

- G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Bidder, Successful Bidder shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Bidder shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Bidder must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

- I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:
1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:  
  
Williamson County  
901 S Austin Ave  
Georgetown, Texas 78626
  2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Bidder shall be borne solely by Successful Bidder, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

## BID SPECIFICATIONS

### Scope of Services

#### Purpose

Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

#### Fuel Quality and Acceptance

All Bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with the Bid. Any additional alcohol or Bio blending beyond the mandatory specification for the Greater Austin Area will not be acceptable. The Contract Administrator must be advised by written notification of any additional blending that may be required due to any future State or Federal mandates.

Upon bid award, Successful Bidder will be required to provide MSDS sheets on all products provided.

#### Delivery

All fuel will be ordered on an "as needed basis".

Prompt delivery is essential in the performance of this Contract. Points of delivery are Georgetown, Taylor, Granger, and Florence. Orders must be delivered within 24 hours.

Successful Bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful Bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

#### Fuel Spills

Extreme care must be taken by the Successful Bidder to avoid fuel spills. The tanker truck must be attended at all times during fuel offloading. Any cost incurred as a result of fuel spills due to negligence on the part of the Successful Bidder, its agents or employees, or due to equipment malfunction, will be borne by the Successful Bidder and may be grounds for termination of this Contract at the discretion of the Williamson County Commissioner's Court. Successful Bidder is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

#### Bid Pricing

Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the Successful Bidder differentials (the differential must be a firm dollar amount during the Contract, consist of four (4) decimal places and will be identified by the Bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas area

Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email as follows:

Email: [kevin.teller@wilco.org](mailto:kevin.teller@wilco.org)

The Oil Pricing Information Service (OPIS) report published on July 24<sup>th</sup>, 2018 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation. (Please Attach Report)

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statue, exempt from federal excise tax and will pay any appropriate taxes as required.

### **Natural Disaster or Emergency Situation**

In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower

## **Gasoline and Diesel Specifications**

### **Gasoline and Diesel to Be Bid:**

- |    |                                     |                             |
|----|-------------------------------------|-----------------------------|
| 1. | Conventional Gasoline w/10% Ethanol | 87 Conv w/10%Ethanol        |
| 2. | Diesel Fuel S15 No.2-D              | Cetane number of 40 minimum |

### **Specifications for Conventional/Unleaded Gasoline with 10% Ethanol:**

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

**See Attachment A in Separate PDF:** *Conventional Gasoline with 10% Ethanol Destination Specification*

|                            |                           |
|----------------------------|---------------------------|
| Existent Gum, mg/100 mL    | 5 maximum                 |
| D381                       |                           |
| Oxidation Stability, mins. | 240 minimum (see notes c) |
| D525                       |                           |

### **Specifications for No.2 Diesel Fuel containing No Higher than a 5% bio blend:**

**See Attachment A in Separate PDF:** *Diesel Fuel S15 No.2-D Destination*



**COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:**

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop  
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

191,000 gallons of diesel fuel

260,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971)  
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

TAYLOR BARN

900 S Main Street (Hwy 95)  
Taylor, Texas

Diesel Fuel: one (1) 3,000 gallon above ground

Gasoline: one (1) 3,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

3,000-7,000 gallons of diesel fuel

23,000-29,000 gallons of unleaded fuel

Variable depending on project locations within the county

FLORENCE BARN

100 FM 970  
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

As-needed, this site is not currently open

## Conventional Gasoline with 10% Ethanol Destination Specification

| By Octane Grade           |             |            |             |            |       |             |
|---------------------------|-------------|------------|-------------|------------|-------|-------------|
| <u>Anti-Knock Quality</u> | ASTM Method | Regular 87 | Mldgrade 89 | Premium 93 | Notes | Spec Source |
| Octane, (R+M)/2           | D 4814      | Min. 87.0  | Min 89.0    | Min. 93.0  |       | ASTM        |

| All Grades - Non-Seasonal Limits |                  |                  |         |       |             |
|----------------------------------|------------------|------------------|---------|-------|-------------|
| Product Property                 | ASTM Method      | Minimum          | Maximum | Notes | Spec Source |
| <u>Gravity</u>                   |                  |                  |         |       |             |
| API All Level                    | D 4052           | Report           |         |       | ASTM/EPA    |
| <u>Composition</u>               |                  |                  |         |       |             |
| Benzene, vol.%                   | D 3606           |                  | 2.3     |       | EPA         |
| Aromatics, vol.%                 | D 5769 or D 1319 | Report           |         |       | EPA         |
| Olefins, vol.%                   | D 1319           | Report           |         |       | EPA         |
| Oxygen Content, wt.%             | D 5599 or D4815  |                  | 4.0     |       | ASTM        |
| Total Sulfur, ppmw               | D 2622 or D5453  |                  | 95      |       | EPA         |
| Ethanol Content, vol.%           | D 4814           | 9                | 10      |       | ASTM        |
| <u>Corrosion &amp; Stability</u> |                  |                  |         |       |             |
| Copper Strip Corrosion           | D 130            |                  | 1       |       | ASTM        |
| Silver Strip Corrosion           | D 4814           |                  | 1       |       | ASTM        |
| Solvent Washed Gum, mg/100ml     | D381             |                  | 5       |       | ASTM        |
| Oxidation Stability              | D 525            | 240              |         |       | ASTM        |
| <u>Contaminants</u>              |                  |                  |         |       |             |
| Appearance                       | D 4814           | Clear and Bright |         |       | TX          |
| Color                            |                  | No Dye           |         |       | FHR         |
| Lead Compounds, g/Gal            | D 3237           |                  | 0.05    |       | ASTM        |
| Phosphorous, g/Gal               | D 3231           |                  | 0.004   |       | ASTM        |
| Mercaptan Sulfur, wt.%           | D 3227           |                  | 0.004   |       | ASTM        |

| All Grades - Seasonal Limits |                  |       |                                     |      |      |      |      |      |                        |
|------------------------------|------------------|-------|-------------------------------------|------|------|------|------|------|------------------------|
| Property                     | ASTM             | Limit | Vapor Pressure & Distillation Class |      |      |      |      | Note | Spec Source            |
|                              |                  |       | AA                                  | A    | B    | C    | D    |      |                        |
| <u>Vapor Pressure</u>        |                  |       |                                     |      |      |      |      |      |                        |
| RVP, psi                     | D5191            | max   | 7.8                                 | 9.0  | 11.0 | 12.5 | 14.5 |      | ASTM                   |
| <u>Distillation</u>          |                  |       |                                     |      |      |      |      |      |                        |
| 10% Evap., °F                | D86              | max   | 158                                 | 158  | 149  | 140  | 131  |      | ASTM                   |
| 50% Evap., °F                | D86              | min   | 150                                 | 150  | 150  | 150  | 150  |      | ASTM                   |
| 50% Evap., °F                | D86              | max   | 250                                 | 250  | 245  | 240  | 235  |      | ASTM                   |
| 90% Evap., °F                | D86              | max   | 374                                 | 374  | 374  | 365  | 365  |      | ASTM                   |
| End Point °F                 | D86              | max   | 437                                 | 437  | 437  | 437  | 437  |      | ASTM                   |
| Residue Volume %             | D86              | max   | 2                                   | 2    | 2    | 2    | 2    |      | ASTM                   |
| <u>Volatility</u>            |                  |       |                                     |      |      |      |      |      |                        |
| Driveability Index, °F       | D4814            | max   | 1250                                | 1250 | 1240 | 1230 | 1220 |      | ASTM                   |
| Property                     | ASTM             | Limit | Vapor Lock Protection Class         |      |      |      |      | Note | Spec Source            |
|                              |                  |       | 1                                   | 2    | 3    | 4    |      |      |                        |
| <u>Vapor Lock Class</u>      |                  |       |                                     |      |      |      |      |      |                        |
| Vapor/Liquid 20:1, °F        | D5188<br>(D4814) | min   | 129                                 | 120  | 113  | 105  |      | a, b | ASTM - FHR<br>Colonial |

## Conventional Gasoline with 10% Ethanol Destination Specification

| Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals | Vapor Pressure & Distillation Class | Vapor Lock Class |
|---|-------------------------------------|------------------|
| May, Jun., Jul., Aug., Sep., Oct 1  | AA                                  | 1                |
| Apr., Oct. 2 - 31   | C                                   | 3                |
| Oct. 2 - 31 for Corpus Christi only   | A                                   | 1                |
| Nov., Dec., Jan., Feb., Mar.  | D                                   | 4                |

Notes:

- a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.
- b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date: 3/02/10

Written by: Gery Valle

Nature of Change:

*Changed Existent Gum to Solvent Washed Gum with a maximum of 5.*

**Diesel Fuel S15 No.2-D Destination Specification**

| Product Property             | Units           | Limit      | Values                          | Method                         | Note | Spec <sup>(a)</sup><br>Source |
|------------------------------|-----------------|------------|---------------------------------|--------------------------------|------|-------------------------------|
| <b>Composition</b>           |                 |            |                                 |                                |      |                               |
| b.                           |                 |            |                                 |                                |      |                               |
| Cetane Index                 |                 | MIN        | 40                              | D-976                          |      | EPA/ASTM                      |
| Cetane Index (Four Variable) |                 | MIN        | 40                              | D-4737B                        |      | ASTM                          |
| Total Sulfur                 | ppmw            | MAX        | 15                              | D-7039                         |      | EPA/ASTM                      |
| <b>Volatility</b>            |                 |            |                                 |                                |      |                               |
| Distillation 90% Recovery    | °F              | MIN<br>MAX | 540<br>640                      | D-86                           |      | ASTM                          |
| Flash Point                  | °F              | MIN        | 126                             | D-93                           |      | ASTM                          |
| API Gravity                  | °API            |            | Report                          | D-4052                         |      | FHR                           |
| <b>Fluidity</b>              |                 |            |                                 |                                |      |                               |
| Viscosity                    | cSt@104 °F      | MIN<br>MAX | 1.9<br>4.1                      | D-445                          |      | FHR                           |
| Cloud Point                  | °F              | MAX        | Nov.-Mar. +20<br>April, Oct +30 | D-5771,<br>D-5773 or<br>D-2500 |      | ASTM                          |
| <b>Corrosion</b>             |                 |            |                                 |                                |      |                               |
| Copper Strip (3 hrs @122 °F) |                 | MAX        | 3                               | D-130                          |      | FHR                           |
| <b>Contaminants</b>          |                 |            |                                 |                                |      |                               |
| Appearance                   |                 |            |                                 |                                | c.   | ASTM                          |
| Haze                         | Haze@Ambient    | MAX        | <3                              | D-4176                         |      | FHR                           |
| Ash                          | wt. %           | MAX        | 0.01                            | D-482                          |      | ASTM                          |
| Carbon Residue               | wt. %           | MAX        | 0.35                            | D-4530                         |      | ASTM                          |
| Thermal Stability            | Pad @ 300°F     | MAX        | 7                               | DuPont                         |      | FHR                           |
| <b>Lubricity</b>             |                 |            |                                 |                                |      |                               |
| HFRR                         | microns @ 60 °C | MAX        | 520                             | D-6079                         | d.   | ASTM                          |

**Notes**

- ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
- Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
- Free of sediment and water as per ASTM D-975.
- No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011

Approved by: Rick Legvold (Lab/Quality Assurance Manager)

**Nature of Change:**

Specification revised to conform to the new format.  
Remove note "Testing performed on oversight basis only."  
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

| TANK WAGON SUPPLY: THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS |  | Brand Bid           | Opis Daily Average | Firm Discount | Markup   | Cost to County |  |
|---|--|---------------------|--------------------|---------------|----------|----------------|--|
| Conventional Gasoline with 10% Ethanol  |  | Flint Hills, Motiva | \$2.1501           |               | + 0.1463 | \$2.2964       |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                         |  | Flint Hills, Motiva | \$2.2138           |               | + 0.1883 | \$2.4021       |  |

*Delivery Location: Williamson County, No Location Specified*

| TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF SPLIT LOAD PRODUCT |  | Brand Bid           | Opis Daily Average | Firm Discount | Markup   | Cost to County |  |
|---|--|---------------------|--------------------|---------------|----------|----------------|--|
| Conventional Unleaded Gasoline with 10% Ethanol   |  | Flint Hills, Motiva | \$2.1501           |               | + 0.0044 | \$2.1545       |  |
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                               |  | Flint Hills, Motiva | \$2.2138           |               | + 0.0274 | \$2.2412       |  |

*Delivery Location: Williamson County, No Location Specified*

| STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT |  | Brand Bid | Cost Per Stop | Firm Discount | Markup   | Cost to County | Demurrage Hourly |
|---|--|-----------|---------------|---------------|----------|----------------|------------------|
| Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend                             |  |           | \$375.00      |               | \$375.00 |                | \$75.00          |

*Delivery Location: Williamson County, No Location Specified*

## Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

### Overall Bid Questions

There are no questions associated with this bid.

## Question and Answers for Bid #1807-245 - Bulk Fuel for Williamson County

### Overall Bid Questions

#### Question 1

What are the average delivery sizes at each location of EACH product? (Submitted: Jul 26, 2018 2:35:40 PM EDT)

#### Answer

- U = Unleaded D = Diesel

Central U: 4,000 to 6,000 gallons ; D: 2,000 to 4,000 gallons

[edit](#)



Taylor U: 1,000 to 2,000 gallons ; D: 500 to 1500 gallons

Granger - Filled during Hurricane Harvey, site is currently closed. This may change in the future, that is why "as-needed"

Florence - Filled during Hurricane Harvey, site is currently closed. This may change the future, that is why "as-needed" (Answered: Jul 30, 2018 3:31:15 PM EDT)

#### Question 2

What locations have stand by generator, can you please provide all address for the generators that will need filling? (Submitted: Jul 26, 2018 2:36:03 PM EDT)

#### Answer

- County has approximately 19 stand by generators. To the best of my knowledge, we haven't had a vendor fill these, Fleet fills as needed.

[edit](#)



This clause is a contingency in case for some reason Fleet is unable to fill them.

Please see Stationary Generators Attachment for locations. (Answered: Jul 30, 2018 3:42:05 PM EDT)

#### Question 3

Can you provide an estimated annual usage for the locations of generators you need filled and the type of fuel they will be using? (Submitted: Jul 26, 2018 2:36:21 PM EDT)

#### Answer

- Please see Stationary Generators Attachment. (Answered: Jul 30, 2018 3:42:05 PM EDT)

[edit](#)



#### Question 4

Do you order split loads? (Submitted: Jul 26, 2018 2:36:36 PM EDT)

#### Answer

- Yes, we normally order 8,000 gallons at a time at Central. This could be 4,000 unleaded and 4,000 diesel or 5,000 unleaded and 3,000 diesel on a transport load.

[edit](#)



At the Taylor yard orders vary from 2,000 to 2,500 gallons split. This could be 1,500 unleaded and 500 diesel or 2,000 unleaded and 500 diesel on a bobtail load. (Answered: Jul 30, 2018 3:31:15 PM EDT)

#### Question 5

When is the award date? (Submitted: Jul 30, 2018 1:33:50 PM EDT)

#### Answer

[edit](#)



- This bid will be awarded after the bid has ended and been evaluated. There is no exact date. (Answered: Jul 30, 2018 1:55:50 PM EDT)

#### Question 6

Who is your most recent fuel supplier? (Submitted: Jul 30, 2018 1:34:06 PM EDT)

#### Answer

[edit](#)



- An open records request must be made for this information. (Answered: Jul 30, 2018 1:55:50 PM EDT)

#### Question 7

What is the estimated yearly gallons per product type? (Submitted: Jul 30, 2018 1:34:53 PM EDT)

#### Answer

[edit](#)



- Unleaded: 282,325  
Diesel: 194,440

Estimated quantities are not guaranteed. (Answered: Aug 1, 2018 10:39:16 AM EDT)

#### Question 8

Are there any diversity goals for WBE/SBE vendors? (Submitted: Jul 31, 2018 6:06:06 PM EDT)

#### Answer

[edit](#)



- No. (Answered: Aug 1, 2018 10:39:17 AM EDT)

#### Question 9

For the pre-bid conference, will there be a phone call set up? (Submitted: Jul 31, 2018 6:10:17 PM EDT)

#### Answer

[edit](#)



- No. (Answered: Aug 1, 2018 10:39:17 AM EDT)

#### Question 10

Do you own the current tanks? Are they above or below ground. (Submitted: Aug 2, 2018 2:14:05 PM EDT)

#### Answer

[edit](#)



- Williamson County does own the tanks. Please see the specifications portion of the bid packet for tank type. (Answered: Aug 3, 2018 2:00:40 PM EDT)

#### Question 11

Is this awarded all to one vendor? or can we bid just the Transport Truck section? (Submitted: Aug 10, 2018 7:11:54 PM EDT)

[edit](#)





**Answer**

- Please see section 3.7 of the bid documents. (Answered: Aug 13, 2018 3:03:46 PM EDT)

**Question 12**

Is the pre-bid conference mandatory? (Submitted: Aug 20, 2018 12:00:22 PM EDT)

**Answer**

[edit](#)



- No. (Answered: Aug 20, 2018 12:39:49 PM EDT)

**Question 13**

What are your payment terms? Net 30? (Submitted: Aug 27, 2018 4:44:22 PM EDT)

**Answer**

[edit](#)



- Please see section 4.38 entitled PAYMENT. (Answered: Aug 28, 2018 9:05:51 AM EDT)

**Question 14**

1. Can Vendor bid only on the 2 main locations (Georgetown and Taylor) unleaded and diesel and not bid on fueling of 19 standby generators?  
 2. We invoice weekly. Our payment terms are Net 10. Will Williamson County consider those terms?  
 3. We do not have Professional E&O Insurance. None of our clients have ever required it. We do have all other required coverages. Will Williamson County waive the requirement for E&O?  
 4. Will Williamson County waive their requirement for each invoice to reference the date of each applicable OPIS and published index average, or will Williamson County pay for its own subscription to OPIS? We are bound by copyright law not to share this information. (Submitted: Aug 28, 2018 9:52:09 AM EDT)

[edit](#)



**Answer**

- 1. Please see question 11.  
 2. No.  
 3. No.  
 4. No. (Answered: Aug 28, 2018 10:16:28 AM EDT)

**Question 15**

Regarding the Professional Error and Omissions insurance coverage, can you clarify what you believe our exposure would be so that we can obtain the correct policy? (Submitted: Sep 12, 2018 2:05:15 PM EDT)

**Answer**

[edit](#)



- The errors and omissions insurance is not applicable for this bid. All other insurance requirements listed are applicable. (Answered: Sep 12, 2018 3:34:40 PM EDT)

**Question 16**

When is the first board meeting after the opening? (Submitted: Sep 12, 2018 2:05:28 PM EDT)

**Answer**

[edit](#)



- TBD. (Answered: Sep 12, 2018 3:25:54 PM EDT)

**Question 17**

Have you ever had cause to cancel a fuel contract for convenience? (Submitted: Sep 12, 2018 2:05:35 PM)

[edit](#)



EDT)

**Answer**

- No. (Answered: Sep 12, 2018 3:25:54 PM EDT)

**Question 18**

Our records indicate the Central site accepts deliveries 24/7. Is this accurate? What are the delivery hours for all sites? (Submitted: Sep 12, 2018 2:05:48 PM EDT)

**Answer**

[edit](#) 

- Yes, Central accepts deliveries 24/7. Other sites can be accessed 24/7 with key access. Without key access deliveries would be between 8am-4pm. (Answered: Sep 12, 2018 4:30:15 PM EDT)

**Question 19**

Will a metered bill of lading from the terminal be acceptable for the metered product requirement? (Submitted: Sep 12, 2018 2:06:00 PM EDT)

**Answer**

[edit](#) 

- Can you please elaborate on what a metered bill of lading from the terminal is, what information it would include? (Answered: Sep 12, 2018 3:49:06 PM EDT)

**Question 20**

With the generator fueling not being likely, how will that be factored into the award? How will you determine the overall low bidder? (Submitted: Sep 12, 2018 2:06:11 PM EDT)

**Answer**

[edit](#) 

- Please see section 3.7 and 3.9 of the bid documents. (Answered: Sep 12, 2018 3:25:54 PM EDT)

**Question 21**

Regarding the daily OPIS reports, are you seeking the reports just for the day of deliveries, or every day even if no deliveries are made? (Submitted: Sep 12, 2018 2:06:32 PM EDT)

**Answer**

[edit](#) 

- Everyday even if no deliveries are made. (Answered: Sep 12, 2018 4:30:15 PM EDT)

**Question 22**

Who is your current vendor? (Submitted: Sep 14, 2018 1:30:53 PM EDT)

**Answer**

[edit](#) 

- Please see question 6. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 23**

Please provide bid tabulations from your most current fuel bid. (Submitted: Sep 14, 2018 1:31:08 PM EDT)

[edit](#) 

**Answer**

- An open records request must be made for this information. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 24**

Do you plan to award to one vendor? (Submitted: Sep 14, 2018 1:31:18 PM EDT)

**Answer**

[edit](#)



- Please see section 3.7 and 3.9 of the bid documents. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 25**

Will you accept up to 5% biodiesel in your diesel fuel? (Submitted: Sep 14, 2018 1:31:31 PM EDT)

**Answer**

[edit](#)



- See spec sheet pages 38 & 42 of Packet for Bid 1807-245. (Answered: Sep 14, 2018 4:13:57 PM EDT)

**Question 26**

Do you plan to split the award between multiple vendors? (Submitted: Sep 14, 2018 1:31:43 PM EDT)

**Answer**

[edit](#)



- Please see section 3.7 and 3.9 of the bid documents. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 27**

How often do you split loads between locations? (Submitted: Sep 14, 2018 1:31:58 PM EDT)

**Answer**

[edit](#)



- We have yet to order split loads between locations. We do place separate orders for different locations. Example we may order a transport load for Central. Then place another order for bobtail at another site. (Answered: Sep 14, 2018 4:13:57 PM EDT)

**Question 28**

If a split occurs, can the fee be passed to the entity? (Submitted: Sep 14, 2018 1:32:14 PM EDT)

**Answer**

[edit](#)



- N/A (Answered: Sep 14, 2018 4:52:42 PM EDT)

**Question 29**

If a split occurs, how many sites are allowed to be split per delivery? (Submitted: Sep 14, 2018 1:32:33 PM EDT)

**Answer**

[edit](#)



- N/A (Answered: Sep 14, 2018 4:13:57 PM EDT)

**Question 30**

If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice? (Submitted: Sep 14, 2018 1:32:56 PM EDT)

**Answer**

[edit](#)



- N/A (Answered: Sep 14, 2018 4:52:42 PM EDT)

[edit](#)



**Question 31**

Are contract renewals based upon mutual agreement? (Submitted: Sep 14, 2018 1:33:09 PM EDT)

**Answer**

- Please see section 1.4 of the bid documents. (Answered: Sep 14, 2018 3:20:53 PM EDT)

**Question 32**

Please provide a current gas invoice. (Submitted: Sep 14, 2018 1:33:22 PM EDT)

**Answer**

[edit](#)



- An open records request must be made for this information. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 33**

Please provide a current diesel invoice. (Submitted: Sep 14, 2018 1:33:33 PM EDT)

**Answer**

[edit](#)



- An open records request must be made for this information. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 34**

Please provide a current gas Bill of Lading. (Submitted: Sep 14, 2018 1:33:47 PM EDT)

**Answer**

[edit](#)



- An open records request must be made for this information. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 35**

Please provide a current diesel Bill of Lading. (Submitted: Sep 14, 2018 1:33:59 PM EDT)

**Answer**

[edit](#)



- An open records request must be made for this information. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 36**

Are bidders required to bid on all products and locations? (Submitted: Sep 14, 2018 1:34:13 PM EDT)

**Answer**

[edit](#)



- Please see section 3.7 and 3.9 of the bid documents. (Answered: Sep 14, 2018 2:34:21 PM EDT)

**Question 37**

Do you have a minimum gallon order quantity? (Submitted: Sep 14, 2018 1:34:24 PM EDT)

[edit](#)



**Answer**

- No.  
On a transport load we normally order a total of 8,000 gallons, this could be partial unleaded and partial diesel.

On a bobtail order we normally order a total of 1,000 â 2,500 gallons (Answered: Sep 14, 2018 4:13:57 PM EDT)

#### Question 38

Are taxes to be included in the differential pricing? (Submitted: Sep 14, 2018 1:34:34 PM EDT)

#### Answer

[edit](#)



- Please see Bid Specifications, Bid Pricing. (Answered: Sep 14, 2018 3:20:53 PM EDT)

#### Question 39

Does the IFB Affidavit need to be printed out, notarized, and attached to the bid? (Submitted: Sep 14, 2018 2:27:29 PM EDT)

#### Answer

[edit](#)



- Please see Bid Affidavit section of the bid documents. (Answered: Sep 14, 2018 3:20:53 PM EDT)

#### Question 40

Would you like the additional information required to be emailed to the purchasing agent or uploaded as an attachment? (Submitted: Sep 14, 2018 2:28:00 PM EDT)

#### Answer

[edit](#)



- Please see Public Announcement and General Information section of the bid documents. This details bid submission requirements. (Answered: Sep 14, 2018 3:20:53 PM EDT)

#### Question 41

Section 3.7 is not clear. Does this mean that we have to bid on everything? (Submitted: Sep 14, 2018 3:44:35 PM EDT)

#### Answer

[edit](#)



- Please see section 3.7. If there are items your company does not wish to bid on submit a "no bid". (Answered: Sep 14, 2018 3:58:34 PM EDT)

**Question Deadline: Sep 14, 2018 6:00:00 PM EDT**

Print

Close

| <u>UNIT #</u> | <u>LOCATION</u>                   | <u>FUEL TYPE</u> | <u>CAPACITY</u><br>gal | 10/1/16-<br>7/30/18 |
|---------------|-----------------------------------|------------------|------------------------|---------------------|
| HR0485        | 102 W 3rd Street Georgetown       | Diesel           | 150                    |                     |
| HR0486        | 312 N Main Georgetown Admin       | Diesel           | 100                    |                     |
| HR0587        | 211 Commerce Cove Round Rock      | Diesel           | 410                    |                     |
| HR0710        | 350 Discovery Blvd Cedar Park     | Diesel           | 32                     | 17.6                |
| HR0889        | 115 W 6th Street Taylor           | Diesel           | 290                    | 80                  |
| JR0388        | 1821 SE Inner Loop Georgetown     | Diesel           | 468                    |                     |
| RR0180        | 1038 CR 116 Georgetown            | Diesel           | 150                    | 64.4                |
| RR0181        | 1900 Cougar Country Cedar Park    | Diesel           | 150                    | 50.4                |
| RR0182        | 5251 CR 200 Liberty hill          | Diesel           | 150                    | 36.3                |
| RR0183        | CR 424 Thrall                     | Diesel           | 150                    | 57.2                |
| RR0984        | FM 2843 Florence                  | Diesel           | 150                    | 84.9                |
| RR12100       | 2801 Hogh Country Blvd Round Rock | Diesel           | 305                    | 99.2                |
| RR13100       | 108 Old Coupland Rd Taylor        | Diesel           | 305                    | 84.6                |
| RR14100       | 2141 Tower Rd Georgetown          | Diesel           |                        | 100.1               |
| RR14101       | 1302 Fire Lane Cedar Park         | Diesel           | 305                    | 75.2                |
| RR1488        | 5690 CR 327 Granger               | Diesel           |                        |                     |
| SR0276        | 508 Rock St Georgetown            | Diesel           | 2400                   | 71.1                |
| SR1401        | 508 Rock St Georgetown            | Diesel           | 450                    | 125                 |
| YR1201        | 911 Tracy Chamber Lane Georgetown | Diesel           | 5200                   |                     |

1585.9

**MATERIAL SAFETY DATA SHEET****1. Identification**

|   |   |
|---|---|
| <b>Material name</b>                                    | <b>GASOLINE</b>   |
| <b>Version #</b>  | 04  |
| <b>Revision date</b>                                    | 06-20-2013  |
| <b>Synonym(s)</b>                                       | APPLICABLE TO ALL OCTANE GRADES * BLUE PLANET® * CONVENTIONAL BLENDSTOCK * CONVENTIONAL BLENDSTOCK FOR OXYGENATE BLENDING (CBOB) * CONVENTIONAL GASOLINE * ETHANOL FLEX FUEL (EFF) * FINISHED GASOLINE * GASOHOL * MOTOR FUEL * NO LEAD GASOLINE * REFORMULATED GASOLINE (RFG) * REFORMULATED GASOLINE BLENDSTOCK * REFORMULATED BLENDSTOCK FOR OXYGENATE BLENDING (RBOB) * UNLEADED GASOLINE |
| <b>Manufacturer</b>                                     | Flint Hills Resources Corpus Christi, LLC<br>P.O. Box 2608<br>Corpus Christi, TX<br>78403<br>United States  |
| <b>Telephone numbers – 24 hour emergency assistance</b> |   |
| Chemtrec  | 800-424-9300  |
| Flint Hills Resources<br>Corpus Christi, LLC            | 361-241-4811  |
| <b>Telephone numbers – general assistance</b>           |   |
| 8-5 (M-F, CST)<br>Customer Service                      | 361-241-4811  |
| 8-5 (M-F, CST) MSDS<br>Assistance                       | 316-828-7988  |
| Email:  | msdsrequest@fhr.com   |

**2. Hazards identification**

|                                 |   |
|---------------------------------|---|
| <b>Emergency overview</b>       | <p><b>DANGER!</b></p> <p>CLEAR, COLORLESS TO LIGHT COLORED LIQUID WITH AROMATIC ODOR</p> <p><b>HEALTH HAZARDS</b><br/>         VAPORS MAY CAUSE EYE AND RESPIRATORY TRACT IRRITATION<br/>         BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL<br/>         MAY BE HARMFUL OR FATAL IF SWALLOWED<br/>         MAY CAUSE LUNG DAMAGE<br/>         OVEREXPOSURE MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION<br/>         DANGER-CONTAINS BENZENE-CANCER HAZARD<br/>         CAN CAUSE LEUKEMIA AND OTHER BLOOD DISORDERS<br/>         SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION</p> <p><b>FLAMMABILITY HAZARDS</b><br/>         EXTREMELY FLAMMABLE LIQUID AND VAPOR<br/>         VAPOR MAY CAUSE FLASH FIRE OR EXPLOSION</p> <p><b>REACTIVITY HAZARDS</b><br/>         STABLE</p> |
| <b>Potential health effects</b> |   |
| <b>Routes of exposure</b>       | Inhalation, ingestion, skin and eye contact.  |
| <b>Eyes</b>                     | Contact may cause pain and severe reddening and inflammation of the conjunctiva. Effects may become more serious with repeated or prolonged contact.  |
| <b>Skin</b>                     | Contact may cause reddening, itching and inflammation. Skin contact may cause harmful effects in other parts of the body.   |

**Inhalation**

Breathing this material is harmful and can cause death depending on level and duration of exposure. May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.

Breathing high concentrations of this material, for example, in a confined space or by intentional abuse, can cause irregular heartbeats which can cause death.

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11).

**Ingestion**

Swallowing this material may be harmful. May cause irritation of the mouth, throat and gastrointestinal tract. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

**3. Composition/information on ingredients**

| Components             | CAS #     | Percent    |
|------------------------|-----------|------------|
| GASOLINE               | Mixture   | 17 - 100 % |
| ETHYL ALCOHOL          | 64-17-5   | 0 - 83 %   |
| XYLENE                 | 1330-20-7 | 0 - 15 %   |
| TOLUENE                | 108-88-3  | 0 - 15 %   |
| CUMENE                 | 98-82-8   | 0 - 10 %   |
| N-HEXANE               | 110-54-3  | 0 - 7 %    |
| 1,2,4-TRIMETHYLBENZENE | 95-63-6   | 0 - 3 %    |
| BENZENE                | 71-43-2   | 0 - 2.3 %  |
| ETHYLBENZENE           | 100-41-4  | 0 - 2 %    |
| CYCLOHEXANE            | 110-82-7  | 0 - 1 %    |
| NAPHTHALENE            | 91-20-3   | 0 - 1 %    |

**Composition comments**

Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

This Material Safety Data Sheet is intended to communicate potential health hazards and potential physical hazards associated with the product(s) covered by this sheet, and is not intended to communicate product specification information. For product specification information, contact your Flint Hills Resources, LP representative.

**4. First aid measures****First aid procedures****Eye contact**

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. GET IMMEDIATE MEDICAL ATTENTION.

**Skin contact**

Immediately wash skin with plenty of soap and water after removing contaminated clothing and shoes. Get medical attention if irritation develops or persists.

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

**Inhalation**

Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR).

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.



|                           |   |
|---------------------------|---|
| <b>Ingestion</b>          | Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips to prevent aspiration and monitor for breathing difficulty.   |
|                           | Never give anything by mouth to an unconscious person.  |
|                           | Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.   |
| <b>Notes to physician</b> | <p><b>INHALATION:</b> This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.</p> <p><b>INGESTION:</b> If ingested this material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.</p> |

## 5. Fire-fighting measures

|   |  |
|---|--|
| <b>Flammable properties</b>                       | <p>Material will burn in a fire.</p> <p>Extremely flammable. Vapors form flammable or explosive mixtures with air at room temperature. Vapor or gas may spread to distant ignition sources and flash back.</p> <p>Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bonding and grounding may be insufficient to eliminate the hazard from static accumulation.</p> <p>Explosion hazard if exposed to extreme heat.</p>   |
| <b>Extinguishing media</b>                        |  |
| <b>Suitable extinguishing media</b>               | Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.  |
| <b>Protection of firefighters</b>                 |  |
| <b>Specific hazards arising from the chemical</b> | Combustion may produce COx, NOx, SOx, reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.   |
| <b>Fire fighting equipment/instructions</b>       | <p>Shut off source of flow, if possible.</p> <p>Evacuate area and fight fire from a safe distance.</p> <p>If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor, cool adjacent structures, and to protect personnel attempting to stop a leak.</p> <p>Containers can build up pressure if exposed to heat (fire). Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.</p> <p>Be aware that a BLEVE (Boiling Liquid Expanding Vapor Explosion) may occur unless surfaces are kept cool with water.</p> <p>Firefighters must wear NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.</p> |

## 6. Accidental release measures

|                                  |   |
|----------------------------------|---|
| <b>Environmental precautions</b> | <p>Eliminate all sources of ignition. Isolate hazard area and deny entry.</p> <p>If material is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released material. Notify local authorities and the National Response Center, if required.</p> <p>If the material is spilled or allowed to leak from storage or containment it can contaminate soil and ground water. Ensure the storage or containment equipment is suitable for safely holding this material.</p> |
|----------------------------------|---|

**Other information**

Keep unnecessary people away. Isolate area for at least 50 meters (164 feet) in all directions to preserve public safety. For large spills, if downwind consider initial evacuation for at least 300 meters (1000 feet).

Keep ignition sources out of area and shut off all ignition sources. Absorb spill with inert material (e. g. dry sand or earth) then place in a chemical waste container. Large Spills: Dike far ahead of liquid spill for later disposal.

Use a vapor suppressing foam to reduce vapors. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

**Emergency action**

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. IF TANK, RAILCAR OR TANK TRUCK IS INVOLVED IN A FIRE, isolate for 800 meters (1/2 mile) in all directions. Evacuate area endangered by release as required. (See Exposure Controls/Personal Protection, Section 8.)

**7. Handling and storage****Handling**

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bond and ground lines and equipment (tank, transfer lines, pump, floats, etc.) used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (such as tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate procedures to mitigate the hazard.

Bonding and grounding may be insufficient to eliminate the hazard from static accumulation. Additional precautions should be considered consistent with the current NFPA 77, Recommended Practice on Static Electricity, the current API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents and OSHA Standard 29 CFR 1910.106, Flammable and Combustible Liquids.

Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not eat, drink or smoke in areas of use or storage. Do not breathe fumes or vapor. Avoid contact with skin or eyes. Wash thoroughly after handling.

**Storage**

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers.

Empty containers may contain material residue. Do not reuse without adequate precautions.

Do not eat, drink or smoke in areas of use or storage.

**8. Exposure controls / personal protection****Occupational exposure limits****ACGIH****Components****Type****Value**

GASOLINE (Mixture)

STEL

500 ppm

TWA

300 ppm

**US. ACGIH Threshold Limit Values****Components****Type****Value****Form**

1,2,4-TRIMETHYLBENZENE (95-63-6)

TWA

25 ppm

BENZENE (71-43-2)

STEL

2.5 ppm

Skin

TWA

0.5 ppm

Skin

CYCLOHEXANE (110-82-7)

TWA

100 ppm

ETHYLBENZENE (100-41-4)

STEL

125 ppm

TWA

20 ppm

NAPHTHALENE (91-20-3)

STEL

15 ppm

Skin

TWA

10 ppm

Skin

N-HEXANE (110-54-3)

TWA

50 ppm

Skin

TOLUENE (108-88-3)

TWA

20 ppm

XYLENE (1330-20-7)

STEL

150 ppm

TWA

100 ppm

**US. ACGIH. BEIs. Biological Exposure Indices**

| Components              | Type | Value     | Form              |
|-------------------------|------|-----------|-------------------|
| BENZENE (71-43-2)       | BEI  | 25 µg/g   |                   |
| ETHYLBENZENE (100-41-4) | BEI  | 0.7 g/g   |                   |
| N-HEXANE (110-54-3)     | BEI  | 0.4 mg/l  |                   |
| TOLUENE (108-88-3)      | BEI  | 0.3 mg/g  | o-Cresol in urine |
|                         |      | 0.03 mg/l | Toluene in urine  |
|                         |      | 0.02 mg/l | Toluene in blood  |
| XYLENE (1330-20-7)      | BEI  | 1.5 g/g   |                   |

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

| Components        | Type | Value |
|-------------------|------|-------|
| BENZENE (71-43-2) | STEL | 5 ppm |

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

| Components              | Type | Value   |
|-------------------------|------|---------|
| CYCLOHEXANE (110-82-7)  | TWA  | 300 ppm |
| ETHYLBENZENE (100-41-4) | TWA  | 100 ppm |
| NAPHTHALENE (91-20-3)   | TWA  | 10 ppm  |
| N-HEXANE (110-54-3)     | TWA  | 500 ppm |
| XYLENE (1330-20-7)      | TWA  | 100 ppm |

**US. OSHA Table Z-1-A (29 CFR 1910.1000)**

| Components         | Type | Value   |
|--------------------|------|---------|
| TOLUENE (108-88-3) | TWA  | 200 ppm |

**US. OSHA Table Z-2 (29 CFR 1910.1000)**

| Components         | Type    | Value   |
|--------------------|---------|---------|
| BENZENE (71-43-2)  | TWA     | 1 ppm   |
| TOLUENE (108-88-3) | Ceiling | 300 ppm |

**U.S. - Alaska (AKOSH)**

| Components                       | Type | Value   |
|----------------------------------|------|---------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6) | TWA  | 25 ppm  |
| BENZENE (71-43-2)                | STEL | 5 ppm   |
|                                  | TWA  | 1 ppm   |
| CYCLOHEXANE (110-82-7)           | TWA  | 300 ppm |
| ETHYLBENZENE (100-41-4)          | STEL | 125 ppm |
|                                  | TWA  | 100 ppm |
| GASOLINE (Mixture)               | STEL | 500 ppm |
|                                  | TWA  | 300 ppm |
| NAPHTHALENE (91-20-3)            | STEL | 15 ppm  |
|                                  | TWA  | 10 ppm  |
| N-HEXANE (110-54-3)              | TWA  | 50 ppm  |
| TOLUENE (108-88-3)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |
| XYLENE (1330-20-7)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |

**U.S. - Minnesota (MNOSHA)**

| Components                       | Type | Value   |
|----------------------------------|------|---------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6) | TWA  | 25 ppm  |
| BENZENE (71-43-2)                | STEL | 5 ppm   |
|                                  | TWA  | 1 ppm   |
| CYCLOHEXANE (110-82-7)           | TWA  | 300 ppm |
| ETHYLBENZENE (100-41-4)          | STEL | 125 ppm |
|                                  | TWA  | 100 ppm |
| GASOLINE (Mixture)               | STEL | 500 ppm |
|                                  | TWA  | 300 ppm |
| NAPHTHALENE (91-20-3)            | STEL | 15 ppm  |
|                                  | TWA  | 10 ppm  |
| N-HEXANE (110-54-3)              | TWA  | 50 ppm  |
| TOLUENE (108-88-3)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |
| XYLENE (1330-20-7)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |

**US. NIOSH: Pocket Guide to Chemical Hazards**

| Components                       | Type | Value   |
|----------------------------------|------|---------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6) | TWA  | 25 ppm  |
| BENZENE (71-43-2)                | STEL | 1 ppm   |
|                                  | TWA  | 0.1 ppm |
| CYCLOHEXANE (110-82-7)           | TWA  | 300 ppm |
| ETHYLBENZENE (100-41-4)          | STEL | 125 ppm |
|                                  | TWA  | 100 ppm |
| NAPHTHALENE (91-20-3)            | STEL | 15 ppm  |
|                                  | TWA  | 10 ppm  |
| N-HEXANE (110-54-3)              | TWA  | 50 ppm  |
| TOLUENE (108-88-3)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |
| XYLENE (1330-20-7)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |

**Exposure guidelines** NOTE: Only Ingredients with validated exposure limits are shown in section 8.

**US ACGIH Threshold Limit Values: Skin designation**

|                           |                                   |
|---------------------------|-----------------------------------|
| BENZENE (CAS 71-43-2)     | Can be absorbed through the skin. |
| NAPHTHALENE (CAS 91-20-3) | Can be absorbed through the skin. |
| N-HEXANE (CAS 110-54-3)   | Can be absorbed through the skin. |

**US OSHA Specifically Regulated Substances: Action level and Reference**

|                       |         |
|-----------------------|---------|
| BENZENE (CAS 71-43-2) | 0.5 ppm |
|-----------------------|---------|

**US OSHA Table Z-1: Skin designation**

|                      |                                   |
|----------------------|-----------------------------------|
| CUMENE (CAS 98-82-8) | Can be absorbed through the skin. |
|----------------------|-----------------------------------|

**Engineering controls** Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

**Personal protective equipment**

**Eye / face protection** Keep away from eyes. Eye contact can be avoided by using chemical safety glasses, goggles and/or face shield. Have eye washing facilities readily available where eye contact can occur.

**Skin protection** Dermal exposure to this chemical may add to the overall exposure.

Avoid skin contact with this material. Use appropriate chemical protective gloves when handling. Additional protective clothing may be necessary.

Good personal hygiene practices such as properly handling contaminated clothing, using wash facilities before entering public areas and restricting eating, drinking and smoking to designated areas are essential for preventing personal chemical contamination.

**Respiratory protection** A NIOSH approved air purifying respirator with an appropriate cartridge or canister, such as an organic vapor cartridge, may be used in circumstances where airborne organic vapor concentrations may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection. See OSHA 29 CFR 1910.134 for more information regarding respiratory protection and Assigned Protection Factors (APFs).

**9. Physical and chemical properties**

|                                     |   |
|-------------------------------------|---|
| <b>Physical state</b>               | Liquid.   |
| <b>Form</b>                         | Not available.  |
| <b>Color</b>                        | Clear, colorless to light colored   |
| <b>Odor</b>                         | Aromatic  |
| <b>Odor threshold</b>               | Not available   |
| <b>pH</b>                           | Essentially Neutral   |
| <b>Vapor pressure</b>               | 5.2 - 15 psi at 100 °F (38 °C)  |
| <b>Vapor density</b>                | 3 - 4 (Air=1)   |
| <b>Boiling point</b>                | > 100 °F (> 37.8 °C) @ 10% Evap. (D86) - Summer; >90 °F (32.22 °C) @ 10% Evap. (D86) - Winter |
| <b>Melting point/Freezing point</b> | -130 °F (-90 °C) / Not available  |
| <b>Solubility (water)</b>           | Negligible  |
| <b>Specific gravity</b>             | 0.69 - 0.77 at 60/60 °F (15.6/15.6 °C)  |
| <b>Relative density</b>             | Not available   |

Material name: GASOLINE

10103 Version #: 04 Revision date: 06-20-2013 Issue date: 11-12-2010

MSDS US

6 / 16

|  |   |
|--|---|
| Flash point                                    | < 73 °F (< 22.8 °C)   |
| Flammability limits in air, upper, % by volume | 7.6 % (as gasoline), 19 % (as ethanol)  |
| Flammability limits in air, lower, % by volume | 1.2 % (as gasoline), 1.4 % (as ethanol)   |
| Auto-ignition temperature                      | 536 - 853 °F (280 - 456.11 °C)  |
| VOC  | Not available   |
| Evaporation rate                               | Moderately fast   |
| Viscosity                                      | Not available   |
| Percent volatile                               | 100 %   |
| Partition coefficient (n-octanol/water)        | Not available   |
| Pour point                                     | Not available   |
| Bulk density                                   | Not available   |
| Molecular weight                               | Not available   |
| Molecular formula                              | Mixture   |
| Other data                                     |   |
| Chemical family                                | Hydrocarbon and Hydrocarbon/Alcohol Mixtures                                      |
| Density  | Not available   |
| Electrostatic properties                       |   |
| Conductivity                                   | < 50 pS/m (Gasoline without Ethanol)<br>> 2000 pS/m (Gasoline with >=10% Ethanol) |

## 10. Stability and reactivity

|                                    |   |
|------------------------------------|---|
| Chemical stability                 | Material is stable under normal conditions.   |
| Conditions to avoid                | Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.  |
| Incompatible materials             | Incompatible with oxidizing agents. See precautions under Handling & Storage (Section 7). |
| Hazardous decomposition products   | Not anticipated under normal conditions.  |
| Possibility of hazardous reactions | Not anticipated under normal conditions.  |

## 11. Toxicological information

### Carcinogenicity

#### ACGIH Carcinogens

BENZENE (CAS 71-43-2)  
ETHANOL (CAS 64-17-5)

A1 Confirmed human carcinogen.  
A3 Confirmed animal carcinogen with unknown relevance to humans.

ETHYL BENZENE (CAS 100-41-4)

A3 Confirmed animal carcinogen with unknown relevance to humans.

NAPHTHALENE (CAS 91-20-3)

A4 Not classifiable as a human carcinogen.

TOLUENE (CAS 108-88-3)

A4 Not classifiable as a human carcinogen.

XYLENE (O, M AND P ISOMERS) (CAS 1330-20-7)

A4 Not classifiable as a human carcinogen.

#### IARC Monographs. Overall Evaluation of Carcinogenicity

BENZENE (CAS 71-43-2)

1 Carcinogenic to humans.

CUMENE (CAS 98-82-8)

2B Possibly carcinogenic to humans.

ETHANOL IN ALCOHOLIC BEVERAGES (CAS 64-17-5)

1 Carcinogenic to humans.

ETHYLBENZENE (CAS 100-41-4)

2B Possibly carcinogenic to humans.

NAPHTHALENE (CAS 91-20-3)

2B Possibly carcinogenic to humans.

TOLUENE (CAS 108-88-3)

3 Not classifiable as to carcinogenicity to humans.

XYLENES (CAS 1330-20-7)

3 Not classifiable as to carcinogenicity to humans.

#### US NTP Report on Carcinogens: Anticipated carcinogen

CUMENE (CAS 98-82-8)

Reasonably Anticipated to be a Human Carcinogen.

NAPHTHALENE (CAS 91-20-3)

Reasonably Anticipated to be a Human Carcinogen.

#### US NTP Report on Carcinogens: Known carcinogen

BENZENE (CAS 71-43-2)

Known To Be Human Carcinogen.

ETHYL ALCOHOL (CAS 64-17-5)

Known To Be Human Carcinogen.

**MATERIAL SAFETY DATA SHEET****1. Identification**

**Material name** DIESEL NO. 2 PRODUCTS (UNBRANDED)  
**Version #** 04  
**Revision date** 09-04-2012  
**CAS #** Mixture  
**Synonym(s)** APPLICABLE TO ALL GRADES OF DIESEL OIL NO. 2 WITH SULFUR LEVEL 500 PPM OR LESS; INCLUDES BIODIESEL BLENDS (< or = 5%), \* ARCTIC DIESEL® \* HEATING OIL \* PERFORMANCE GOLD® DIESEL PRODUCTS \* RAILROAD FUEL  
**Supplier** Flint Hills Resources, LP  
4111 E. 37th St. North  
Wichita, KS  
67220-3203  
United States  
**Telephone numbers – 24 hour emergency assistance** Chemtrec 800-424-9300  
**Telephone numbers – general assistance** 8-5 (M-F, CST) MSDS Assistance 316-828-7988  
Email: msdsrequest@fhr.com

**2. Hazards Identification**

**Emergency overview** CAUTION!  
PALE YELLOW OR GREEN COLORED LIQUID WITH HYDROCARBON ODOR  
HEALTH HAZARDS  
VAPORS, FUMES, OR MISTS MAY CAUSE RESPIRATORY TRACT IRRITATION  
OVEREXPOSURE MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION  
MAY BE HARMFUL OR FATAL IF SWALLOWED  
MAY CAUSE LUNG DAMAGE  
POTENTIAL CANCER HAZARD  
SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION  
FLAMMABILITY HAZARDS  
COMBUSTIBLE LIQUID AND VAPOR  
VAPOR MAY CAUSE FLASH FIRE  
REACTIVITY HAZARDS  
STABLE

**Potential health effects**

**Routes of exposure** Inhalation, ingestion, skin and eye contact.  
**Eyes** May cause slight transient irritation, lacrimation (tears) and a burning sensation in the eyes. Effects may become more serious with repeated or prolonged contact.  
**Skin** Contact may cause reddening, itching and inflammation. Effects may become more serious with repeated or prolonged contact. Skin contact may cause harmful effects in other parts of the body.  
**Inhalation** Breathing high concentrations may be harmful. May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.  
Breathing of the mists, vapors or fumes may irritate the nose, throat and lungs. Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11).

**Ingestion**

Swallowing this material may be harmful. May cause irritation of the mouth, throat and gastrointestinal tract. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

**3. Composition/information on Ingredients**

| Components  | CAS #      | Percent    |
|---|------------|------------|
| C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL | 68476-34-6 | 0 - 100 %  |
| DISTILLATES (PETROLEUM), HYDRODESULFURIZED MIDDLE           | 64742-80-9 | 0 - 100 %  |
| HYDRODESULFURIZED KEROSENE                                  | 64742-81-0 | 0 - 45 %   |
| C9-C25 HYDRODESULFURIZED DISTILLATE, LIGHT CAT CRACKED      | 68333-25-5 | 0 - 40 %   |
| KEROSENE  | 8008-20-6  | 0 - 25 %   |
| SOYBEAN OIL, METHYL ESTER                                   | 67784-80-9 | 0 - 7 %    |
| TALLOW, METHYL ESTERS                                       | 68910-48-5 | 0 - 7 %    |
| LARD, OIL, METHYL ESTERS                                    | 68082-78-0 | 0 - 7 %    |
| 1,2,4-TRIMETHYLBENZENE                                      | 95-63-6    | 0.1 - 1 %  |
| XYLENE  | 1330-20-7  | 0 - 1 %    |
| BIPHENYL  | 92-52-4    | 0 - 0.75 % |
| NAPHTHALENE   | 91-20-3    | 0 - 0.3 %  |
| BENZENE   | 71-43-2    | 0 - 0.02 % |

**Composition comments**

Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

This Material Safety Data Sheet is intended to communicate potential health hazards and potential physical hazards associated with the product(s) covered by this sheet, and is not intended to communicate product specification information. For product specification information, contact your Flint Hills Resources, LP representative.

**4. First aid measures****First aid procedures****Eye contact**

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Get medical attention if irritation persists.

**Skin contact**

Immediately wash skin with plenty of soap and water after removing contaminated clothing and shoes. Get medical attention if irritation develops or persists.

**Inhalation**

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR).

**Ingestion**

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person.

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

## Notes to physician

**INHALATION:** This material (or a component) sensitizes the myocardium to the effects of sympathomimetic amines. Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in individuals exposed to this material. Administration of sympathomimetic drugs should be avoided.

**INGESTION:** If ingested this material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

**5. Fire-fighting measures****Flammable properties**

Material will burn in a fire.

Vapors may form explosive mixture with air. Vapors can travel to a source of ignition and flash back.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bonding and grounding may be insufficient to eliminate the hazard from static accumulation.

Explosion hazard if exposed to extreme heat.

**Extinguishing media****Suitable extinguishing media**

Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.

**Protection of firefighters****Specific hazards arising from the chemical**

Combustion may produce COx, NOx, SOx, reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.

Evacuate area and fight fire from a safe distance.

**Fire fighting equipment/instructions**

If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor, cool adjacent structures, and to protect personnel attempting to stop a leak.

Shut off source of flow, if possible. Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.

Firefighters must wear NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

**6. Accidental release measures****Environmental precautions**

Eliminate all sources of ignition. Isolate hazard area and deny entry.

If material is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released material. Notify local authorities and the National Response Center, if required.

**Other information**

Keep unnecessary people away. Isolate area for at least 50 meters (164 feet) in all directions to preserve public safety. For large spills, if downwind consider initial evacuation for at least 300 meters (1000 feet).

Keep ignition sources out of area and shut off all ignition sources. Absorb spill with inert material (e. g. dry sand or earth) then place in a chemical waste container. Large Spills: Dike far ahead of liquid spill for later disposal.

Use a vapor suppressing foam to reduce vapors. Stop leak when safe to do so.

See Exposure Controls/Personal Protection (Section 8).

**Emergency action**

Eliminate and/or shut off ignition sources and keep ignition sources out of the area. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. IF TANK, RAILCAR OR TANK TRUCK IS INVOLVED IN A FIRE, isolate for 800 meters (1/2 mile) in all directions. Evacuate area endangered by release as required. (See Exposure Controls/Personal Protection, Section 8.)



## 7. Handling and storage

### Handling

Electrostatic charge may accumulate and create a hazardous condition when handling this material.

Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (such as tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate procedures to mitigate the hazard.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bond and ground lines and equipment (tank, transfer lines, pump, floats, etc.) used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Bonding and grounding may be insufficient to eliminate the hazard from static accumulation. Additional precautions should be considered consistent with the current NFPA 77, Recommended Practice on Static Electricity, the current API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents and OSHA Standard 29 CFR 1910.106, Flammable and Combustible Liquids.

Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not eat, drink or smoke in areas of use or storage.

Do not breathe fumes or vapor.

Avoid contact with skin or eyes.

Wash thoroughly after handling.

### Storage

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers.

Empty containers may contain material residue. Do not reuse without adequate precautions.

Do not eat, drink or smoke in areas of use or storage.

## 8. Exposure controls / personal protection

### Occupational exposure limits

#### US. ACGIH Threshold Limit Values

| Components   | Type | Value     | Form                               |
|--|------|-----------|------------------------------------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6)   | TWA  | 25 ppm    | Skin                               |
| BENZENE (71-43-2)  | STEL | 2.5 ppm   |                                    |
|  | TWA  | 0.5 ppm   |                                    |
| BIPHENYL (92-52-4)   | TWA  | 0.2 ppm   | Inhalable fraction and vapor; Skin |
| C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (68476-34-6) | TWA  | 100 mg/m3 |                                    |
| HYDRODESULFURIZED KEROSENE (64742-81-0)                                  | TWA  | 200 mg/m3 |                                    |
| KEROSENE (8008-20-6)   | TWA  | 200 mg/m3 | Skin; P                            |
| NAPHTHALENE (91-20-3)  | STEL | 15 ppm    |                                    |
|  | TWA  | 10 ppm    |                                    |
| XYLENE (1330-20-7)   | STEL | 150 ppm   | Skin                               |
|  | TWA  | 100 ppm   |                                    |

#### US. ACGIH. BEIs. Biological Exposure Indices

| Components        | Type | Value   |
|-------------------|------|---------|
| BENZENE (71-43-2) | BEI  | 25 µg/g |

#### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

| Components        | Type | Value |
|-------------------|------|-------|
| BENZENE (71-43-2) | STEL | 5 ppm |
|                   | TWA  | 1 ppm |

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

| Components            | Type | Value   |
|-----------------------|------|---------|
| BIPHENYL (92-52-4)    | TWA  | 0.2 ppm |
| NAPHTHALENE (91-20-3) | TWA  | 10 ppm  |

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

| Components         | Type | Value   |
|--------------------|------|---------|
| XYLENE (1330-20-7) | TWA  | 100 ppm |

**U.S. - Alaska (AKOSH)**

| Components                       | Type | Value   |
|----------------------------------|------|---------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6) | TWA  | 25 ppm  |
| BENZENE (71-43-2)                | STEL | 5 ppm   |
|                                  | TWA  | 1 ppm   |
| BIPHENYL (92-52-4)               | TWA  | 0.2 ppm |
| NAPHTHALENE (91-20-3)            | STEL | 15 ppm  |
|                                  | TWA  | 10 ppm  |
| XYLENE (1330-20-7)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |

**U.S. - Minnesota (MNOSHA)**

| Components                       | Type | Value   |
|----------------------------------|------|---------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6) | TWA  | 25 ppm  |
| BENZENE (71-43-2)                | STEL | 5 ppm   |
|                                  | TWA  | 1 ppm   |
| BIPHENYL (92-52-4)               | TWA  | 0.2 ppm |
| NAPHTHALENE (91-20-3)            | STEL | 15 ppm  |
|                                  | TWA  | 10 ppm  |
| XYLENE (1330-20-7)               | STEL | 150 ppm |
|                                  | TWA  | 100 ppm |

**US. NIOSH: Pocket Guide to Chemical Hazards**

| Components                              | Type | Value     |
|---|------|-----------|
| 1,2,4-TRIMETHYLBENZENE (95-63-6)        | REL  | 25 ppm    |
| BENZENE (71-43-2)                       | REL  | 0.1 ppm   |
|   | STEL | 1 ppm     |
| BIPHENYL (92-52-4)                      | REL  | 0.2 ppm   |
| HYDRODESULFURIZED KEROSENE (64742-81-0) | REL  | 100 mg/m3 |
| KEROSENE (8008-20-6)                    | REL  | 100 mg/m3 |
| NAPHTHALENE (91-20-3)                   | REL  | 10 ppm    |
|   | STEL | 15 ppm    |

**Exposure guidelines**

NOTE: Only ingredients with validated exposure limits are shown in section 8.

As referenced in Section 11 below regarding Toxicological Information, exposure to diesel exhaust fumes may present a health risk. If the user of this product is using it to fuel diesel engines, it is recommended the user of this fuel conduct an assessment to ensure adequate ventilation is present to avoid potentially harmful exposure of the user to diesel exhaust fumes. Such would need to be a "fit for purpose" evaluation of the user's specific diesel engine usage (i.e. mobile or stationary; enclosed – i.e. confined space - or open atmosphere, etc.), as each user's circumstance will be unique to them. User should take appropriate steps to minimize exposure to diesel exhaust fumes.

**US ACGIH Threshold Limit Values: Skin designation**

|  |                                   |
|--|-----------------------------------|
| BENZENE (CAS 71-43-2)  | Can be absorbed through the skin. |
| C9-C20 HYDROCARBONS PRODUCED BY THE PROCESSING OF CRUDE OIL (CAS 68476-34-6) | Can be absorbed through the skin. |
| HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)                                  | Can be absorbed through the skin. |
| KEROSENE (CAS 8008-20-6)   | Can be absorbed through the skin. |
| NAPHTHALENE (CAS 91-20-3)  | Can be absorbed through the skin. |

**US OSHA Specifically Regulated Substances: Action level and Reference**

|                       |                             |
|-----------------------|-----------------------------|
| BENZENE (CAS 71-43-2) | 0.5 PPM<br>29 CFR 1910.1028 |
|-----------------------|-----------------------------|

**Engineering controls**

Ventilation and other forms of engineering controls are the preferred means for controlling exposures.

**Personal protective equipment****Eye / face protection**

Keep away from eyes. Eye contact can be avoided by using chemical safety glasses, goggles and/or face shield. Have eye washing facilities readily available where eye contact can occur.

**Skin protection**

Dermal exposure to this chemical may add to the overall exposure.

Avoid skin contact with this material. Use appropriate chemical protective gloves when handling. Additional protective clothing may be necessary.

Good personal hygiene practices such as properly handling contaminated clothing, using wash facilities before entering public areas and restricting eating, drinking and smoking to designated areas are essential for preventing personal chemical contamination.

**Respiratory protection**

A NIOSH approved air purifying respirator with an appropriate cartridge or canister, such as an organic vapor cartridge, may be used in circumstances where airborne organic vapor concentrations may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection. See OSHA 29 CFR 1910.134 for more information regarding respiratory protection and Assigned Protection Factors (APFs).

**9. Physical and chemical properties**

|   |  |
|---|--|
| <b>Physical state</b>                                 | Liquid.  |
| <b>Form</b>   | Not available.   |
| <b>Color</b>  | Pale yellow or green; for tax exempt purposes, this fuel may contain red dye |
| <b>Odor</b>   | Hydrocarbon  |
| <b>Odor threshold</b>                                 | Not available.   |
| <b>pH</b>   | Not available  |
| <b>Vapor pressure</b>                                 | 2.6 mmHg at 122 °F (50 °C)   |
| <b>Vapor density</b>                                  | > 1 (Air=1)  |
| <b>Boiling point</b>                                  | > 320 °F (> 160 °C) ASTM D86   |
| <b>Melting point/Freezing point</b>                   | Not available  |
| <b>Solubility (water)</b>                             | Insoluble  |
| <b>Specific gravity</b>                               | 0.84 - 0.888 at 60/60 °F (15.6/15.6 °C)                                      |
| <b>Relative density</b>                               | Not available.   |
| <b>Flash point</b>                                    | > 125.00 °F (> 51.67 °C) ; Wisconsin: >100 °F (>37.8 °C) PMCC                |
| <b>Flammability limits in air, upper, % by volume</b> | 7.5 %  |
| <b>Flammability limits in air, lower, % by volume</b> | 0.6 %  |
| <b>Auto-ignition temperature</b>                      | 494 °F (256.67 °C)   |
| <b>VOC</b>  | Not available  |
| <b>Evaporation rate</b>                               | Not available  |
| <b>Viscosity</b>                                      | 1.7 - 4.1 cSt at 104 °F (40 °C)  |
| <b>Percent volatile</b>                               | Not available  |
| <b>Partition coefficient (n-octanol/water)</b>        | Not available  |
| <b>Pour point</b>                                     | -20 to 20 °F (-28.9 to -6.7 °C)  |
| <b>Bulk density</b>                                   | 7 - 7.4 lb./gal.   |
| <b>Molecular weight</b>                               | Not available  |
| <b>Molecular formula</b>                              | No data<br>Not available   |
| <b>Other data</b>                                     |  |
| <b>Chemical family</b>                                | Hydrocarbon Mixture  |
| <b>Density</b>  | Not available  |
| <b>Electrostatic properties</b>                       |  |
| <b>Conductivity</b>                                   | ≤ 50 pS/m  |
| <b>Flash point class</b>                              | Not available  |

**10. Stability and reactivity**

**Chemical stability** Material is stable under normal conditions.

Material name: DIESEL NO. 2 PRODUCTS (UNBRANDED)  
10122 Version #: 04 Revision date: 09-04-2012 Issue date: 11-12-2010

MSDS US  
6 / 11

|   |   |
|---|---|
| <b>Conditions to avoid</b>                | Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.  |
| <b>Incompatible materials</b>             | Incompatible with oxidizing agents. See precautions under Handling & Storage (Section 7). |
| <b>Hazardous decomposition products</b>   | Not anticipated under normal conditions.  |
| <b>Possibility of hazardous reactions</b> | Not anticipated under normal conditions.  |

## 11. Toxicological information

### Carcinogenicity

#### ACGIH Carcinogens

|   |  |
|---|--|
| BENZENE (CAS 71-43-2)   | A1 Confirmed human carcinogen.                                   |
| DIESEL FUEL, AS TOTAL HYDROCARBONS, INHALABLE FRACTION AND VAPOR (CAS 68476-34-6) | A3 Confirmed animal carcinogen with unknown relevance to humans. |
| KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 64742-81-0)               | A3 Confirmed animal carcinogen with unknown relevance to humans. |
| KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 8008-20-6)                | A3 Confirmed animal carcinogen with unknown relevance to humans. |
| NAPHTHALENE (CAS 91-20-3)   | A4 Not classifiable as a human carcinogen.                       |
| XYLENE (O, M AND P ISOMERS) (CAS 1330-20-7)                                       | A4 Not classifiable as a human carcinogen.                       |

#### IARC Monographs. Overall Evaluation of Carcinogenicity

|   |   |
|---|---|
| BENZENE (CAS 71-43-2)                             | 1 Carcinogenic to humans.                           |
| DIESEL FUELS, DISTILLATE (LIGHT) (CAS 68476-34-6) | 3 Not classifiable as to carcinogenicity to humans. |
| NAPHTHALENE (CAS 91-20-3)                         | 2B Possibly carcinogenic to humans.                 |
| XYLENES (CAS 1330-20-7)                           | 3 Not classifiable as to carcinogenicity to humans. |

#### US NTP Report on Carcinogens: Anticipated carcinogen

|                           |  |
|---------------------------|--|
| NAPHTHALENE (CAS 91-20-3) | Reasonably Anticipated to be a Human Carcinogen. |
|---------------------------|--|

#### US NTP Report on Carcinogens: Known carcinogen

|                       |                               |
|-----------------------|-------------------------------|
| BENZENE (CAS 71-43-2) | Known To Be Human Carcinogen. |
|-----------------------|-------------------------------|

#### US OSHA Specifically Regulated Substances: Cancer hazard

|                       |                |
|-----------------------|----------------|
| BENZENE (CAS 71-43-2) | Cancer hazard. |
|-----------------------|----------------|

### Toxicological data

**BENZENE:** Studies of Workers Overexposed to Benzene: Studies of workers exposed to benzene show clear evidence that overexposure can cause cancer of the blood forming organs (acute myelogenous leukemia) and aplastic anemia, an often fatal disease. Some studies suggest overexposure to benzene may also be associated with other blood disorders including myelodysplastic syndrome. Some studies of workers exposed to benzene have shown an association with increased rates of chromosome aberrations in circulating lymphocytes. One study of women workers exposed to benzene suggested a weak association with irregular menstruation. However, other studies of workers exposed to benzene have not demonstrated clear evidence of an effect on fertility or reproductive outcome in humans. Benzene can cross the placenta and affect the developing fetus. Cases of aplastic anemia have been reported in the offspring of persons severely overexposed to benzene. Studies in Laboratory Animals: Studies in laboratory animals indicate that prolonged, repeated exposure to high levels of benzene vapor can cause bone marrow suppression and cancer in multiple organ systems. Studies in laboratory animals show evidence of adverse effects on male reproductive organs following high levels of exposure but no significant effects on reproduction have been observed. Embryotoxicity has been reported in studies of laboratory animals but effects were limited to reduced fetal weight and skeletal variations. Benzene has been classified as a proven human carcinogen by OSHA and a Group 1 (Carcinogenic to Humans) material by IARC.

**NAPHTHALENE:** Severe jaundice, neurotoxicity (kernicterus) and fatalities have been reported in young children and infants as a result of hemolytic anemia from overexposure to naphthalene. Persons with Glucose 6-phosphate dehydrogenase (G6PD) deficiency are more prone to the hemolytic effects of naphthalene. Adverse effects on the kidney have been reported in persons overexposed to naphthalene but these effects are believed to be a consequence of hemolytic anemia, and not a direct effect. Hemolytic anemia has been observed in laboratory animals exposed to naphthalene. Laboratory rodents exposed to naphthalene vapor for 2 years (lifetime studies) developed non-neoplastic and neoplastic tumors and inflammatory lesions of the nasal and respiratory tract. Cataracts and other adverse effects on the eye have been observed in laboratory animals exposed to high levels of naphthalene. Findings from a large number of bacterial and mammalian cell mutation assays have been negative. A few studies have shown chromosomal effects (elevated levels of Sister Chromatid Exchange or chromosomal aberrations) in vitro. Naphthalene has been classified as a Possibly Carcinogenic to Humans (2B) by IARC, based on findings from studies in laboratory animals.

**XYLENES, ALL ISOMERS:** Overexposure to xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, CNS damage and narcosis. Effects may be increased by the use of alcoholic beverages. Evidence of liver and kidney impairment were reported in workers recovering from a gross overexposure. Effects from Prolonged or Repeated Exposure: Impaired neurological function was reported in workers exposed to solvents including xylene. Studies in laboratory animals have shown evidence of impaired hearing following high levels of exposure. Studies in laboratory animals suggest some changes in reproductive organs following high levels of exposure but no significant effects on reproduction were observed. Studies in laboratory animals indicate skeletal and visceral malformations, developmental delays, and increased fetal resorptions following extremely high levels of maternal exposure. The relevance of these observations to humans is not clear at this time. Adverse effects on the liver, kidney, bone marrow (changes in blood cell parameters) were observed in laboratory animals following high levels of exposure. The relevance of these observations to humans is not clear at this time.

**C9 AROMATIC HYDROCARBONS:** A developmental inhalation study was conducted in laboratory mice. Increased implantation losses, reduced fetal weights, delayed ossification and an increased incidence of cleft palate were observed at the highest exposure level (1,500 ppm). This exposure level was extremely toxic to pregnant female mice (44% mortality). Reduced fetal body weights were also observed at 500 ppm. A multi-generation reproduction inhalation study was conducted in laboratory rats. Reductions in pup weights, pup weight gain, litter size, and pup survival were observed at 1,500 ppm, an exposure level at which significant maternal toxicity was observed. Reduced pup weight gain was also observed at 500 ppm.

**MIDDLE DISTILLATES, PETROLEUM:** Long-term repeated (lifetime) skin exposure to similar materials has been reported to result in an increase in skin tumors in laboratory rodents. The relevance of these findings to humans is not clear at this time.

**DIESEL EXHAUST:** NIOSH recommends that whole diesel exhaust be regarded as a potential carcinogen, and the National Toxicology Program (NTP) classifies diesel exhaust particulate as "reasonably anticipated to be a human carcinogen". In a recent review of the scientific literature, The International Agency for Cancer (IARC) classified diesel engine exhaust as a Group 1 carcinogen (carcinogenic to humans), based on sufficient evidence that exposure is associated with an increased risk for lung cancer, and limited evidence of a positive association with an increased risk of bladder cancer. Lifetime exposure to whole diesel exhaust also has been shown to cause cancer in laboratory animals.

Exposure to this material may cause adverse effects or damage to the following organs or organ systems: blood, central nervous system, eyes, kidneys, respiratory tract, lungs, bone marrow, and skin.

## 12. Ecological information

|                                       |   |
|---------------------------------------|---|
| <b>Ecotoxicity</b>                    | Toxic to aquatic organisms.             |
| <b>Persistence and degradability</b>  | Not readily biodegradable.              |
| <b>Bioaccumulation / Accumulation</b> | May bioaccumulate in aquatic organisms. |

### Bioaccumulative potential

| Octanol/water partition coefficient log K <sub>ow</sub> |            |
|---|------------|
| BENZENE   | 2.13       |
| XYLENE  | 3.12 - 3.2 |
| NAPHTHALENE   | 3.3        |
| BIPHENYL  | 4.01       |

|  |   |
|--|---|
| <b>Mobility in environmental media</b> | May partition into air, soil and water. |
|--|---|

## 13. Disposal considerations

### Waste codes

#### US RCRA Hazardous Waste U List: Reference

|                           |      |
|---------------------------|------|
| BENZENE (CAS 71-43-2)     | U019 |
| NAPHTHALENE (CAS 91-20-3) | U165 |
| XYLENE (CAS 1330-20-7)    | U239 |

**Disposal Instructions**

This material, as supplied, when discarded or disposed of, is a hazardous waste according to Federal Regulations due to the material exhibiting a hazardous characteristic under Subpart C of 40 CFR 261. Under RCRA, it is the responsibility of the user of the material to determine, at the time of disposal, whether the material meets RCRA criteria for hazardous waste.

The transportation, storage, treatment and disposal of RCRA waste material must be conducted in compliance with federal regulations. Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.

For additional handling information and protection of employees, see Section 7 (Handling and Storage) and Section 8 (Exposure Controls/Personal Protection).

**14. Transport information****General**

**BILL OF LADING - BULK (U. S. DOT):** See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.

**BILL OF LADING - NON-BULK (U. S. DOT):** See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.

Due to the possible variances of this material, the shipping classification must be evaluated at the time of shipment. Please consult 49 CFR 171 - 180 for specific shipping information.

**IATA**

Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

**15. Regulatory information****US federal regulations**

All ingredients are on the TSCA inventory, or are not required to be listed on the TSCA inventory.

Consult OSHA's Benzene standard 29 CFR 1910.1028 for provisions on air monitoring, employee training, medical monitoring, etc.

A release of this material, as supplied, may be exempt from reporting under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA - 40 CFR 302) by the petroleum exclusion. Releases may be reportable to the National Response Center (800-424-8802) under the Clean Water Act, 33 U.S.C. 1321(b)(3) and (5).

This material may contain toxic chemical(s) in excess of the applicable de minimis concentration that are subject to the annual toxic chemical release reporting requirements of the Superfund Amendments and Reauthorization Act (SARA) Section 313 (40 CFR 372). This information must be included in all MSDSs that are copied and distributed for this material.

This material contains one or more substances listed as hazardous air pollutants under Section 112 of the Clean Air Act. This material contains up to 2.25% hazardous air pollutants (HAPs) per Section 112 Clean Air Act Amendments of 1990.

Check local, regional or state/provincial regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Failure to report may result in substantial civil and criminal penalties.

**Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2))**

Not regulated.

**DEA Essential Chemical Code Number**

Not regulated.

**Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))**

Not regulated.

**DEA Exempt Chemical Mixtures Code Number**

Not regulated.

**US EPCRA (SARA Title III) Section 313 - Toxic Chemical: De minimis concentration**

|                                      |       |
|--------------------------------------|-------|
| 1,2,4-TRIMETHYLBENZENE (CAS 95-63-6) | 1.0 % |
| BENZENE (CAS 71-43-2)                | 0.1 % |
| BIPHENYL (CAS 92-52-4)               | 1.0 % |
| NAPHTHALENE (CAS 91-20-3)            | 0.1 % |

XYLENE (CAS 1330-20-7) 1.0 %  
**US EPCRA (SARA Title III) Section 313 - Toxic Chemical: Listed substance**  
 1,2,4-TRIMETHYLBENZENE (CAS 95-63-6) Listed.  
 BENZENE (CAS 71-43-2) Listed.  
 BIPHENYL (CAS 92-52-4) Listed.  
 NAPHTHALENE (CAS 91-20-3) Listed.  
 XYLENE (CAS 1330-20-7) Listed.  
**US TSCA Section 12(b) Export Notification: Export Notification requirement/De minimis concentration**  
 LARD, OIL, METHYL ESTERS (CAS 68082-78-0) 1.0 % One-Time Export Notification only.

**CERCLA (Superfund) reportable quantity**

XYLENE: 100.0 pounds  
 BIPHENYL: 100.0 pounds  
 NAPHTHALENE: 100.0 pounds  
 BENZENE: 10.0 pounds

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories** Immediate Hazard - Yes  
 Delayed Hazard - Yes  
 Fire Hazard - Yes  
 Pressure Hazard - No  
 Reactivity Hazard - No

**Section 302 extremely hazardous substance** No

**Section 311 hazardous chemical** Yes

**Clean Water Act (CWA)** Hazardous substance

**State regulations** WARNING: This product contains one or more chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Proposition 65, CAL. HSC. §25249.5.

**US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

BENZENE (CAS 71-43-2) Listed: February 27, 1987 Carcinogenic.  
 NAPHTHALENE (CAS 91-20-3) Listed: April 19, 2002 Carcinogenic.

**US - California Proposition 65 - CRT: Listed date/Developmental toxin**

BENZENE (CAS 71-43-2) Listed: December 26, 1997 Developmental toxin.

**US - California Proposition 65 - CRT: Listed date/Male reproductive toxin**

BENZENE (CAS 71-43-2) Listed: December 26, 1997 Male reproductive toxin.

**US - New Jersey RTK - Substances: Listed substance**

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6) Listed.  
 BENZENE (CAS 71-43-2) Listed.  
 BIPHENYL (CAS 92-52-4) Listed.  
 KEROSENE (CAS 8008-20-6) Listed.  
 NAPHTHALENE (CAS 91-20-3) Listed.  
 XYLENE (CAS 1330-20-7) Listed.

**US - Pennsylvania RTK - Hazardous Substances: Listed substance**

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6) Listed.  
 BENZENE (CAS 71-43-2) Listed.  
 BIPHENYL (CAS 92-52-4) Listed.  
 C9-C20 HYDROCARBONS PRODUCED BY THE  
 PROCESSING OF CRUDE OIL (CAS 68476-34-6) Listed.  
 HYDRODESULFURIZED KEROSENE (CAS 64742-81-0) Listed.  
 KEROSENE (CAS 8008-20-6) Listed.  
 NAPHTHALENE (CAS 91-20-3) Listed.  
 XYLENE (CAS 1330-20-7) Listed.

**US - Pennsylvania RTK - Hazardous Substances: Special hazard**

BENZENE (CAS 71-43-2) Special hazard.

**16. Other information**

**HMIS® ratings** Health: 1\*  
 Flammability: 2  
 Physical hazard: 0  
 \* Indicates chronic health hazard

**NFPA ratings** Health: 1  
 Flammability: 2  
 Instability: 0



### X Grade Ultra Low Sulfur Diesel Fuel Specifications

| Product Property                         | Test Method  | Origin<br>Test Results |         | Deliveries <sup>1/</sup> |
|--|--------------|------------------------|---------|--------------------------|
|  |              | Minimum                | Maximum |                          |
| Gravity, °API                            | D287         | Report                 |         |                          |
| Color                                    | D1500        |                        | 2.5     | 3.0                      |
| Distillation                             | D86          |                        |         |                          |
| 50% Recovered, °F                        |              | Report                 |         |                          |
| 90% Recovered, °F                        |              | 540                    | 640     |                          |
| OR                                       |              |                        |         |                          |
| Simulated Distillation                   | D2887        |                        |         |                          |
| 50% Recovered, °F                        |              | Report                 |         |                          |
| 90% Recovered, °F                        |              | 572                    | 672     |                          |
| Copper Corrosion                         | D130         |                        | 1       |                          |
| Cetane                                   |              |                        |         |                          |
| (1) Cetane Number                        | D613         | 40.0                   |         |                          |
| OR (2) Cetane Index, procedure A         | D4737        | 40.0                   |         |                          |
| Cetane Index <sup>2/</sup>               | D976         | 40                     |         |                          |
| Flash Point, °F                          | D93          | 140                    |         | 130                      |
| Stability                                |              |                        |         |                          |
| (1) Thermal, % reflectance               | D6468 (W)    | 75                     |         |                          |
|  | D6468 (Y)    | 82                     |         |                          |
| Aging Period (Minutes)                   | D6468        | 90                     |         |                          |
| OR (2) Potential Color <sup>3/</sup> and | MPL P. Color |                        | 6       |                          |
| Potential Gum, mg/100 ml <sup>4/</sup>   | MPL P. Gum   |                        | 50      |                          |
| OR (3) Oxidation, mg/100 ml              | D2274        |                        | 2.5     |                          |
| Carbon Residue on 10% Bottoms, %         | D524         |                        | 0.35    |                          |
| Cloud Point, °F                          | D2500        |                        | 5/      |                          |
| Pour Point, °F                           | D97          |                        | 5/      |                          |
| Viscosity, cSt at 104 °F                 | D445         | 1.9                    | 4.1     |                          |
| Ash, wt %                                | D482         |                        | 0.01    |                          |
| Haze Rating <sup>6/</sup>                | D4176        |                        | 2       | 3                        |
| NACE Corrosion                           | TM0172       | B+                     |         |                          |
| Sulfur, ppm <sup>7/</sup>                | D2622        |                        | *10     |                          |

1/ Delivered products meets all applicable requirements at time and place of delivery.

2/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

3/ The Potential Color will be determined by ASTM method D1500 on a filtered sample after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

Revision Date: March 11, 2011





**X Grade Ultra Low Sulfur Diesel Fuel Specifications (continued)**

- 4/ The Potential Gum will be determined by ASTM method D381 modified (Steam Jet Evaporation at 485 °F) after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

| 5/ <u>Month</u> | <u>Pour Point °F, max.</u> | <u>Cloud Point °F, max</u> |
|-----------------|----------------------------|----------------------------|
| January         | 0                          | +14                        |
| February        | 0                          | +14                        |
| March           | 0                          | +14                        |
| April           | +10                        | +20                        |
| May             | +10                        | +20                        |
| June            | +10                        | +20                        |
| July            | +10                        | +20                        |
| August          | 0                          | +14                        |
| September       | 0                          | +14                        |
| October         | 0                          | +14                        |
| November        | 0                          | +14                        |
| December        | 0                          | +14                        |

- 6/ Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.
- 7/ All results provided must use an EPA qualified instrument.  
\*Sulfur limit, 11 ppm for interconnecting pipelines.

**Additional Requirements:**

Biodiesel: The use of any biodiesel fuel as a blending component is prohibited.

Dyes: X Grade shipments may not be dyed.

Revision Date: March 11, 2011



**NR Grade Regular Gasoline Blendstock (RBOB)**

**For Blending With 10.0% Denatured Fuel Ethanol**  
**(92% Purity) As Defined In ASTM D4806**  
**VOC-Controlled Region I Complex Model Phase II**

| Product Property                                   | Test Method     | Origin<br>Test Results |                | Deliveries <sup>1/</sup> |                |                |
|--|-----------------|------------------------|----------------|--------------------------|----------------|----------------|
|  |                 | Minimum                | Maximum        |                          |                |                |
| Gravity, ° API <sup>8/</sup>                       | D287            |                        | Report         |                          |                |                |
| Color  |                 |                        | Undyed         |                          |                |                |
| Volatility <sup>2/9/</sup>                         |                 |                        |                |                          |                |                |
| Distillation, ASTM D 86                            | <u>Class AA</u> | <u>Class A</u>         | <u>Class B</u> | <u>Class C</u>           | <u>Class D</u> | <u>Class E</u> |
| 10% Evaporated °F, max                             | 158             | 158                    | 149            | 140                      | 131            | 122            |
| 50% Evaporated °F, min                             | 150             | 150                    | 150            | 150                      | 150            | 150            |
| 50% Evaporated °F, max                             | 250             | 250                    | 245            | 240                      | 235            | 230            |
| 90% Evaporated °F, max                             | 374             | 374                    | 374            | 365                      | 365            | 365            |
| Final Boiling Point °F, max <sup>3/</sup>          | 430             | 430                    | 430            | 430                      | 430            | 430            |
| Residue, vol% max                                  | 2               | 2                      | 2              | 2                        | 2              | 2              |
| Drivability Index, max<br>ASTM D4814               | 1250            | 1250                   | 1240           | 1230                     | 1220           | 1200           |
| Vapor/Liquid Ratio = 20:1<br>°F, min <sup>4/</sup> | <u>Class 1</u>  | <u>Class 2</u>         | <u>Class 3</u> | <u>Class 4</u>           | <u>Class 5</u> |                |
|  | 129             | 122                    | 116            | 107                      | 102            |                |
| Vapor Pressure, D5191 <sup>2/8/</sup>              |                 |                        |                |                          |                |                |
| E200 (vol%)  | D86             |                        | 30             | 70                       |                |                |
| E300 (vol%)  | D86             |                        | 70             | 100                      |                |                |
| Emission Performance Reduction (%)                 |                 |                        | -27.0          |                          |                |                |
| Mercaptan Sulfur, wt % <sup>3/</sup>               | D3227           |                        |                | 0.003                    |                |                |
| Copper Corrosion                                   | D130            |                        |                | 1                        |                |                |
| Silver Corrosion                                   | D7667,7671      |                        |                |                          | 1              |                |
| Gum, Existent, mg/100 ml                           | D381            |                        |                | 4                        |                | 5              |
| Oxidation Stability, minutes                       | D525            | 240                    |                |                          |                |                |
| Octane   |                 |                        |                |                          |                |                |
| RON  | D2699           |                        | Report         |                          |                |                |
| MON  | D2700           | 82.0                   |                |                          |                |                |
| (R+M)/2  |                 | 87.0                   |                |                          |                |                |
| Phosphorus, g/gal                                  | D3231           |                        |                | 0.003                    |                | 0.005          |
| Benzene, wt. %                                     | D3606           |                        |                | 1.3                      |                |                |
| Aromatics (vol %) <sup>4/</sup>                    |                 |                        |                | 50                       |                |                |
| Olefins (vol %)                                    | D1319           |                        |                | 25                       |                |                |
| Sulfur, ppm  | D2622           |                        |                | 80                       |                |                |
| Oxygen Content wt % <sup>5/</sup>                  | D5599           | 1.5                    |                | 4.0                      |                |                |
| Oxygenates, (vol %) <sup>8/</sup>                  | D4815           |                        |                | 0.05                     |                |                |
| Haze Rating <sup>6/, 8/</sup>                      | D4176           |                        |                | 2                        |                | 3              |
| NACE Corrosion <sup>8/</sup>                       | TM0172, D7548   | B+                     |                |                          |                |                |
| Odor <sup>7/, 8/</sup>                             |                 |                        |                | Nonoffensive             |                |                |

Revision Date: December 1, 2015



**NR Grade Regular Gasoline Blendstock (RBOB) (continued)**

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ Refer to Seasonal Gasoline Volatility Schedule.
- 3/ Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.
- 4/ Refer to test methods in 40 CFR Chapter 1, Part 80.46.
- 5/ Oxygen content must meet a minimum of 1.5 wt. % and a maximum of 4.0 wt. % after blending of denatured fuel ethanol.
- 6/ Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:

|                            |           |
|----------------------------|-----------|
| February 16 – September 30 | 55 °F max |
| October 1– February 15     | 45 °F max |
- 7/ Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.
- 8/ Specifications must be met before blending of denatured fuel except for vapor pressure during the VOC compliance period, March 20<sup>th</sup> through October 1<sup>st</sup>, will be reported on the blended fuel.
- 9/ For products blended to meet EPA or state imposed summer VOC requirements, test must be performed for RVP in accordance with procedure described in 40 CFR, PART 80, Appendix E, Method 3.

\*\*NOTE: This RBOB may not be combined with any other RBOB except RBOB having the same requirement for oxygenate type and amount. "Base Gasoline" Not for sale to the ultimate consumer.

\*\*NOTE: Heavy metals are not allowed to be present.

\*\*NOTE: All parameters must be met after blending with denatured fuel ethanol unless noted

Supplier: RKA Petroleum



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1807-245**

**Bulk Fuel for Williamson County**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Sep 25, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:  
Sep 25, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: **BID NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the IFB will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **RKA Petroleum**

## Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

### **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

### **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

**Supplier: RKA Petroleum**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b>   |   | <b>Form</b><br><b>CIQ</b>                   |
|--|---|---|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> |   | <b>OFFICE USE ONLY</b><br><br>Date Received |
| 1  | <b>Name of person doing business with local governmental entity.</b>  |   |
| 2  | <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br><input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> |   |
| 3  | <b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b>  |   |
| 4  | <b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b>  |   |

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor or other person doing business with local governmental entity</b> |   | <b>Form</b><br><b>CIQ</b><br><b>Page 2</b> |
|--|---|--|
| 5  | <b>Name of local government officer with whom filer has affiliation or business relationship.</b> |  |



|   |   |      |
|---|---|------|
|   | <p align="center"><b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>   |      |
|   | <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?<br/> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> |      |
| 7 |   |      |
|   |   |      |
|   | Signature of person doing business with the governmental entity   | Date |
|   | <p align="center"><b>Signature not required if completing in BIDSYNC electronically.</b></p>  |      |

Supplier: **RKA Petroleum****CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY**

Date Received

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDS SYNC electronically;

Signature of vendor doing business with the governmental entity

Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.



**Supplier: RKA Petroleum**

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

|   |  |
|---|--|
| <b>Name of Bidder:</b>                              |  |
| <b>Address of Bidder:</b>                           |  |
| <b>Email:</b>                                       |  |
| <b>Telephone:</b>                                   |  |
| <b>Printed Name of Person Submitting Affidavit:</b> |  |
| <b>Signature of Person Submitting Affidavit:</b>    |  |

### Cooperative Purchasing Program

**Check one of the following options below.** A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| <input type="checkbox"/> | I will not offer the quoted prices to all authorized entities.                                      |

---

**\*If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named  
on this the day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**



Supplier: RKA Petroleum



## **Williamson County – Invitation for Bid (IFB)**

### **SECTION 1 - DEFINITIONS**

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

## **SECTION 2 - BID FORMS AND SUBMISSION**

### **2.1 CONFLICT OF INTEREST**

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.**

### **2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

## 2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

## 2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or <sup>before</sup> the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department  
Attn: **Bid Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB**

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

### **3.4 SIGNATURE OF BIDDER**

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

### **3.6 BID OBLIGATION**

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.7 COMPLIANCE WITH IFB SPECIFICATIONS**

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

### **3.8 WITHDRAWAL OF BID**

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.9 EVALUATION AND AWARD**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

### **3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE**

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

### **3.11 REJECTION OR ACCEPTANCE.**

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

### **3.12 RESPONSIBILITY**

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

### **3.13 FIRM PRICING**

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

### **3.14 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.15 SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.16 REFERENCES**

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.



## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. The IFB and its Addenda (if applicable); and
  - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  - 1. Terms and conditions of the Ensuing Agreement;
  - 2. The IFB its Addenda; and
  - 3. The Bidder's Bid.

### **4.3 OWNERSHIP OF BID**

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF BIDDER**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

## 4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

## 4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 BID PREPARATION COSTS**

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

#### **4.28 FOB DESTINATION**

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

#### **4.29 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

#### **4.30 ASSIGNMENT**

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.31 SAFETY**

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.32 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.33 ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

#### **4.34 CONTRACTUAL DEVELOPMENT**

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

#### **4.35 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

#### **4.36 AIR QUALITY**

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

#### **4.37 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

#### **4.38 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.



D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department

Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)

Phone: 512-943-1500

#### 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

**If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

#### 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

#### 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

#### **4.44 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.45 CONFIDENTIALITY**

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**Commissioners Court - Regular Session****40.****Meeting Date:** 10/20/2020

Authorize issuing T2232 IFB Hairy Man Road / Brushy Creek Road Improvements

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hairy Man Road / Brushy Creek Road Improvements under IFB T2232 . Funding source: Project P284.

**Background**

Williamson County is seeking qualified contractors for the construction of roadway widening, grading, retaining walls, drainage structures, guardrail, and waterline, wastewater line, and manhole adjustments on Hairy Man Road and Brushy Creek Road from Walsh Drive to Sam Bass Road. Estimated amount is \$4,300,000.00  
Whit Friend- HNTB is the point of contact.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/15/2020

**Reviewed By**

Kerstin Hancock

Andrea Schiele

**Date**

10/15/2020 11:54 AM

10/15/2020 12:08 PM

Started On: 10/15/2020 08:21 AM

**Commissioners Court - Regular Session****41.****Meeting Date:** 10/20/2020

Authorize issuing t2164 IFB Crushed Granite Base

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Crushed Granite Base under IFB #T2164.

**Background**

Williamson County is seeking qualified companies to provide for the purchase of Crushed Granite Base, picked up at plant site or delivered to Williamson County Central Maintenance Facility in Georgetown, TX. Department point of contact is James R. Williams, PE. Budget amount of \$125,000.00 Funding Source for FY 2021 - 01.0200.0210.003551

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

10/15/2020 10:57 AM

County Judge Exec Asst.

Andrea Schiele

10/15/2020 12:08 PM

Form Started By: Johnny Grimaldo

Started On: 10/15/2020 08:24 AM

Final Approval Date: 10/15/2020

**Commissioners Court - Regular Session****42.****Meeting Date:** 10/20/2020

Authorize issuing t2240 IFB Asphalt Cement

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement under IFB #T2240.

**Background**

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement (AC-10) per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is James R. Williams, PE. Budget amount of \$125,000.00 Funding Source for FY 2021 - 01.0200.0210.003597

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

10/15/2020 11:00 AM

County Judge Exec Asst.

Andrea Schiele

10/15/2020 12:08 PM

Form Started By: Johnny Grimaldo

Started On: 10/15/2020 08:26 AM

Final Approval Date: 10/15/2020

**Commissioners Court - Regular Session****43.****Meeting Date:** 10/20/2020

Final plat for Coupland Crossing subdivision – Pct 4

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright,  
Infrastructure  
**Division:** Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for Coupland Crossing subdivision – Precinct 4.

**Background**

This subdivision consists of 18 lots and no new public roads.

**Timeline**

2020-07-21 – Initial submittal of the final plat  
2020-08-20 – 1st review complete with comments  
2020-08-25 – 2nd submittal of final plat  
2020-09-08 – 2nd review complete with comments  
2020-09-08 – 3rd submittal of final plat  
2020-09-23 – 3rd review complete with comments  
2020-10-08 – 4th submittal of final plat  
2020-10-09 – 4th review complete with minor comments  
2020-10-12 – shared driveway construction completed  
2020-10-14 – receipt of final plat with all signatures  
2020-10-15 – final plat placed on the October 21, 2020 Commissioners Court agenda for consideration

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

final plat - Coupland Crossing

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/15/2020

**Reviewed By**

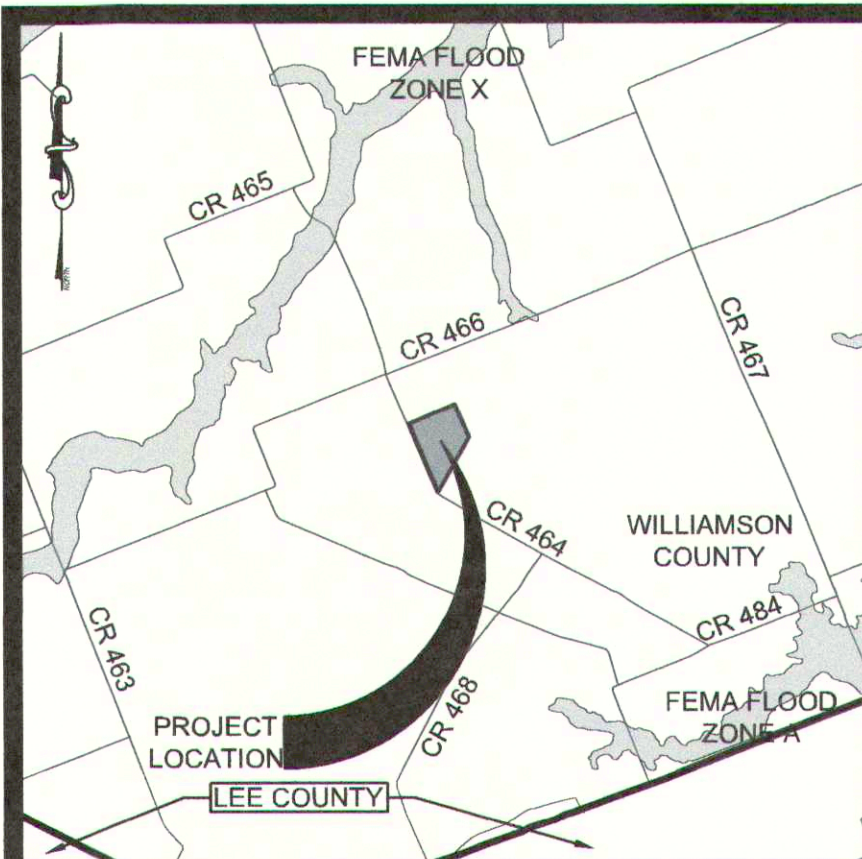
Andrea Schiele

**Date**

10/15/2020 11:58 AM

Started On: 10/15/2020 08:22 AM





## FINAL PLAT OF COUPLAND CROSSING

### BLOCK A

BIG SKY VISTAS  
2020024090  
"40.874 ACRES"  
19.01 JOHNSON 40, LP  
9-27-2019 DOC.# 2019096528  
O.P.R.W.C.

"FIRST TRACT - 146.5 ACRES"  
DIANE R. JOHNSON, ET AL  
DOC# 2005068614  
O P R W C

N66° 34' 37"E 20.00'

N66° 52' 29"E 69.75'

APPROX. S87°57'54"W 4.359' TO  
NORTHWEST CORNER OF  
THOMAS A. GRAVES SURVEY,  
ABSTRACT NO. 252

23.719 ACRES

COOK, GEORGE H & PAMELA J  
TRS OF GEORGE H COOK LIV TR &  
PAMELA J COOK LIV TR  
DOC.# 2018009171  
O.P.R.W.C.

20' WATER LINE EASEMENT  
HEREBY DEDICATED TO  
MANVILLE WATER SUPPLY  
CORPORATION

13.143 ACRES  
HAUCK, MARION &  
MARION HAUCK TRUST  
DOC.# 2019014053  
O.P.R.W.C.

0.890 ACRES 20' WIDE,  
HEREBY DEDICATED-  
RIGHT-OF-WAY

11.83 ACRES  
CAMPBELL, RONALD KEITH JR &  
ALEXIS VICTORIA  
DOC # 2016016492  
O.P.R.W.C.

31'-1" EDGE OF  
ASPHALT TO  
PROPERTY LINE

RIGHT-OF-WAY DEED TO  
WILLIAMSON COUNTY, TEXAS  
DOC #2012068919  
2.565 ACRES)

RIGHT-OF-WAY DEED TO  
WILLIAMSON COUNTY, TEXAS  
DOC #2012068919  
565 ACRES)

RIGHT-OF-WAY DEED TO  
WILLIAMSON COUNTY, TEXAS  
DOC #2012068919  
565 ACRES)

"3.565 ACRES"  
SWD - DIANE R. JOHNSON TO  
WILLIAMSON COUNTY  
8-17-2012 DOC.# 2012068919  
O.P.R.W.C.

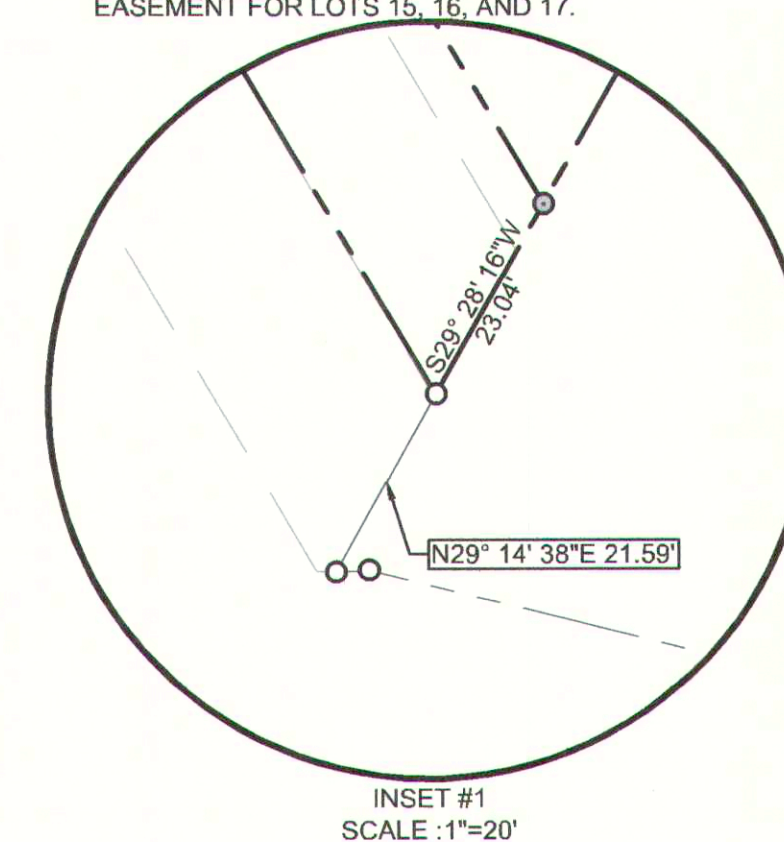
21.095 ACRES  
ALLISON B. SCHULTZ &  
ESSE THOMAS SCHULTZ  
DOC.# 2018075516  
O.P.R.W.C.

EX. 30' OVERHEAD  
ELECTRIC EASEMENT  
TO BLUEBONNET  
ELECTRIC COOP  
UNRECORDED

88.402 ACRES  
RHONDA SUZANNE DUNLOP  
DOC.# 2018075516  
O.P.R.W.C.

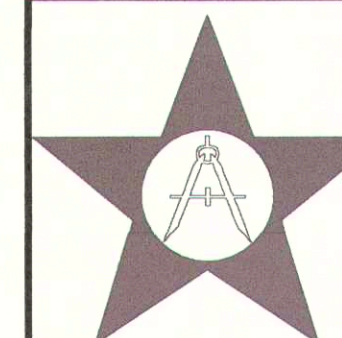
SURVEYOR'S NOTE:  
BEARINGS AND COORDINATES SHOWN  
HEREON BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM, CENTRAL ZONE 4203,  
NAD 83/93 DATUM AND ARE GRID VALUES.

- NOTES:
1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
  2. LOTS 1, 2, 3, 6, 7, 8, 11, 12, 13, 15, AND 16 MAY NOT BE FURTHER SUBDIVIDED.
  3. 27887.33 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 1, 2, AND 3.
  4. 27891.31 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 6, 7, AND 8.
  5. 27891.31 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 11, 12, AND 13.
  6. 16608.21 SF VARIABLE WIDTH JOINT USE ACCESS EASEMENT FOR LOTS 15, 16, AND 17.



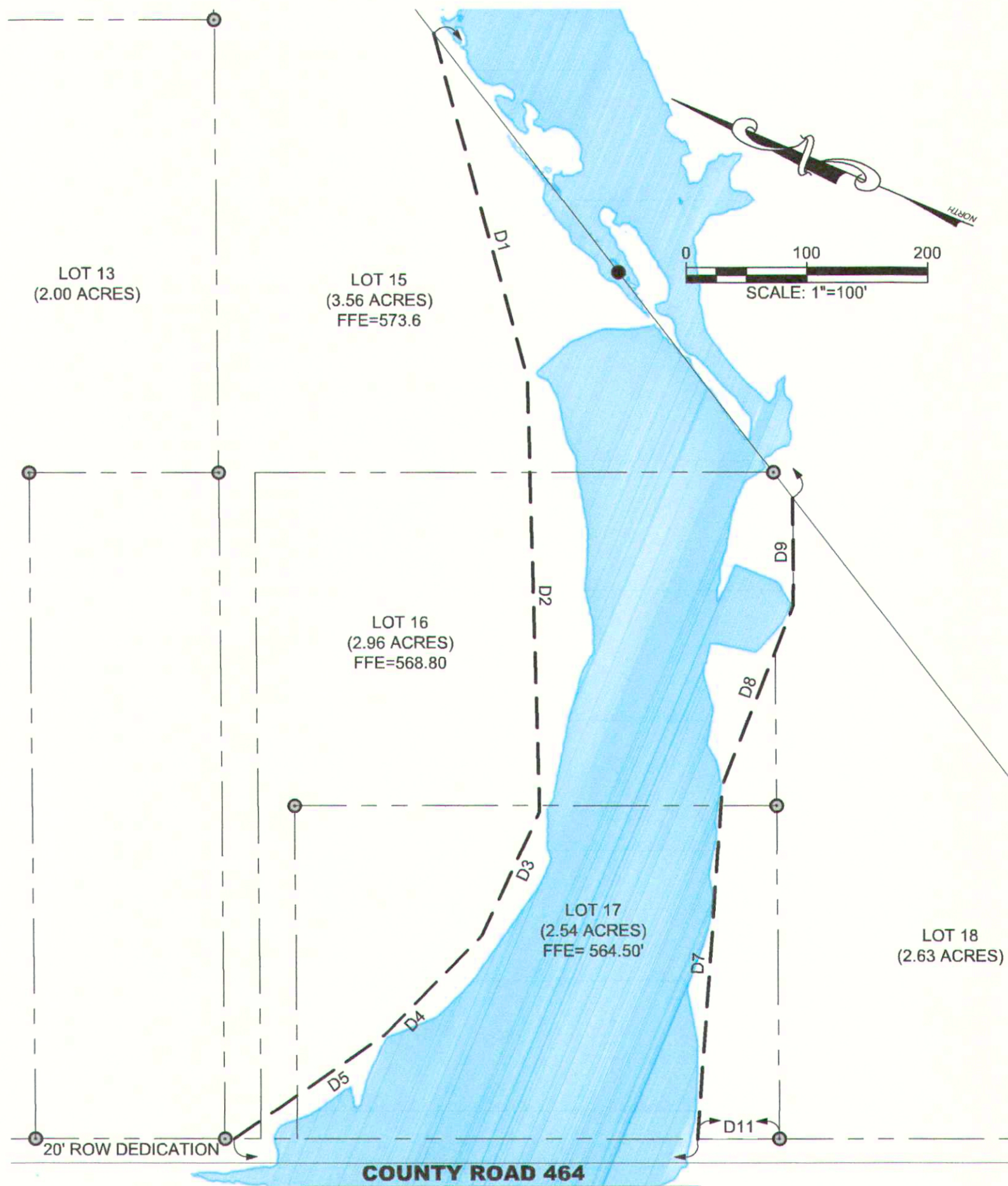
**SHEET**  
**01 OF 03**

| CULVERT TABLE |                     |                       |              |                   |
|---------------|---------------------|-----------------------|--------------|-------------------|
| LOT           | DRAINAGE AREA (Ac.) | 10-YR FLOW RATE (cfs) | APPROX SLOPE | MIN. CULVERT SIZE |
| 1             | 0.08                | 0.424                 | 1.00%        | 1-18" CMP         |
| 2             |                     |                       |              |                   |
| 3             |                     |                       |              |                   |
| 4             | 0.42                | 2.228                 | 1.00%        | 1-18" CMP         |
| 5             | 1.15                | 6.100                 | 1.00%        | 1-18" CMP         |
| 6             | 2.24                | 11.880                | 1.00%        | 1-24" CMP         |
| 7             |                     |                       |              |                   |
| 8             |                     |                       |              |                   |
| 9             | 3.22                | 17.080                | 1.00%        | 1-30" CMP         |
| 10            | 5.39                | 28.590                | 1.00%        | 1-36" CMP         |
| 11            | 6.99                | 37.070                | 1.00%        | 2-30" CMP         |
| 12            |                     |                       |              |                   |
| 13            |                     |                       |              |                   |
| 14            | 11.55               | 61.260                | 1.00%        | 2-36" CMP         |
| 15            | 12.06               | 63.970                | 1.00%        | 2-36" CMP         |
| 16            |                     |                       |              |                   |
| 17            |                     |                       |              |                   |
| 18            | 1.26                | 6.683                 | 1.00%        | 1-18" CMP         |





# FINAL PLAT OF COUPLAND CROSSING



| DRAINAGE EASEMENT LINE TABLE |                  |          |
|------------------------------|------------------|----------|
| TAG                          | BEARING          | DISTANCE |
| D1                           | S51° 56' 10.74"W | 295.872  |
| D2                           | S65° 30' 50.56"W | 361.241  |
| D3                           | N87° 57' 02.61"W | 113.588  |
| D4                           | N68° 37' 01.89"W | 116.181  |
| D5                           | N57° 39' 29.52"W | 150.857  |
| D6                           | S22° 58' 07.48"E | 383.901  |
| D7                           | N71° 07' 09.85"E | 294.996  |
| D8                           | N88° 37' 12.97"E | 160.267  |
| D9                           | N66° 51' 20.40"E | 89.225   |
| D10                          | S29° 28' 15.68"W | 487.122  |
| D11                          | S22° 58' 07.48"E | 67.893   |

## NOTES:

- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
- WATER SERVICE IS PROVIDED BY: MANVILLE. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY.
- FINISHED FLOOR ELEVATIONS ON PLATS SHOULD BE AT LEAST 1 FOOT ABOVE THE BASE FLOOD ELEVATIONS (BFE). IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE FFE, WHICHEVER IS HIGHER.
- A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOTS 15, 16 AND 17 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
- THE MINIMUM FINISHED FLOOD ELEVATIONS (FFE) FOR LOTS 15, 16, AND 17 SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY M&S ENGINEERING, DATED APRIL 21ST, 2020.
- THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED 1, 2, 3, 6, 7, 8, 11, 12, 13, 15 AND 16.
- 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.
- 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 THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ON CR 464.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR BLOCK A/LOTS 15-17. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- DRIVEWAY SPACING ON WILLIAMSON COUNTY ROADS SHALL BE NO CLOSER THAN 100 FT MEASURED FROM CENTER TO CENTER.
- NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0705F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 1, 2 AND 3. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "JENDERSON LANE." SEE SHEET 01 FOR CALLOUTS.
- A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 6, 7 AND 8. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "REILLY LANE." SEE SHEET 01 FOR CALLOUTS.
- A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 11, 12 AND 13. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "SOMERA LANE." SEE SHEET 01 FOR CALLOUTS.

## FIELD PERIMETER NOTES:

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND LOCATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT 252, LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING OUT OF AND A PART OF A CALLED "SECOND TRACT - 105 ACRES" CONVEYED IN A WARRANTY DEED FROM MRS. CARRIE L. JOHNSON, ET AL TO MRS. EMMA K. JOHNSON AND KARL A. JOHNSON DATED 01-10-1949 AND RECORDED IN VOLUME 352, PAGE 635, DEED RECORDS OF WILLIAMSON COUNTY (DRWC), TITLE BEING CURRENTLY VESTED TO DIANE K. JOHNSON, ET AL, AS EVIDENCED BY PROBATE DOCUMENT NO. 2005068614, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC) AND IN PROBATE CAUSE NO. 26562 OF THE PROBATE CAUSE RECORDS OF TRAVIS COUNTY, BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF FEBRUARY AND MARCH, 2020 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SUBJECT TRACT IN THE EAST LINE OF WILLIAMSON COUNTY ROAD NO. 464, SAME BEING THE SOUTHWEST CORNER OF A CALLED "40.874 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDORS LIEN FROM DAVID K. JOHNSON, ET AL TO 19.01 JOHNSON 40, LP DATED 9-27-2019 AS RECORDED IN DOCUMENT NO. 2019096528, (OPRWC) IN THE EAST LINE OF A CALLED "3.565 ACRES" CONVEYED TO WILLIAMSON COUNTY OF RECORD IN DOCUMENT NO. 2012068919, OPRWC; FOUND A 1/2" IRON ROD (NEAR FENCE CORNER) CAPPED "ATWELL LLC" AT SAME CORNER (NORTH = 10,136,396.10 FEET, EAST = 3,246,094.12 FEET); FOUND A 1/2" IRON ROD CAPPED "ATWELL LLC" AT AN EXTERIOR CORNER OF SAID "40.874 ACRES" BEARING NORTH 22° 58' 39" WEST A DISTANCE OF 1319.94 FEET;

THENCE NORTH 66° 32' 27" EAST WITH THE COMMON LINE OF SUBJECT TRACT AND SAID "40.874 ACRES", GENERALLY ALONG A FENCE, A DISTANCE OF 1308.18 FEET TO A FOUND 1/2" IRON ROD (NEAR FENCE CORNER) CAPPED "ATWELL LLC" AT THE SOUTHEAST CORNER OF SAME, BEING THE NORTHEAST CORNER OF SUBJECT TRACT; FOUND A 1/2" IRON ROD CAPPED "ATWELL LLC" AT THE NORTHEAST CORNER OF SAID "40.874 ACRES" IN THE SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 466 BEARING NORTH 23° 25' 41" WEST A DISTANCE OF 1346.10 FEET;

THENCE SOUTH 23° 25' 41" EAST, OVER AND ACROSS SAID "SECOND TRACT - 105 ACRES" WITH THE EAST LINE OF SUBJECT TRACT, A DISTANCE OF 949.96 FEET TO A SET 1/2" IRON ROD (CAPPED "BRYAN TECH SERVICES") AT THE SOUTHEAST CORNER OF SUBJECT TRACT IN THE NORTH LINE OF A CALLED "109.36 ACRES" (RESIDUAL PORTION) AS CONVEYED IN AN EXECUTOR'S SPECIAL WARRANTY DEED FROM PAULA C. BRYANT, INDEPENDENT EXECUTOR OF THE ESTATE OF THE ESTATE OF FREDDIE ALLEN BROWN, TO RHONDA SUZANNE DUNLOP DATED 6-6-2002 AND RECORDED IN DOCUMENT NO. 2002043641, OPRWC; FOUND A 1/2" IRON ROD (CAPPED) AT AN EXTERIOR CORNER OF SAID "109.36 ACRES", SAME BEING THE APPARENT EASTERNMOST CORNER OF AFOREMENTIONED "SECOND TRACT - 105 ACRES", BEARING NORTH 29° 28' 16" EAST A DISTANCE OF 995.34 FEET;

THENCE SOUTH 29° 28' 16" WEST WITH THE COMMON LINE OF SAID "109.36 ACRES" (RESIDUAL PORTION) AND SAID "SECOND TRACT - 105 ACRES", GENERALLY ALONG A FENCE, PASSING A FOUND 1/2" IRON ROD (CAPPED "RPLS 4303") AT A DISTANCE OF 922.76 FEET, SAME BEING THE NORTHEAST CORNER OF A CALLED "21.095 ACRES" CONVEYED IN A GENERAL WARRANTY GIFT DEED FROM RHONDA SUZANNE DUNLOP TO ALLISON BEHRENDNS SCHULTZ, ET VIR, DATED 8-23-2018 AS RECORDED IN DOCUMENT NO. 2018075516, OPRWC, AND CONTINUING WITH THE COMMON LINE OF SAID "SECOND TRACT - 105 ACRES" AND "21.095 ACRES", GENERALLY ALONG A FENCE, AN ADDITIONAL 725.36 FEET FOR A TOTAL DISTANCE OF 1648.12 FEET TO A FOUND 1/2" IRON ROD (CAPPED) AT THE SOUTHEAST CORNER OF AFOREMENTIONED "3.565 ACRES" IN THE EAST LINE OF AFOREMENTIONED OF WILLIAMSON COUNTY ROAD NO. 464, SAME BEING THE NORTHWEST CORNER OF SAID "21.095 ACRES" AND THE SOUTHWEST CORNER OF SUBJECT TRACT; FOR REFERENCE WAS FOUND THE FOLLOWING:

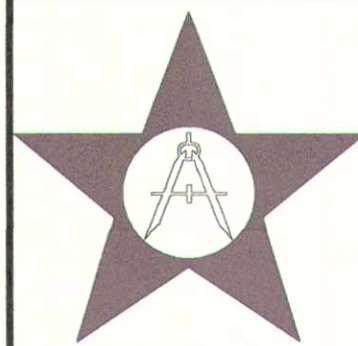
- A 1/2" IRON ROD (CAPPED "JE 4303") AT AN INTERIOR CORNER OF SAID "21.095 ACRES" BEARING SOUTH 61° 26' 27" EAST A DISTANCE OF 78.67 FEET,
- A 1/2" IRON ROD (CAPPED "RPLS 4303") BEARING SOUTH 20° 42' 10" WEST A DISTANCE OF 19.94 FEET (UNKNOWN ORIGIN) AND
- A 1/2" IRON ROD (CAPPED "RPLS 4303") AT THE APPARENT ORIGINAL WEST CORNER OF AFOREMENTIONED "109.36 ACRES" BEARING SOUTH 29° 14' 54" WEST A DISTANCE OF 21.59 FEET;

THENCE WITH THE EAST LINE OF SAID "3.565 ACRES", SAME BEING THE EAST LINE OF SAID WILLIAMSON COUNTY ROAD NO. 464 THE FOLLOWING CALLS:

- NORTH 30° 45' 24" WEST 67.17 FEET TO A 6" CEDAR POST SET IN CONCRETE AND
- NORTH 22° 58' 25" WEST 1876.88 FEET TO THE PLACE OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 43.712 ACRES.

SURVEYOR'S NOTE: BEARINGS AND COORDINATES SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93 DATUM AND ARE GRID VALUES.

**SHEET  
02 OF 03**



**M&S ENGINEERING**  
CIVIL | ELECTRICAL | STRUCTURAL | MEP  
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394  
WWW.MSENGR.COM | (830) 228-5446



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, 2005 CR 464 43, LLC, OWNER OF THE CERTAIN 43.712 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020098869 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

COUPLAND CROSSING

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14 DAY OF OCTOBER, 2020

SCOTT EWELL  
2005 CR 464 43, LLC  
100 E WHITESTONE BLVD  
SUITE 148, #218  
CEDAR PARK, TX 78613

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

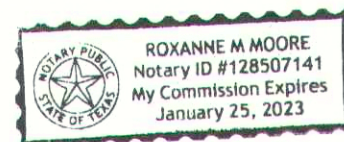
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT EWELL, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14 DAY OF OCTOBER, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 01-25-2023



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, PLAINSCAPITAL BANK, LIEN HOLDER OF THE CERTAIN 43.712 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020098869 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CONSENT TO FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14TH DAY OF OCTOBER, 2020

PLAINSCAPITAL BANK  
2705 BEE CAVE ROAD, SUITE 120  
AUSTIN, TX 78746

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILEY HENDERSON, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14TH DAY OF OCTOBER, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 11-04-21



FINAL PLAT OF  
COUPLAND CROSSING

BASED UPON 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 PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, P.E., D.R., C.F.M.  
COUNTY ENGINEER

DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14TH DAY OF OCTOBER, 2020 A.D.

Teresa Baker  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

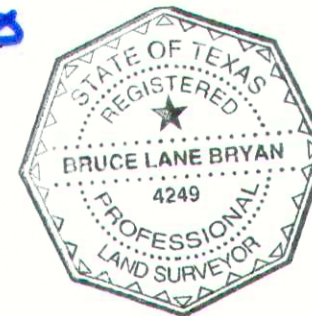
KNOW ALL MEN BY THESE PRESENTS

I, BRUCE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF COUPLAND REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 14th DAY OF OCT, 2020

BRUCE BRYAN  
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249  
STATE OF TEXAS

DATE



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0705F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 14TH DAY OF OCTOBER, 2020

JENNIFER L. HENDERSON  
REGISTERED PROFESSIONAL ENGINEER, NO. 116883  
STATE OF TEXAS

DATE 10/14/2020

MANVILLE WATERLINE EASEMENT

GRANTOR SHALL HAVE THE RIGHT TO USE THE SURFACE OF THE EASEMENT TRACT FOR THOSE PURPOSES WHICH DO NOT CONFLICT WITH GRANTEE'S SUBSURFACE USE BUT SHALL KEEP THE EASEMENT TRACT FREE AND CLEAR OF BUILDINGS, LANDSCAPING, TREES, FENCES OR WALLS, COMMERCIAL SIGNAGE, AND ENTRY-WAY MONUMENT SIGNS. IN THE EVENT GRANTOR INSTALLS A DRIVEWAY OVER AND ACROSS THE EASEMENT HEREIN GRANTED, ALL MANVILLE LINES BENEATH THE SAID DRIVEWAY SHALL BE SLEEVED AT GRANTOR'S EXPENSE. GRANTOR SHALL NOT CONSTRUCT ANY OBSTRUCTION ON THE EASEMENT PROPERTY, AND ANY IMPROVEMENT MADE BY GRANTOR MUST COMPLY WITH ALL APPLICABLE MUNICIPAL OR OTHER GOVERNMENTAL ORDINANCES, CODES, AND ENGINEERING GUIDELINES. GRANTOR SHALL OBTAIN GRANTEE'S PERMISSION AND APPROVAL PRIOR TO THE START OF CONSTRUCTION OF IMPROVEMENTS.

IN THE EVENT THAT THE SURFACE CONDITION OF THE EASEMENT TRACT IS DISTURBED AS A RESULT OF ANY MAINTENANCE, REPAIR, OR CONSTRUCTION ACTIVITIES BY GRANTEE OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, WITHIN THE EASEMENT, GRANTEE SHALL BE RESPONSIBLE TO RESTORE THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. IN THE EVENT GRANTEE IS REQUIRED TO REMOVE OR ALTER UNAUTHORIZED SURFACE IMPROVEMENTS WITHIN THE EASEMENT, GRANTEE SHALL HAVE NO RESPONSIBILITY FOR REPAIR OR RESTORATION OF THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. GRANTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING ALL MAINTENANCE AND REPAIR OF THE FACILITIES AND AGREES TO MAINTAIN ALL THE FACILITIES IN A GOOD CONDITION AND REPAIR AT ALL TIMES. GRANTEE HAS FULL RESPONSIBILITY FOR THE IMPROVEMENT AND MAINTENANCE OF THE EASEMENT PROPERTY. GRANTEE IS AUTHORIZED TO REMOVE AND RELOCATE VEGETATION FENCES OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY OR ALONG ITS BOUNDARY LINES WHEN NECESSARY, IN THE JUDGMENT OF GRANTEE, TO CONSTRUCT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE FACILITIES. GRANTEE SHALL NOT BE REQUIRED TO REPAIR OR REPLACE TO THEIR ORIGINAL CONDITION ANY LANDSCAPING, VEGETATION, DRIVEWAYS, PARKING AREAS OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY THAT ARE OR MAY BE DAMAGED IN CONNECTION WITH THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL OR OPERATION OF THE PERMITTED FACILITIES WITHIN THE EASEMENT.

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 §

KNOW ALL MEN BY THESE PRESENTS

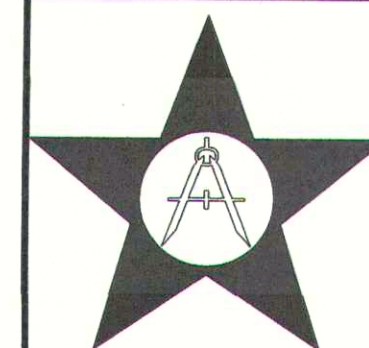
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_ A.D., AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

SHEET  
03 OF 03



M&S ENGINEERING  
CIVIL | ELECTRICAL | STRUCTURAL | MEP

TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394  
WWW.MSENGR.COM | (830) 228-5446



**Commissioners Court - Regular Session****44.****Meeting Date:** 10/20/2020

Hutto Education Foundation Presentation

**Submitted For:** Russ Boles**Submitted By:** Michael  
Cooper,  
Commissioner  
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.

**Background**

The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than \$20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of \$20,000 of the Solid Waste Fees received goes into the Permanent Endowment Fund. The recommendation for last year was \$170,000 in total, with \$166,500 going toward the Endowment Fund. 2019-2020 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded \$20,000 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling \$5,000 to TSTC students.

This year's recommendation is \$175,000 to be divided as follows:  
\$171,500 for the Endowment Fund.  
\$ 3,500 for administration expenses.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

HEF Commissioners Court Presentation 2020-2021  
Report from Greater Round Rock Community Foundation  
TSTC Summer 2020 request for funds

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Cooper

**Reviewed By**

Andrea Schiele

**Date**

10/01/2020 11:02 AM

Started On: 10/01/2020 10:31 AM

Final Approval Date: 10/01/2020

# Hutto Education Foundation Endowment Presentation



Solid Waste Funding Policy Update  
and Fund Request for 2020-21

*Thank you*



**#fundingfutures**



# Brief History Report

*Providing the Williamson County Commissioners Court with a brief overview...*

- HEF was established in 2006. Our mission, *and still to this day*, is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Currently, all funds donated since 2015 have gone to our Endowment Fund.
- Commissioner Ron Morrison was an ardent supporter of higher education. His goal was to see our organization grow our endowment to \$1 million to provide a forever fund providing scholarships to students in Hutto ISD.



# Creating Opportunities

---

*Reviewing how the endowment is working currently...*

**Endowment:** Our central goal for the use of the funds is the establishment of an endowment aimed at creating a fund for our students to attend 2-year, 4-year college or university or an accredited technical school. We have established that endowment and made progress with eight years of deposits.

- **2018-2019 School Year:** This is the first year HEF met the minimum of \$500,000 and the interest on the endowment was able to fund 12 student scholarships, including: two \$1,500 scholarships, eight \$1,000 scholarships and two \$500 scholarships.
- **2019-2020 School Year:** HEF funded 15 Hutto High School graduating seniors at \$15,000, 3 returning scholarship recipients at \$5,000, and HEF provided \$5,000 in a 1:1 match scholarship program with local accredited technical college.



# How HEF Utilizes Funds

---

*Overview of where the money goes...*

- HEF Endowment is being held by the Greater Round Rock Community Foundation, Inc.
- \$3,500 is being used for the audit or review to keep HEF transparent and ensure we are using our funds properly every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards the partnership with higher education center in Education Service Center Regions XII & XIII





# HEF & TSTC

*Providing the Williamson County Commissioners Court with a brief overview...*

- HEF is partnered with a local accredited technical college to provide additional educational opportunities for Hutto ISD graduates.
- Capturing a 1:1 match for Hutto ISD Students entering their 3<sup>rd</sup> & 4<sup>th</sup> semester at Texas State Technical College



# Endowment Fund Overview

|                       |             |
|-----------------------|-------------|
| Initial contribution  | \$20,000    |
| 11/2011               | \$22,500    |
| 12/2012               | \$26,250    |
| 06/2014 (double ask)  | \$87,000    |
| 10/2015               | \$86,500    |
| 10/2016               | \$91,500    |
| 12/2017               | \$146,500   |
| 12/2018               | \$146,5000  |
| 12/2019               | \$166,500   |
| Total contributions : | \$793,250.0 |



# Past Requests & New Request

*History of HEF requests & new request for 2020-21*

|                                  | 2011-12  | 2012-13  | 2013-14  | 2014-15  | 2015-16  | 2016-17  | 2017-18   | 2018-19   | 2019-20   | 2020-21          |
|----------------------------------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|------------------|
| Request                          | \$70,000 | \$75,000 | \$80,000 | \$85,000 | \$90,000 | \$95,000 | \$150,000 | \$150,000 | \$170,000 | <b>\$175,000</b> |
| HUTTO ISD PROGRAMMING: (2011-15) |          |          |          |          |          |          |           |           |           |                  |
| EAFK                             | \$45,000 | -----    | -----    | -----    |          |          |           |           |           |                  |
| EAFK & Success                   | -----    | \$45,000 | \$37,000 | -----    |          |          |           |           |           |                  |
| EAFK I-station                   | -----    | -----    | -----    | \$35,000 |          |          |           |           |           |                  |
| Endowment                        | \$22,500 | \$26,250 | \$40,000 | \$47,000 | \$86,500 | \$91,500 | \$146,500 | \$146,000 | \$166,500 | <b>\$171,500</b> |
| Operations                       | \$2,500  | \$3,750  | \$3,000  | \$3,000  | \$3,500  | \$3,500  | \$3,500   | \$3,500   | \$3,500   | <b>\$3,500</b>   |

\*\*With the requested grant funding , HEF will reach a fund balance of over **\$960,000**. This increased request will mirror the growth the Hutto Community and our school district and allow us to provide an increase in scholarships offered to Hutto ISD students\*\*

# HEF Endowment Fund Policies

- We updated MOU to ensure we are staying constant with the purpose of this agreement by looking forward and ensuring there are goals set in place for future growth.
- We have created the Hutto Education Foundation Endowment Investment Policies in order to maximize the investment of the money given to us by the Williamson County Commissioners' Court.
- Started partnership with local educators....
  - We have created the Hutto Education Foundation Endowment Donor Policies to begin securing donations from other sources for scholarships and general Endowment Fund monies.



# Fund Request 2020-21

*Providing the Williamson County Commissioners Court with a brief overview...*

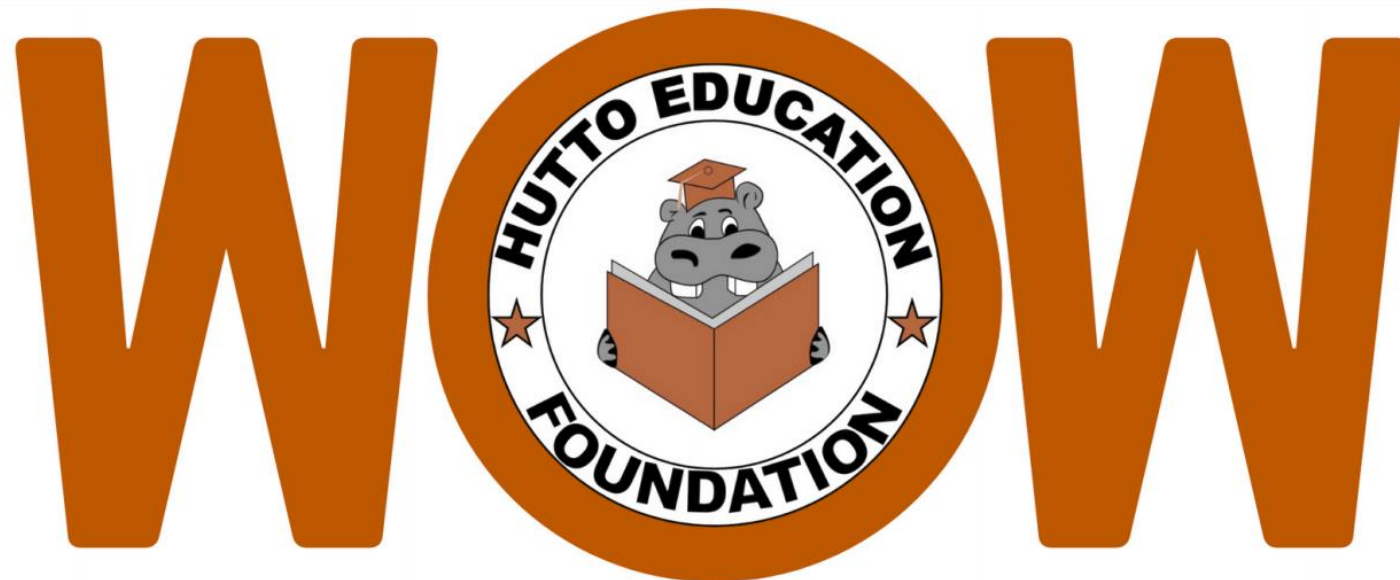
Hutto Education Foundation is requesting \$175,000 for 2020-21

## FUNDING BREAKDOWN

- \$175, 000 will go towards HEF Endowment Fund
- Partnership with higher education center in Hutto; including TSTC 1:1 match for eligible students in there 3<sup>rd</sup> & 4<sup>th</sup> semester
  - *Up to 10% of the yearly gains from the endowment will go towards affirming the commitment to ensuring Hutto ISD students continue their education after high school.*

## HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To provide more opportunities to students & faculty members at the same rate our community is growing



**THANK YOU FOR**  
**#FUNDINGFUTURES**

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date                                | Name                             | Memo                                   | Paid Amount |
|-------------------------------------|----------------------------------|--|-------------|
| <b>Ordinary Income/Expense</b>      |                                  |  |             |
| <b>Income</b>                       |                                  |  |             |
| <b>Contributions</b>                |                                  |  |             |
| <b>Restricted</b>                   |                                  |  |             |
| 08/29/2011                          | Hutto Education Foundation, Inc. | Hutto Education Foundation Donation    | 20,000.00   |
| 11/02/2011                          | Hutto Education Foundation, Inc. | 2nd Installment                        | 22,500.00   |
| 12/29/2012                          | Hutto Education Foundation, Inc. | 3rd Installment                        | 26,250.00   |
| 06/24/2014                          | Hutto Education Foundation, Inc. | 4th Installment                        | 87,000.00   |
| 12/01/2015                          | Hutto Education Foundation, Inc. | 5th Installment                        | 86,500.00   |
| 12/16/2016                          | Hutto Education Foundation, Inc. | 6th Installment                        | 91,500.00   |
| 12/19/2017                          | Hutto Education Foundation, Inc. | Donation to Hutto Education Foundat... | 146,500.00  |
| 12/28/2018                          | Hutto Education Foundation, Inc. | Donation to Hutto Education Foundat... | 146,500.00  |
| 12/29/2019                          | Hutto Education Foundation, Inc. | Donation to Hutto Education Foundat... | 166,500.00  |
| Total Restricted                    |                                  |  | 793,250.00  |
| Total Contributions                 |                                  |  | 793,250.00  |
| <b>Investment Income</b>            |                                  |  |             |
| <b>Cap Gain Distributions (Div)</b> |                                  |  |             |
| 12/31/2013                          |                                  | Cap Gain Distrib Inc-Dec 2013          | 41.34       |
| 01/31/2014                          |                                  | Cap Gain Distrib Inc-Jan 2014          | 0.06        |
| 04/30/2014                          |                                  | Cap Gain Distrib Inc-Apr 2014          | 2.26        |
| 12/31/2014                          |                                  | Cap Gain Distrib Inc-Dec 2014          | 184.94      |
| 04/30/2015                          |                                  | Cap Gain Distrib Inc-Apr 2015          | 4.05        |
| 12/31/2015                          |                                  | Cap Gain Distrib Inc-Dec 2015          | 262.47      |
| 12/31/2016                          |                                  | Cap Gain Distrib Inc-Dec 2016          | 48.48       |
| 04/30/2017                          |                                  | Cap Gain Distrib Inc-Apr 2017          | 0.63        |
| 12/31/2017                          |                                  | Cap Gain Distrib Inc-Dec 2017          | 7.25        |
| 12/31/2018                          |                                  | Cap Gain Distrib Inc-Dec 2018          | 0.52        |
| Total Cap Gain Distributions (Div)  |                                  |  | 552.00      |
| <b>Dividend Income</b>              |                                  |  |             |
| 10/31/2013                          |                                  | Dividend Inc-Oct 2013                  | 70.79       |
| 11/30/2013                          |                                  | Dividend Inc-Nov 2013                  | 65.57       |
| 12/31/2013                          |                                  | Dividend Inc-Dec 2013                  | 174.07      |
| 01/31/2014                          |                                  | Dividend Inc-Jan 2014                  | 45.15       |
| 02/28/2014                          |                                  | Dividend Inc-Feb 2014                  | 47.97       |
| 03/31/2014                          |                                  | Dividend Inc-Mar 2014                  | 87.22       |
| 04/30/2014                          |                                  | Dividend Inc-Apr 2014                  | 75.79       |
| 05/31/2014                          |                                  | Dividend Inc-May 2014                  | 44.50       |
| 06/30/2014                          |                                  | Dividend Inc-Jun 2014                  | 89.36       |
| 07/31/2014                          |                                  | Dividend Inc-Jul 2014                  | 227.81      |
| 08/31/2014                          |                                  | Dividend Inc-Aug 2014                  | 67.75       |
| 09/30/2014                          |                                  | Dividend Inc-Sep 2014                  | 99.06       |
| 10/31/2014                          |                                  | Dividend Inc-Oct 2014                  | 98.25       |
| 11/30/2014                          |                                  | Dividend Inc-Nov 2014                  | 77.03       |
| 12/31/2014                          |                                  | Dividend Inc-Dec 2014                  | 286.61      |
| 01/31/2015                          |                                  | Dividend Inc-Jan 2015                  | 96.76       |
| 02/28/2015                          |                                  | Dividend Inc-Feb 2015                  | 146.16      |
| 03/31/2015                          |                                  | Dividend Inc-Mar 2015                  | 117.74      |
| 04/30/2015                          |                                  | Dividend Inc-Apr 2015                  | 108.26      |
| 05/31/2015                          |                                  | Dividend Inc-May 2015                  | 71.68       |
| 06/30/2015                          |                                  | Dividend Inc-Jun 2015                  | 152.01      |
| 07/31/2015                          |                                  | Dividend Inc-Jul 2015                  | 215.22      |
| 08/31/2015                          |                                  | Dividend Inc-Aug 2015                  | 80.39       |
| 09/30/2015                          |                                  | Dividend Inc-Sep 2015                  | 132.02      |
| 10/31/2015                          |                                  | Dividend Inc-Oct 2015                  | 145.38      |
| 11/30/2015                          |                                  | Dividend Inc-Nov 2015                  | 74.47       |
| 12/31/2015                          |                                  | Dividend Inc-Dec 2015                  | 573.42      |
| 01/31/2016                          |                                  | Dividend Inc-Jan 2016                  | 137.33      |
| 02/29/2016                          |                                  | Dividend Inc-Feb 2016                  | 146.41      |
| 03/31/2016                          |                                  | Dividend Inc-Mar 2016                  | 220.98      |
| 04/30/2016                          |                                  | Dividend Inc-Apr 2016                  | 245.96      |
| 05/31/2016                          |                                  | Dividend Inc-May 2016                  | 152.99      |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date       | Name | Memo                    | Paid Amount |
|------------|------|-------------------------|-------------|
| 06/30/2016 |      | Dividend Inc-Jun 2016   | 539.37      |
| 07/31/2016 |      | Dividend Inc-Jul 2016   | 280.92      |
| 08/31/2016 |      | Dividend Inc-Aug 2016   | 169.11      |
| 09/30/2016 |      | Dividend Inc-Sep 2016   | 269.47      |
| 10/31/2016 |      | Dividend Inc-Oct 2016   | 216.28      |
| 11/30/2016 |      | Dividend Inc-Nov 2016   | 157.70      |
| 12/31/2016 |      | Dividend Inc-Dec 2016   | 617.30      |
| 01/31/2017 |      | Dividend Inc-Jan 2017   | 198.00      |
| 02/28/2017 |      | Dividend Inc-Feb 2017   | 206.57      |
| 03/31/2017 |      | Dividend Inc-Mar 2017   | 273.97      |
| 04/30/2017 |      | Dividend Inc-Apr 2017   | 254.87      |
| 05/31/2017 |      | Dividend Inc-May 2017   | 314.41      |
| 06/30/2017 |      | Dividend Inc-Jun 2017   | 709.05      |
| 07/31/2017 |      | Dividend Inc-Jul 2017   | 255.51      |
| 08/31/2017 |      | Dividend Inc-Aug 2017   | 218.01      |
| 09/30/2017 |      | Dividend Inc-Sep 2017   | 267.09      |
| 10/31/2017 |      | Dividend Inc-Oct 2017   | 305.40      |
| 11/30/2017 |      | Dividend Inc-Nov 2017   | 201.03      |
| 12/31/2017 |      | Dividend Inc-Dec 2017   | 904.58      |
| 01/31/2018 |      | Dividend Inc-Jan 2018   | 263.52      |
| 02/28/2018 |      | Dividend Inc-Feb 2018   | 232.49      |
| 03/31/2018 |      | Dividend Inc-Mar 2018   | 410.32      |
| 04/30/2018 |      | Dividend Inc-Apr 2018   | 403.18      |
| 05/31/2018 |      | Dividend Inc-May 2018   | 278.05      |
| 06/30/2018 |      | Dividend Inc-Jun 2018   | 970.61      |
| 07/31/2018 |      | Dividend Inc-Jul 2018   | 384.18      |
| 08/31/2018 |      | Dividend Inc-Aug 2018   | 326.59      |
| 09/30/2018 |      | Dividend Inc-Sep 2018   | 492.77      |
| 10/31/2018 |      | Dividend Inc-Oct 2018   | 464.61      |
| 11/30/2018 |      | Dividend Inc-Nov 2018   | 331.13      |
| 12/31/2018 |      | Dividend Inc-Dec 2018   | 1,083.82    |
| 01/31/2019 |      | Dividend Inc-Jan 2019   | 385.75      |
| 02/28/2019 |      | Dividend Inc-Feb 2019   | 405.16      |
| 03/31/2019 |      | Dividend Inc-Mar 2019   | 543.78      |
| 04/30/2019 |      | Dividend Inc-Apr 2019   | 558.23      |
| 05/31/2019 |      | Dividend Inc-May 2019   | 481.02      |
| 06/30/2019 |      | Dividend Inc-June 2019  | 1,363.11    |
| 07/31/2019 |      | Dividend Inc-July 2019  | 768.55      |
| 08/31/2019 |      | Dividend Inc-Aug 2019   | 625.58      |
| 09/30/2019 |      | Dividend Inc-Sep 2019   | 779.48      |
| 10/31/2019 |      | Dividend Inc-Oct 2019   | 610.58      |
| 11/30/2019 |      | Dividend Inc-Nov 2019   | 590.68      |
| 12/31/2019 |      | Dividend Inc-Dec 2019   | 1,322.07    |
| 01/31/2020 |      | Dividend Inc-Jan 2020   | 637.43      |
| 02/28/2020 |      | Dividend Inc-Feb 2020   | 348.84      |
| 03/30/2020 |      | Dividend Inc-Mar 2020   | 1,054.76    |
| 04/29/2020 |      | Dividend Inc-April 2020 | 913.24      |
| 05/30/2020 |      | Dividend Inc-May 2020   | 641.70      |
| 06/29/2020 |      | Dividend Inc-Jun 2020   | 2,482.02    |
| 07/30/2020 |      | Dividend Inc-Jul 2020   | 574.90      |
| 08/30/2020 |      | Dividend Inc-Aug 2020   | 631.02      |

Total Dividend Income

32,091.92

**Interest Income**

|            |  |                       |      |
|------------|--|-----------------------|------|
| 10/31/2013 |  | Interest Inc-Oct 2013 | 0.99 |
| 11/30/2013 |  | Interest Inc-Nov 2013 | 1.17 |
| 12/31/2013 |  | Interest Inc-Dec 2013 | 1.17 |
| 01/31/2014 |  | Interest Inc-Jan 2014 | 1.00 |
| 02/28/2014 |  | Interest Inc-Feb 2014 | 0.91 |
| 03/31/2014 |  | Interest Inc-Mar 2014 | 1.03 |
| 04/30/2014 |  | Interest Inc-Apr 2014 | 1.06 |
| 05/31/2014 |  | Interest Inc-May 2014 | 1.16 |
| 06/30/2014 |  | Interest Inc-Jun 2014 | 1.35 |
| 07/31/2014 |  | Interest Inc-Jul 2014 | 2.18 |



11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date       | Name | Memo                   | Paid Amount |
|------------|------|------------------------|-------------|
| 08/31/2014 |      | Interest Inc-Aug 2014  | 2.08        |
| 09/30/2014 |      | Interest Inc-Sep 2014  | 2.46        |
| 10/31/2014 |      | Interest Inc-Oct 2014  | 2.55        |
| 11/30/2014 |      | Interest Inc-Nov 2014  | 2.44        |
| 12/31/2014 |      | Interest Inc-Dec 2014  | 3.29        |
| 01/31/2015 |      | Interest Inc-Jan 2015  | 2.89        |
| 02/28/2015 |      | Interest Inc-Feb 2015  | 2.50        |
| 03/31/2015 |      | Interest Inc-Mar 2015  | 2.24        |
| 04/30/2015 |      | Interest Inc-Apr 2015  | 2.28        |
| 05/31/2015 |      | Interest Inc-May 2015  | 1.81        |
| 06/30/2015 |      | Interest Inc-Jun 2015  | 2.03        |
| 07/31/2015 |      | Interest Inc-Jul 2015  | 1.99        |
| 08/31/2015 |      | Interest Inc-Aug 2015  | 1.81        |
| 09/30/2015 |      | Interest Inc-Sep 2015  | 1.86        |
| 10/31/2015 |      | Interest Inc-Oct 2015  | 1.95        |
| 11/30/2015 |      | Interest Inc-Nov 2015  | 1.99        |
| 12/31/2015 |      | Interest Inc-Dec 2015  | 3.02        |
| 01/31/2016 |      | Interest Inc-Jan 2016  | 3.33        |
| 02/29/2016 |      | Interest Inc-Feb 2016  | 2.87        |
| 03/31/2016 |      | Interest Inc-Mar 2016  | 3.11        |
| 04/30/2016 |      | Interest Inc-Apr 2016  | 2.75        |
| 05/31/2016 |      | Interest Inc-May 2016  | 2.52        |
| 06/30/2016 |      | Interest Inc-Jun 2016  | 2.39        |
| 07/31/2016 |      | Interest Inc-Jul 2016  | 2.25        |
| 08/31/2016 |      | Interest Inc-Aug 2016  | 2.75        |
| 09/30/2016 |      | Interest Inc-Sep 2016  | 2.75        |
| 10/31/2016 |      | Interest Inc-Oct 2016  | 2.69        |
| 11/30/2016 |      | Interest Inc-Nov 2016  | 2.42        |
| 12/31/2016 |      | Interest Inc-Dec 2016  | 3.00        |
| 01/31/2017 |      | Interest Inc-Jan 2017  | 3.51        |
| 02/28/2017 |      | Interest Inc-Feb 2017  | 3.32        |
| 03/31/2017 |      | Interest Inc-Mar 2017  | 3.55        |
| 04/30/2017 |      | Interest Inc-Apr 2017  | 3.23        |
| 05/31/2017 |      | Interest Inc-May 2017  | 6.61        |
| 06/30/2017 |      | Interest Inc-Jun 2017  | 11.27       |
| 07/31/2017 |      | Interest Inc-Jul 2017  | 51.06       |
| 08/31/2017 |      | Interest Inc-Aug 2017  | 51.69       |
| 09/30/2017 |      | Interest Inc-Sep 2017  | 34.88       |
| 10/31/2017 |      | Interest Inc-Oct 2017  | 18.53       |
| 11/30/2017 |      | Interest Inc-Nov 2017  | 8.09        |
| 12/31/2017 |      | Interest Inc-Dec 2017  | 7.49        |
| 01/31/2018 |      | Interest Inc-Jan 2018  | 94.58       |
| 02/28/2018 |      | Interest Inc-Feb 2018  | 2.88        |
| 03/31/2018 |      | Interest Inc-Mar 2018  | 3.49        |
| 04/30/2018 |      | Interest Inc-Apr 2018  | 192.80      |
| 05/31/2018 |      | Interest Inc-May 2018  | 9.75        |
| 06/30/2018 |      | Interest Inc-Jun 2018  | 9.07        |
| 07/31/2018 |      | Interest Inc-Jul 2018  | 289.46      |
| 08/31/2018 |      | Interest Inc-Aug 2018  | 6.85        |
| 09/30/2018 |      | Interest Inc-Sep 2018  | 12.23       |
| 10/31/2018 |      | Interest Inc-Oct 2018  | 417.16      |
| 11/30/2018 |      | Interest Inc-Nov 2018  | 4.94        |
| 12/31/2018 |      | Interest Inc-Dec 2018  | 37.50       |
| 01/31/2019 |      | Interest Inc-Jan 2019  | 578.76      |
| 02/28/2019 |      | Interest Inc-Feb 2019  | 39.53       |
| 03/31/2019 |      | Interest Inc-Mar 2019  | 41.77       |
| 04/30/2019 |      | Interest Inc-Apr 2019  | 684.94      |
| 05/31/2019 |      | Interest Inc-May 2019  | 39.81       |
| 06/30/2019 |      | Interest Inc-June 2019 | 18.74       |
| 07/31/2019 |      | Interest Inc-July 2019 | 718.10      |
| 08/31/2019 |      | Interest Inc-Aug 2019  | 15.68       |
| 09/30/2019 |      | Interest Inc-Sep 2019  | 21.30       |
| 10/31/2019 |      | Interest Inc-Oct 2019  | 852.54      |
| 11/30/2019 |      | Interest Inc-Nov 2019  | 12.08       |
| 12/31/2019 |      | Interest Inc-Dec 2019  | 11.53       |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date                                 | Name | Memo                          | Paid Amount |
|--------------------------------------|------|-------------------------------|-------------|
| 01/31/2020                           |      | Interest Inc-Jan 2020         | 869.71      |
| 02/28/2020                           |      | Interest Inc-Feb 2020         | 11.46       |
| 03/30/2020                           |      | Interest Inc-Mar 2020         | 4.98        |
| 04/29/2020                           |      | Interest Inc-Apr 2020         | 0.98        |
| 05/30/2020                           |      | Interest Inc-May 2020         | 0.22        |
| 06/29/2020                           |      | Interest Inc-Jun 2020         | 0.24        |
| 07/30/2020                           |      | Interest Inc-Jul 2020         | 0.25        |
| 08/30/2020                           |      | Interest Inc-Aug 2020         | 0.18        |
| Total Interest Income                |      |                               | 5,290.78    |
| <b>Interest/Dividend Income</b>      |      |                               |             |
| 09/30/2011                           |      | Dividends & Interest-Sep 2011 | 35.49       |
| 10/31/2011                           |      | Dividends & Interest-Oct 2011 | 22.23       |
| 11/30/2011                           |      | Dividends & Interest-Nov 2011 | 35.45       |
| 12/31/2011                           |      | Dividends & Interest-Dec 2011 | 91.69       |
| 01/31/2012                           |      | Dividends & Interest-Jan 2012 | 45.91       |
| 02/29/2012                           |      | Dividends & Interest-Feb 2012 | 64.15       |
| 03/31/2012                           |      | Dividends & Interest-Mar 2012 | 162.53      |
| 04/30/2012                           |      | Dividends & Interest-Apr 2012 | 73.47       |
| 05/31/2012                           |      | Dividends & Interest-May 2012 | 49.17       |
| 06/30/2012                           |      | Dividends & Interest-Jun 2012 | 88.55       |
| 07/31/2012                           |      | Dividends & Interest-Jul 2012 | 43.12       |
| 08/31/2012                           |      | Dividends & Interest-Aug 2012 | 70.38       |
| 09/30/2012                           |      | Dividends & Interest-Sep 2012 | 94.65       |
| 10/31/2012                           |      | Dividends & Interest-Oct 2012 | 58.61       |
| 11/30/2012                           |      | Dividends & Interest-Nov 2012 | 40.85       |
| 12/31/2012                           |      | Dividends & Interest-Dec 2012 | 117.56      |
| 01/31/2013                           |      | Dividends & Interest-Jan 2013 | 43.97       |
| 02/28/2013                           |      | Dividends & Interest-Feb 2013 | 61.66       |
| 03/31/2013                           |      | Dividends & Interest-Mar 2013 | 102.62      |
| 04/30/2013                           |      | Dividends & Interest-Apr 2013 | 89.68       |
| 05/31/2013                           |      | Dividends & Interest-May 2013 | 50.74       |
| 06/30/2013                           |      | Dividends & Interest-Jun 2013 | 105.56      |
| 07/31/2013                           |      | Dividends & Interest-Jul 2013 | 138.57      |
| 08/31/2013                           |      | Dividends & Interest-Aug 2013 | 58.83       |
| 09/30/2013                           |      | Dividends & Interest-Sep 2013 | 94.71       |
| Total Interest/Dividend Income       |      |                               | 1,840.15    |
| <b>Realized Gain/Loss-Securities</b> |      |                               |             |
| 09/30/2011                           |      | Market Gain/Loss-Sep 2011     | 144.41      |
| 11/30/2011                           |      | Market Gain/Loss-Nov 2011     | 50.92       |
| 01/31/2012                           |      | Market Gain/Loss-Jan 2012     | 56.28       |
| 02/29/2012                           |      | Market Gain/Loss-Feb 2012     | 1,112.80    |
| 03/31/2012                           |      | Market Gain/Loss-Mar 2012     | -36.01      |
| 04/30/2012                           |      | Market Gain/Loss-Apr 2012     | 168.54      |
| 05/31/2012                           |      | Market Gain/Loss-May 2012     | -29.55      |
| 06/30/2012                           |      | Market Gain/Loss-Jun 2012     | 79.45       |
| 07/31/2012                           |      | Market Gain/Loss-Jul 2012     | -115.62     |
| 08/31/2012                           |      | Market Gain/Loss-Aug 2012     | -171.00     |
| 10/31/2012                           |      | Market Gain/Loss-Oct 2012     | -20.48      |
| 12/31/2012                           |      | Market Gain/Loss-Dec 2012     | 1.60        |
| 01/31/2013                           |      | Market Gain/Loss-Jan 2013     | -51.89      |
| 02/28/2013                           |      | Market Gain/Loss-Feb 2013     | 1,333.39    |
| 03/31/2013                           |      | Market Gain/Loss-Mar 2013     | -45.16      |
| 04/30/2013                           |      | Market Gain/Loss-Apr 2013     | -8.45       |
| 05/31/2013                           |      | Market Gain/Loss-May 2013     | 67.99       |
| 06/30/2013                           |      | Market Gain/Loss- Jun 2013    | 66.10       |
| 07/31/2013                           |      | Market Gain/Loss- Jul 2013    | 99.08       |
| 08/31/2013                           |      | Market Gain/Loss- Aug 2013    | 154.60      |
| 09/30/2013                           |      | Market Gain/Loss- Sep 2013    | 698.58      |
| 10/31/2013                           |      | Market Gain/Loss- Oct 2013    | 415.10      |
| 11/30/2013                           |      | Market Gain/Loss- Nov 2013    | 70.19       |
| 12/31/2013                           |      | Market Gain/Loss- Dec 2013    | -44.28      |
| 03/31/2014                           |      | Market Gain/Loss- Mar 2014    | 123.99      |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date                                   | Name | Memo                       | Paid Amount |
|--|------|----------------------------|-------------|
| 04/30/2014                             |      | Market Gain/Loss- Apr 2014 | -164.23     |
| 05/31/2014                             |      | Market Gain/Loss- May 2014 | 749.75      |
| 07/31/2014                             |      | Market Gain/Loss- Jul 2014 | 1,261.73    |
| 08/31/2014                             |      | Market Gain/Loss- Aug 2014 | -12.36      |
| 09/30/2014                             |      | Market Gain/Loss- Sep 2014 | -6.30       |
| 10/31/2014                             |      | Market Gain/Loss- Oct 2014 | 3.53        |
| 11/30/2014                             |      | Market Gain/Loss- Nov 2014 | 170.22      |
| 02/28/2015                             |      | Market Gain/Loss- Feb 2015 | 1,479.67    |
| 03/31/2015                             |      | Market Gain/Loss- Mar 2015 | 398.41      |
| 08/31/2015                             |      | Market Gain/Loss- Aug 2015 | -55.73      |
| 09/30/2015                             |      | Market Gain/Loss- Sep 2015 | 55.83       |
| 10/31/2015                             |      | Market Gain/Loss- Oct 2015 | 625.50      |
| 11/30/2015                             |      | Market Gain/Loss- Nov 2015 | -64.18      |
| 12/31/2015                             |      | Market Gain/Loss- Dec 2015 | -739.41     |
| 01/31/2016                             |      | Market Gain/Loss- Jan 2016 | 154.18      |
| 02/29/2016                             |      | Market Gain/Loss- Feb 2016 | -2,647.87   |
| 05/31/2016                             |      | Market Gain/Loss- May 2016 | 825.32      |
| 06/30/2016                             |      | Market Gain/Loss- Jun 2016 | 364.71      |
| 07/31/2016                             |      | Market Gain/Loss- Jul 2016 | 693.57      |
| 08/31/2016                             |      | Market Gain/Loss- Aug 2016 | 520.57      |
| 10/31/2016                             |      | Market Gain/Loss- Oct 2016 | 5.91        |
| 11/30/2016                             |      | Market Gain/Loss- Nov 2016 | -39.93      |
| 12/31/2016                             |      | Market Gain/Loss- Dec 2016 | 707.41      |
| 01/31/2017                             |      | Market Gain/Loss- Jan 2017 | 878.31      |
| 02/28/2017                             |      | Market Gain/Loss- Feb 2017 | 442.45      |
| 05/31/2017                             |      | Market Gain/Loss- May 2017 | -29.45      |
| 06/30/2017                             |      | Market Gain/Loss- Jun 2017 | -17.60      |
| 08/31/2017                             |      | Market Gain/Loss- Aug 2017 | 705.47      |
| 09/30/2017                             |      | Market Gain/Loss- Sep 2017 | 1,273.00    |
| 10/31/2017                             |      | Market Gain/Loss- Oct 2017 | 1,192.01    |
| 11/30/2017                             |      | Market Gain/Loss- Nov 2017 | -101.96     |
| 12/31/2017                             |      | Market Gain/Loss- Dec 2017 | 1.79        |
| 01/31/2018                             |      | Market Gain/Loss- Jan 2018 | 1,857.99    |
| 03/31/2018                             |      | Market Gain/Loss- Mar 2018 | 5,073.47    |
| 04/30/2018                             |      | Market Gain/Loss- Apr 2018 | 397.13      |
| 05/31/2018                             |      | Market Gain/Loss- May 2018 | 324.59      |
| 06/30/2018                             |      | Market Gain/Loss- Jun 2018 | -6.11       |
| 07/31/2018                             |      | Market Gain/Loss- Jul 2018 | -134.09     |
| 09/30/2018                             |      | Market Gain/Loss- Sep 2018 | 2,751.48    |
| 10/31/2018                             |      | Market Gain/Loss- Oct 2018 | 486.84      |
| 11/30/2018                             |      | Market Gain/Loss- Nov 2018 | 821.19      |
| 12/31/2018                             |      | Market Gain/Loss- Dec 2018 | -39.73      |
| 01/31/2019                             |      | Market Gain/Loss- Jan 2019 | -25.28      |
| 02/28/2019                             |      | Market Gain/Loss- Feb 2019 | 1,386.14    |
| 03/31/2019                             |      | Market Gain/Loss- Mar 2019 | 552.29      |
| 04/30/2019                             |      | Market Gain/Loss- Apr 2019 | 278.45      |
| 05/31/2019                             |      | Market Gain/Loss- May 2019 | -382.37     |
| 06/30/2019                             |      | Market Gain/Loss- Jun 2019 | 2,013.82    |
| 07/31/2019                             |      | Market Gain/Loss- Jul 2019 | 544.52      |
| 09/30/2019                             |      | Market Gain/Loss- Sep 2019 | 2,602.29    |
| 10/31/2019                             |      | Market Gain/Loss- Oct 2019 | 1,984.14    |
| 11/30/2019                             |      | Market Gain/Loss- Nov 2019 | -25.35      |
| 12/31/2019                             |      | Market Gain/Loss- Dec 2019 | -32.73      |
| 02/28/2020                             |      | Market Gain/Loss-Feb 2020  | 1,433.32    |
| 03/30/2020                             |      | Market Gain/Loss-Mar 2020  | 277.14      |
| 05/30/2020                             |      | Market Gain/Loss-May 2020  | -267.60     |
| 06/29/2020                             |      | Market Gain/Loss-Jun 2020  | 988.99      |
| Total Realized Gain/Loss-Securities    |      |                            | 35,611.43   |
| <b>Unrealized Gain/Loss-Securities</b> |      |                            |             |
| 09/30/2011                             |      | Market Change-Sep 2011     | -768.83     |
| 10/31/2011                             |      | Market Change-Oct 2011     | 816.70      |
| 11/30/2011                             |      | Market Change-Nov 2011     | -96.42      |
| 12/31/2011                             |      | Market Change-Dec 2011     | -24.83      |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date       | Name | Memo                   | Paid Amount |
|------------|------|------------------------|-------------|
| 01/31/2012 |      | Market Change-Jan 2012 | 972.77      |
| 02/29/2012 |      | Market Change-Feb 2012 | -398.06     |
| 03/31/2012 |      | Market Change-Mar 2012 | -133.85     |
| 04/30/2012 |      | Market Change-Apr 2012 | -359.98     |
| 05/31/2012 |      | Market Change-May 2012 | -1,648.02   |
| 06/30/2012 |      | Market Change-Jun 2012 | 665.96      |
| 07/31/2012 |      | Market Change-Jul 2012 | 309.97      |
| 08/31/2012 |      | Market Change-Aug 2012 | 497.41      |
| 09/30/2012 |      | Market Change-Sep 2012 | 344.11      |
| 10/31/2012 |      | Market Change-Oct 2012 | -404.73     |
| 11/30/2012 |      | Market Change-Nov 2012 | 403.88      |
| 12/31/2012 |      | Market Change-Dec 2012 | 138.68      |
| 01/31/2013 |      | Market Change-Jan 2013 | 2,139.32    |
| 02/28/2013 |      | Market Change-Feb 2013 | -1,576.31   |
| 03/31/2013 |      | Market Change-Mar 2013 | 1,087.99    |
| 04/30/2013 |      | Market Change-Apr 2013 | 393.96      |
| 05/31/2013 |      | Market Change-May 2013 | 170.74      |
| 06/30/2013 |      | Market Change-Jun 2013 | -1,265.84   |
| 07/31/2013 |      | Market Change-Jul 2013 | 1,914.56    |
| 08/31/2013 |      | Market Change-Aug 2013 | -1,657.16   |
| 09/30/2013 |      | Market Change-Sep 2013 | 1,176.80    |
| 10/31/2013 |      | Market Change-Oct 2013 | 1,356.48    |
| 11/30/2013 |      | Market Change-Nov 2013 | 1,244.05    |
| 12/31/2013 |      | Market Change-Dec 2013 | 943.31      |
| 01/31/2014 |      | Market Change-Jan 2014 | -1,258.27   |
| 02/28/2014 |      | Market Change-Feb 2014 | 1,567.37    |
| 03/31/2014 |      | Market Change-Mar 2014 | 108.65      |
| 04/30/2014 |      | Market Change-Apr 2014 | 469.64      |
| 05/31/2014 |      | Market Change-May 2014 | 100.88      |
| 06/30/2014 |      | Market Change-Jun 2014 | 510.04      |
| 07/31/2014 |      | Market Change-Jul 2014 | -2,435.61   |
| 08/31/2014 |      | Market Change-Aug 2014 | 1,488.36    |
| 09/30/2014 |      | Market Change-Sep 2014 | -1,487.31   |
| 10/31/2014 |      | Market Change-Oct 2014 | 1,731.39    |
| 11/30/2014 |      | Market Change-Nov 2014 | 1,358.71    |
| 12/31/2014 |      | Market Change-Dec 2014 | -968.43     |
| 01/31/2015 |      | Market Change-Jan 2015 | -1,010.73   |
| 02/28/2015 |      | Market Change-Feb 2015 | 1,152.48    |
| 03/31/2015 |      | Market Change-Mar 2015 | -1,215.92   |
| 04/30/2015 |      | Market Change-Apr 2015 | 611.89      |
| 05/31/2015 |      | Market Change-May 2015 | 226.44      |
| 06/30/2015 |      | Market Change-Jun 2015 | -1,733.82   |
| 07/31/2015 |      | Market Change-Jul 2015 | 843.49      |
| 08/31/2015 |      | Market Change-Aug 2015 | -3,836.09   |
| 09/30/2015 |      | Market Change-Sep 2015 | -1,819.63   |
| 10/31/2015 |      | Market Change-Oct 2015 | 3,536.19    |
| 11/30/2015 |      | Market Change-Nov 2015 | 327.84      |
| 12/31/2015 |      | Market Change-Dec 2015 | -3,185.62   |
| 01/31/2016 |      | Market Change-Jan 2016 | -4,119.27   |
| 02/29/2016 |      | Market Change-Feb 2016 | 934.16      |
| 03/31/2016 |      | Market Change-Mar 2016 | 6,012.14    |
| 04/30/2016 |      | Market Change-Apr 2016 | 1,100.50    |
| 05/31/2016 |      | Market Change-May 2016 | 59.42       |
| 06/30/2016 |      | Market Change-Jun 2016 | 169.54      |
| 07/31/2016 |      | Market Change-Jul 2016 | 2,473.82    |
| 08/31/2016 |      | Market Change-Aug 2016 | -449.93     |
| 09/30/2016 |      | Market Change-Sep 2016 | 262.14      |
| 10/31/2016 |      | Market Change-Oct 2016 | -2,598.83   |
| 11/30/2016 |      | Market Change-Nov 2016 | 1,697.33    |
| 12/31/2016 |      | Market Change-Dec 2016 | 1,333.48    |
| 01/31/2017 |      | Market Change-Jan 2017 | 2,104.58    |
| 02/28/2017 |      | Market Change-Feb 2017 | 3,327.56    |
| 03/31/2017 |      | Market Change-Mar 2017 | 659.61      |
| 04/30/2017 |      | Market Change-Apr 2017 | 2,485.74    |
| 05/31/2017 |      | Market Change-May 2017 | 1,408.90    |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date                                  | Name | Memo                                 | Paid Amount |
|---------------------------------------|------|--------------------------------------|-------------|
| 06/30/2017                            |      | Market Change-Jun 2017               | -1,162.41   |
| 07/31/2017                            |      | Market Change-Jul 2017               | 2,572.55    |
| 08/31/2017                            |      | Market Change-Aug 2017               | 16.13       |
| 09/30/2017                            |      | Market Change-Sep 2017               | 551.33      |
| 10/31/2017                            |      | Market Change-Oct 2017               | 2,365.91    |
| 11/30/2017                            |      | Market Change-Nov 2017               | 3,075.91    |
| 12/31/2017                            |      | Market Change-Dec 2017               | 1,008.45    |
| 01/31/2018                            |      | Market Change-Jan 2018               | 5,761.88    |
| 02/28/2018                            |      | Market Change-Feb 2018               | -7,834.77   |
| 03/31/2018                            |      | Market Change-Mar 2018               | -7,049.56   |
| 04/30/2018                            |      | Market Change-Apr 2018               | 61.75       |
| 05/31/2018                            |      | Market Change-May 2018               | 1,373.91    |
| 06/30/2018                            |      | Market Change-Jun 2018               | -978.43     |
| 07/31/2018                            |      | Market Change-Jul 2018               | 5,489.96    |
| 08/31/2018                            |      | Market Change-Aug 2018               | 3,045.01    |
| 09/30/2018                            |      | Market Change-Sep 2018               | -2,439.89   |
| 10/31/2018                            |      | Market Change-Oct 2018               | -11,481.44  |
| 11/30/2018                            |      | Market Change-Nov 2018               | 2,097.32    |
| 12/31/2018                            |      | Market Change-Dec 2018               | -10,680.18  |
| 01/31/2019                            |      | Market Change-Jan 2019               | 10,496.17   |
| 02/28/2019                            |      | Market Change-Feb 2019               | 3,529.61    |
| 03/31/2019                            |      | Market Change-Mar 2019               | 2,426.94    |
| 04/30/2019                            |      | Market Change-Apr 2019               | 6,644.66    |
| 05/31/2019                            |      | Market Change-May 2019               | -6,895.54   |
| 06/30/2019                            |      | Market Change-Jun 2019               | 7,737.80    |
| 07/31/2019                            |      | Market Change-Jul 2019               | 605.78      |
| 08/31/2019                            |      | Market Change-Aug 2019               | -559.22     |
| 09/30/2019                            |      | Market Change-Sep 2019               | -225.54     |
| 10/31/2019                            |      | Market Change-Oct 2019               | 12.06       |
| 11/30/2019                            |      | Market Change-Nov 2019               | 3,719.33    |
| 12/31/2019                            |      | Market Change-Dec 2019               | 3,624.72    |
| 01/30/2020                            |      | Market Change-Jan 2020               | -4,003.34   |
| 01/31/2020                            |      | Market Change-Jan 2020               | 1,307.84    |
| 02/28/2020                            |      | Market Change-Feb 2020               | -29,274.95  |
| 03/30/2020                            |      | Market Change-Mar 2020               | -37,545.32  |
| 04/29/2020                            |      | Market Change-April 2020             | 47,505.26   |
| 05/30/2020                            |      | Market Change-May 2020               | 25,128.46   |
| 06/29/2020                            |      | Market Change-June 2020              | 9,724.95    |
| 07/30/2020                            |      | Market Change-Jul 2020               | 30,107.36   |
| 08/30/2020                            |      | Market Change-Aug 2020               | 31,948.86   |
| Total Unrealized Gain/Loss-Securities |      |                                      | 109,994.81  |
| Total Investment Income               |      |                                      | 185,381.09  |
| Total Income                          |      |                                      | 978,631.09  |
| Gross Profit                          |      |                                      | 978,631.09  |
| <b>Expense</b>                        |      |                                      |             |
| <b>Operational Expenses</b>           |      |                                      |             |
| <b>Investment Fees</b>                |      |                                      |             |
| 10/31/2011                            |      | Investment Fees-Oct 2011             | 17.07       |
| 12/31/2011                            |      | Investment Fees-Dec 2011             | 1.62        |
| 01/31/2012                            |      | Investment Fees-Jan 2012             | 41.99       |
| 02/29/2012                            |      | Investment Fees-Feb 2012             | 0.13        |
| 04/30/2012                            |      | Investment Fees-Apr 2012             | 109.38      |
| 07/31/2012                            |      | Investment Fees-Jul 2012             | 63.42       |
| 08/31/2012                            |      | Investment Fees-Aug 2012             | 0.48        |
| 10/31/2012                            |      | Investment Fees-Oct 2012             | 61.55       |
| 01/31/2013                            |      | Investment Fees-Jan 2013             | 131.85      |
| 02/28/2013                            |      | Investment Fees, Net Refund-Feb 2013 | -40.46      |
| 04/30/2013                            |      | Investment Fees-Apr 2013             | 102.04      |
| 07/31/2013                            |      | Investment Fees-Jul 2013             | 103.15      |
| 10/31/2013                            |      | Investment Fees-Oct 2013             | 92.15       |
| 01/31/2014                            |      | Investment Fees-Jan 2014             | 93.63       |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date       | Name | Memo                         | Paid Amount |
|------------|------|------------------------------|-------------|
| 04/30/2014 |      | Investment Fees-Apr 2014     | 95.23       |
| 07/31/2014 |      | Investment Fees-Jul 2014     | 118.14      |
| 10/31/2014 |      | Investment Fees-Oct 2014     | 133.03      |
| 01/31/2015 |      | Investment Fees-Jan 2015     | 139.61      |
| 04/30/2015 |      | Investment Fees-Apr 2015     | 130.96      |
| 05/31/2015 |      | Investment Fees-May 2015     | -38.32      |
| 06/30/2015 |      | Investment Fees-Jun 2015     | 42.39       |
| 07/31/2015 |      | Investment Fees-Jul 2015     | 56.28       |
| 08/31/2015 |      | Investment Fees-Aug 2015     | 46.68       |
| 09/30/2015 |      | Investment Fees-Sep 2015     | 45.83       |
| 10/31/2015 |      | Investment Fees-Oct 2015     | 45.21       |
| 11/30/2015 |      | Investment Fees-Nov 2015     | 49.28       |
| 12/31/2015 |      | Investment Fees-Dec 2015     | 64.37       |
| 01/31/2016 |      | Investment Fees-Jan 2016     | 78.04       |
| 02/29/2016 |      | Investment Fees-Feb 2016     | 76.32       |
| 03/31/2016 |      | Investment Fees-Mar 2016     | 76.06       |
| 04/30/2016 |      | Investment Fees-Apr 2016     | 79.75       |
| 04/30/2016 |      | Foreign Div Tax-Apr 2016     | 9.89        |
| 05/31/2016 |      | Investment Fees-May 2016     | 81.58       |
| 06/30/2016 |      | Investment Fees-Jun 2016     | 80.45       |
| 07/31/2016 |      | Investment Fees-Jul 2016     | 80.42       |
| 07/31/2016 |      | Foreign Div Tax-Jul 2016     | 12.13       |
| 08/31/2016 |      | Investment Fees-Aug 2016     | 82.52       |
| 09/30/2016 |      | Investment Fees-Sep 2016     | 83.11       |
| 09/30/2016 |      | Foreign Div Tax Adj-Sep 2016 | -3.08       |
| 10/31/2016 |      | Foreign Div Tax Adj-Oct 2016 | 8.90        |
| 10/31/2016 |      | Investment Fees-Oct 2016     | 83.46       |
| 11/30/2016 |      | Investment Fees-Nov 2016     | 82.09       |
| 12/31/2016 |      | Investment Fees-Dec 2016     | 91.50       |
| 01/31/2017 |      | Investment Fees-Jan 2017     | 98.76       |
| 01/31/2017 |      | Foreign Div Tax-Jan 2017     | 10.16       |
| 02/28/2017 |      | Investment Fees-Feb 2017     | 96.94       |
| 03/31/2017 |      | Investment Fees-Mar 2017     | 98.12       |
| 04/30/2017 |      | Investment Fees-Apr 2017     | 98.10       |
| 04/30/2017 |      | Foreign Div Tax-Apr 2017     | 9.59        |
| 05/31/2017 |      | Investment Fees-May 2017     | 97.23       |
| 06/30/2017 |      | Investment Fees-Jun 2017     | 97.09       |
| 06/30/2017 |      | Foreign Div Tax-Jun 2017     | 9.89        |
| 07/31/2017 |      | Investment Fees-Jul 2017     | 96.82       |
| 08/31/2017 |      | Investment Fees-Aug 2017     | 98.61       |
| 09/30/2017 |      | Investment Fees-Sep 2017     | 89.15       |
| 10/31/2017 |      | Investment Fees-Oct 2017     | 88.85       |
| 10/31/2017 |      | Foreign Div Tax-Oct 2017     | 10.11       |
| 11/30/2017 |      | Investment Fees-Nov 2017     | 87.20       |
| 12/31/2017 |      | Investment Fees-Dec 2017     | 113.28      |
| 01/31/2018 |      | Investment Fees-Jan 2018     | 101.60      |
| 01/31/2018 |      | Foreign Div Tax-Jan 2018     | 11.93       |
| 02/28/2018 |      | Investment Fees-Feb 2018     | 103.00      |
| 03/31/2018 |      | Investment Fees-Mar 2018     | 98.86       |
| 04/30/2018 |      | Investment Fees-Apr 2018     | 97.25       |
| 04/30/2018 |      | Foreign Div Tax-Apr 2018     | 10.63       |
| 05/31/2018 |      | Investment Fees-May 2018     | 92.51       |
| 06/30/2018 |      | Investment Fees-Jun 2018     | 93.48       |
| 07/31/2018 |      | Investment Fees-Jul 2018     | 93.45       |
| 07/31/2018 |      | Foreign Div Tax-Jul 2018     | 9.51        |
| 08/31/2018 |      | Investment Fees-Aug 2018     | 98.71       |
| 09/30/2018 |      | Investment Fees-Sep 2018     | 100.44      |
| 10/31/2018 |      | Investment Fees-Oct 2018     | 99.45       |
| 10/31/2018 |      | Foreign Div Tax-Oct 2018     | 10.00       |
| 11/30/2018 |      | Investment Fees-Nov 2018     | 93.04       |
| 12/31/2018 |      | Investment Fees-Dec 2018     | 95.23       |
| 01/31/2019 |      | Investment Fees-Jan 2019     | 97.65       |
| 01/31/2019 |      | Foreign Div Tax-Jan 2019     | 10.53       |
| 02/28/2019 |      | Investment Fees-Feb 2019     | 103.67      |
| 03/31/2019 |      | Investment Fees-Mar 2019     | 106.03      |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date                       | Name                             | Memo                                    | Paid Amount |
|----------------------------|----------------------------------|---|-------------|
| 04/30/2019                 |                                  | Investment Fees-Apr 2019                | 107.47      |
| 04/30/2019                 |                                  | Foreign Div Tax-Apr 2019                | 12.97       |
| 05/31/2019                 |                                  | Investment Fees-May 2019                | 109.56      |
| 06/30/2019                 |                                  | Investment Fees-Jun 2019                | 105.95      |
| 07/31/2019                 |                                  | Investment Fees-Jul 2019                | 110.00      |
| 07/31/2019                 |                                  | Foreign Div Tax-Jul 2019                | 14.02       |
| 08/31/2019                 |                                  | Investment Fees-Aug 2019                | 105.78      |
| 09/30/2019                 |                                  | Investment Fees-Sep 2019                | 101.76      |
| 10/31/2019                 |                                  | Investment Fees-Oct 2019                | 100.81      |
| 10/31/2019                 |                                  | Foreign Div Tax-Oct 2019                | 13.22       |
| 11/30/2019                 |                                  | Investment Fees-Nov 2019                | 101.13      |
| 12/31/2019                 |                                  | Investment Fees-Dec 2019                | 103.40      |
| 01/31/2020                 |                                  | Investment Fees-Jan 2020                | 185.52      |
| 01/31/2020                 |                                  | Foreign Div Tax-Jan 2020                | 13.25       |
| 02/28/2020                 |                                  | Investment Fees-Jan & Feb 2020          | 388.15      |
| 03/30/2020                 |                                  | Investment Fees-Mar 2020                | 344.59      |
| 04/29/2020                 |                                  | Investments Fees-April 2020             | 329.99      |
| 04/29/2020                 |                                  | Foreign Div Tax-Apr 2020                | 45.16       |
| 05/30/2020                 |                                  | Investment Fees-May 2020                | 349.46      |
| 06/29/2020                 |                                  | Investment Fees-Jun 2020                | 359.92      |
| 07/30/2020                 |                                  | Investments Fees-Jul 2020               | 365.40      |
| 08/30/2020                 |                                  | Investment Fees-Aug 2020                | 379.84      |
| Total Investment Fees      |                                  |   | 9,184.05    |
| Total Operational Expenses |                                  |   | 9,184.05    |
| <b>Programs Expense</b>    |                                  |   |             |
| <b>Grants</b>              |                                  |   |             |
| 06/03/2019                 | Hutto Education Foundation       | Distrubution ffrom Endowment            | 12,000.00   |
| Total Grants               |                                  |   | 12,000.00   |
| <b>Admin Fees</b>          |                                  |   |             |
| 09/30/2011                 | Greater Round Rock Community ... | Admin Fee - Balance of annual \$500 ... | 41.67       |
| 10/31/2011                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2011         | 16.14       |
| 11/30/2011                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2011         | 30.88       |
| 12/31/2011                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2011         | 35.53       |
| 01/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2012         | 35.55       |
| 02/29/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2012         | 36.38       |
| 03/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2012         | 37.00       |
| 04/30/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2012         | 36.97       |
| 05/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2012         | 36.75       |
| 06/30/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2012         | 35.36       |
| 07/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2012         | 36.02       |
| 08/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2012         | 36.14       |
| 09/30/2012                 | Greater Round Rock Community ... | Admin Fee - Balance of annual \$500 ... | 127.28      |
| 10/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2012         | 36.70       |
| 11/30/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2012         | 36.31       |
| 12/31/2012                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2012         | 42.12       |
| 01/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2013         | 58.71       |
| 02/28/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2013         | 60.32       |
| 03/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2013         | 60.16       |
| 04/30/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2013         | 61.06       |
| 05/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2013         | 61.32       |
| 06/30/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2013         | 61.51       |
| 07/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2013         | 60.55       |
| 08/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2013         | 62.21       |
| 09/30/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2013         | 60.95       |
| 10/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2013         | 62.54       |
| 11/30/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2013         | 63.95       |
| 12/31/2013                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2013         | 65.05       |
| 01/31/2014                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2014         | 65.92       |
| 02/28/2014                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2014         | 64.78       |
| 03/31/2014                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2014         | 66.07       |
| 04/30/2014                 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2014         | 66.28       |

11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| Date       | Name                             | Memo                            | Paid Amount |
|------------|----------------------------------|---------------------------------|-------------|
| 05/31/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2014 | 66.47       |
| 06/30/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2014 | 85.29       |
| 07/31/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2014 | 140.09      |
| 08/31/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2014 | 139.09      |
| 09/30/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2014 | 140.26      |
| 10/31/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2014 | 138.98      |
| 11/30/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2014 | 140.29      |
| 12/31/2014 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2014 | 141.51      |
| 01/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2015 | 140.98      |
| 02/28/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2015 | 139.99      |
| 03/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2015 | 142.19      |
| 04/30/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2015 | 141.49      |
| 05/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2015 | 141.87      |
| 06/30/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2015 | 142.03      |
| 07/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2015 | 140.56      |
| 08/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2015 | 141.28      |
| 09/30/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2015 | 137.95      |
| 10/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2015 | 136.44      |
| 11/30/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2015 | 139.88      |
| 12/31/2015 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2015 | 212.09      |
| 01/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2016 | 209.28      |
| 02/29/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2016 | 205.86      |
| 03/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2016 | 204.32      |
| 04/30/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2016 | 209.28      |
| 05/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2016 | 210.16      |
| 06/30/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2016 | 210.78      |
| 07/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2016 | 211.44      |
| 08/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2016 | 214.06      |
| 09/30/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2016 | 214.01      |
| 10/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2016 | 214.21      |
| 11/30/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2016 | 211.98      |
| 12/31/2016 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2016 | 251.37      |
| 01/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2017 | 291.47      |
| 02/28/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2017 | 293.79      |
| 03/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2017 | 296.78      |
| 04/30/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2017 | 297.23      |
| 05/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2017 | 299.18      |
| 06/30/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2017 | 300.27      |
| 07/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2017 | 299.55      |
| 08/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2017 | 301.62      |
| 09/30/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2017 | 302.11      |
| 10/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2017 | 303.55      |
| 11/30/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2017 | 306.45      |
| 12/31/2017 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2017 | 369.82      |
| 01/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2018 | 432.07      |
| 02/28/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2018 | 438.26      |
| 03/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2018 | 431.48      |
| 04/30/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2018 | 429.73      |
| 05/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2018 | 430.16      |
| 06/30/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2018 | 431.38      |
| 07/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2018 | 430.94      |
| 08/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2018 | 435.52      |
| 09/30/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2018 | 437.89      |
| 10/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2018 | 438.12      |
| 11/30/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2018 | 429.24      |
| 12/31/2018 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2018 | 462.04      |
| 01/31/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2019 | 545.14      |
| 02/28/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2019 | 554.12      |
| 03/31/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2019 | 558.04      |
| 04/30/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2019 | 560.46      |
| 05/31/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2019 | 566.70      |
| 06/30/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2019 | 553.00      |
| 07/31/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2019 | 559.23      |
| 08/31/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2019 | 560.86      |
| 09/30/2019 | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Sep 2019 | 560.37      |



11:40 AM

09/18/20

Cash Basis

**Greater Round Rock Community Foundation, Inc.**  
**Hutto Education Foundation Endowment**  
**As of August 31, 2020**

| <u>Date</u>             | <u>Name</u>                      | <u>Memo</u>                     | <u>Paid Amount</u> |
|-------------------------|----------------------------------|---------------------------------|--------------------|
| 10/31/2019              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Oct 2019 | 562.47             |
| 11/30/2019              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Nov 2019 | 564.79             |
| 12/31/2019              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Dec 2019 | 602.50             |
| 01/31/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jan 2020 | 710.08             |
| 02/29/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Feb 2020 | 708.34             |
| 03/31/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Mar 2020 | 637.02             |
| 04/30/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Apr 2020 | 606.03             |
| 05/31/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-May 2020 | 645.56             |
| 06/30/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jun 2020 | 665.98             |
| 07/31/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Jul 2020 | 676.12             |
| 08/31/2020              | Greater Round Rock Community ... | Admin Fee @ 1/12 of 1%-Aug 2020 | 700.82             |
| Total Admin Fees        |                                  |                                 | 27,959.94          |
| <b>Other - Programs</b> |                                  |                                 |                    |
| 02/27/2020              |                                  | To set up Hutto EF Agency Fund  | 57,000.00          |
| Total Other - Programs  |                                  |                                 | 57,000.00          |
| Total Programs Expense  |                                  |                                 | 96,959.94          |
| Total Expense           |                                  |                                 | 106,143.99         |
| Net Ordinary Income     |                                  |                                 | 872,487.10         |
| <b>Net Income</b>       |                                  |                                 | <b>872,487.10</b>  |

**THE TSTC FOUNDATION**

3801 Campus Drive  
Waco, Texas 76705

O: 254-867-3900

F: 254-867-3997

Mrs. Samples and Mr. Walker,

In the Summer of 2018, The City of Hutto created a scholarship to support Students from Hutto to planned to attend TSTC in Williamson County during the beginning of their academic journey. In the Spring of 2019 The TSTC Foundation and Hutto Education Foundation announced our partnership to extend that support through future semesters as well, beginning in the Summer of 2020.

This Spring we awarded \$5,500 in scholarships to 12 Hutto students, and project to surpass that for the upcoming semester. The TSTC Foundation is requesting \$5,000 from The Hutto Education Foundation. This would fund up to 10 students from Hutto High School that are attending either the Hutto or Waco campuses for one semester.

We greatly appreciate your continued advocacy and support. With your help we're continuing to increase the number of Hutto students that are skilled and find gainful employment right here in their own backyards.

Very Respectfully,

Michael J. Smith  
Senior Field Development Officer  
Texas State Technical College

**THE TSTC FOUNDATION**

3801 Campus Drive  
Waco, Texas 76705

O: 254-867-3900

F: 254-867-3997

**[TSTCFoundation.org](http://TSTCFoundation.org)**

A not-for-profit foundation for the sole benefit of Texas State Technical College and its students



**Commissioners Court - Regular Session****45.****Meeting Date:** 10/20/2020

Breast Cancer Presentation

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on resolution recognizing the month of October as "Breast Cancer Awareness Month".

**Background**

Women young and old are diagnosed with breast cancer. It has impacted many of our families, including some of our Williamson County family. In 2019, it was estimated that 17,921 Texas women would be diagnosed with breast cancer. An estimated 3,213 were expected to die from it. Breast cancer is the second most common cause of cancer death in Texas women. It is important for women to receive annual breast screenings, as the likelihood of survival drastically improves if the disease is discovered early during Stage-1.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:23 AM

Started On: 10/15/2020 09:00 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents:*

That on the 20<sup>th</sup> day of October 2020 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge  
Terry Cook, Commissioner Precinct One  
Cynthia P. Long, Commissioner Precinct Two  
Valerie Covey, Commissioner Precinct Three  
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

**RESOLUTION**

**WHEREAS**, one in eight women will be diagnosed with breast cancer sometime during their lifetime; and

**WHEREAS**, in 2019, an estimated 268,600 new cases of invasive breast cancer were diagnosed among women and approximately 2,700 more cases diagnosed in men; and

**WHEREAS**, the breast cancer death rate is decreasing due to improvements in treatment and earlier detection; and

**WHEREAS**, the rate of survival dramatically increases when breast cancer is diagnosed early at Stage-1, with a recent study showing that 4-year relative survival was 98% or greater; and

**WHEREAS**, according to American Cancer Society, only 30% of uninsured women were up do date with breast cancer screening in 2018, compared to 64% of insured women; and

**WHEREAS**, COVID-19 has further increased the number of uninsured women that have not received vital healthcare screenings, due to shut down of diagnostic facilities and fear of the global pandemic; and

**WHEREAS**, the Williamson County Commissioners Court encourages all women to receive breast cancer screenings and preventative healthcare that can save lives.

**NOW THEREFORE, BE IT RESOLVED**, that the Williamson County Commissioners Court declares the month of October as “Breast Cancer Awareness Month”.

**RESOLVED THIS 20<sup>th</sup> Day of October 2020.**

---

Bill Gravell, Jr., County Judge

**Commissioners Court - Regular Session****46.****Meeting Date:** 10/20/2020

Breast Cancer Presentation

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on presentation on breast cancer and allocation of HUD CDBG CARES funds for breast cancer screening and treatment of other medically deferred healthcare during COVID-19 pandemic.

**Background**

There are two allocations of CDBG CARES funding that the County can receive with amendment of the last approved action plan. The two CDBG CARES allocations are in the amounts of \$939,026 and \$1,343,984.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Breast Cancer Presentation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:33 AM

Started On: 10/15/2020 09:49 AM



October is  
Breast Cancer  
Awareness  
Month



Breast Cancer can effect women of  
all races from age 20 to 80's





It impacts our grandmothers, mothers, aunts, daughters, nieces and grand-daughters.



1 in 8 women will be diagnosed with Breast Cancer in their lifetime.





But...Breast Cancer also impacts the patients' Families, Friends and Children too.







**EARLY  
DETECTION  
SAVES  
LIVES**

The overall breast cancer death rate has declined by 40% from 1989 to 2017.



The decline in mortality is due to both improved treatments and earlier detection.



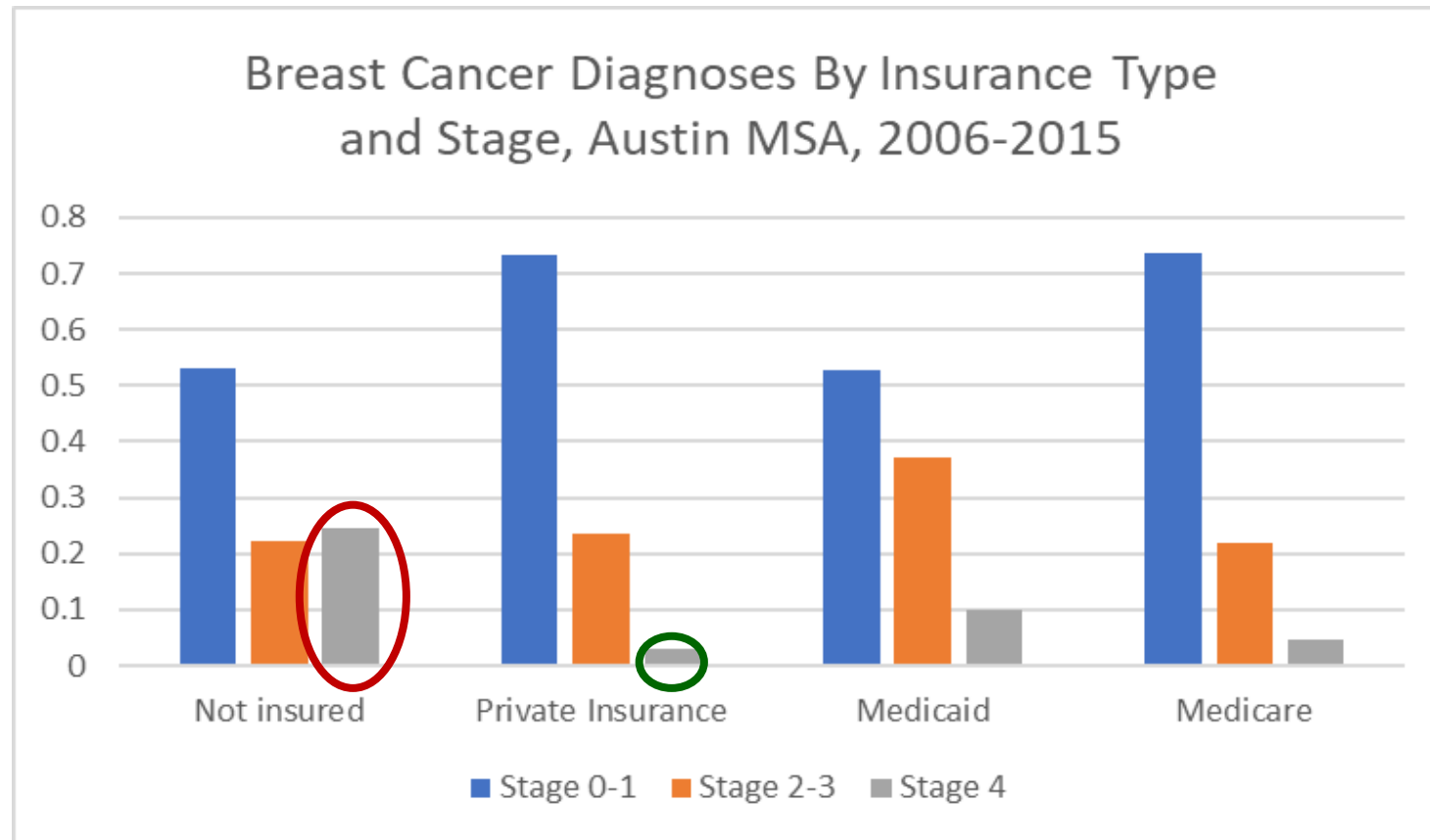


**Breast Cancer Awareness Month**

Survival of  
women  
diagnosed with  
Stage-1 breast  
cancer is 98% or  
higher.



Hope decreases if you are uninsured –  
Especially during the COVID-19 Pandemic.



# COVID-19 Shutdowns & FEAR



- All non-emergent medical procedures were stopped for 2+ months.
- Women (and men) had procedures cancelled.
- Many were fearful of contracting COVID & did not reschedule lifesaving screenings.





# We can make a difference in Wilco!

Wilco has available CDBG CARES funds of \$939K and \$1.3M. With part of this money, we can:

- ❖ Provide breast screenings.
- ❖ Provide Outreach to educate on importance of health screenings.
- ❖ Provide PPE to prevent COVID-19 spread.
- ❖ Provide postponed health procedures, tests & immunizations for uninsured, Lo-Mod residents of Williamson County.
- ❖ Provide other wellness and mental health services needed but delayed due to fear and anxiety created by COVID-19.
- ❖ Pay for care of women identified with breast cancer, who would potentially die if left untreated.



A large pink ribbon is positioned over the word "FIGHTS" in the graphic.

NO ONE  
FIGHTS  
*alone*

Williamson County  
can help make a  
difference!



**Commissioners Court - Regular Session****47.****Meeting Date:** 10/20/2020

Veterans Treatment Court Funding

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on contingency plan for funding of Williamson County Veterans Treatment Court for FY-2020/2021.

**Background**

The Williamson County Veterans Treatment Court is an extremely successful program that has been transformational in the lives of veterans that have served our country. The program has been funded through the Office of the Governor since its inception. Currently, we have not been notified if grant funding will be awarded for the state fiscal year that began September 1st. We have learned that no new programs will be considered this year, due to COVID-19 and existing programs were asked to reduce requested budgets by 5%. With grant funding still pending, a contingency plan has been proposed to help keep the VTC program operational. This is especially important during the COVID-19 pandemic, as there is a need for close monitoring of veterans (many of which have co-occurring mental health and substance abuse disorders) that are compounded during these stressful times.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 11:42 AM

Started On: 10/15/2020 11:12 AM

**Commissioners Court - Regular Session****48.****Meeting Date:** 10/20/2020

AgriLife Extension Service Agreement

**Submitted By:** Katherine Whitney, Extension Service**Department:** Extension Service**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

FY21 Williamson County Salary Agreement

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Katherine Whitney

Final Approval Date: 10/15/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/14/2020 09:10 AM

10/15/2020 09:48 AM

Started On: 10/14/2020 08:28 AM

**TEXAS AGRILIFE EXTENSION SERVICE  
SALARY CONTRIBUTION AGREEMENT**

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

**RECITALS**

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I  
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II  
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

- A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
- B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
- C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III  
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2020, and ending September 30, 2021. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV  
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

- A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be \$123,698.03 (which consist of a \$121,272.58 contribution towards the Agency's extension agents' salaries plus \$2,425.45 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of \$123,698.03) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

- B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V  
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI  
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party's funds to meet said obligations.

ARTICLE VII  
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII  
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX  
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X  
TERMINATION

This Agreement may be terminated:

- A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

ARTICLE XI  
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII  
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII  
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV  
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV  
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.



ARTICLE XVI  
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII  
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII  
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**WILLIAMSON COUNTY, TEXAS**

**TEXAS A&M AGRILIFE EXTENSION  
SERVICE**

BY: \_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge

BY:  \_\_\_\_\_  
Dr. Jeff Hyde  
Director

Date: \_\_\_\_\_, 2020

Date: October 5, 2020

**Commissioners Court - Regular Session****49.****Meeting Date:** 10/20/2020

Orphan Kitten Grant Request

**Submitted For:** Misty Valenta**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

**Background**

During the months of spring through early fall, the Williamson County Regional Animal Shelter receives an increased number of cats and kittens. This particular grant application, if awarded, would provide \$15,000 to cover all costs associated with hiring a temporary position to aid in the care of kittens 12 weeks and younger.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Orphan Kitten Grant

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 10/01/2020

**Reviewed By**

Andrea Schiele

**Date**

10/01/2020 01:42 PM

Started On: 10/01/2020 01:08 PM

|   |  |
|---|--|
| Grant Title/Project Name:   | Orphan Kitten Club   |
| Department:   | Animal Services  |
| Requestor:  | Misty Valenta  |
| Contact Email:  | mvalenta@wilco.org   |
| Contact Phone Number:   | 512-943-3597   |
| Start Date:   | 4/1/2021   |
| End Date:   | 9/30/2021  |
| Please select request category:   | Personnel  |
| Describe the purpose of the grant in detail to include all requirements.  | The purpose of this grant is to fund a seasonal temporary employee during our busiest months of kitten intake (April - September). This temporary employee will work directly with some of our most vulnerable animals, kittens. |
| Select the type of grant your department is applying for:   | Private Foundation   |
| What is the amount of the grant?  | \$15,000.00  |
| Please provide a breakdown of the total cost above.   | Funding the entire cost of a seasonal temporary position.  |
| Is there a match requirement?   | No   |
| What is the source of the match?  |  |
| Does the grant cover the cost of the request 100%?  | Yes  |
| If not, how much is left unpaid?  |  |
| What is the plan to obtain grants/funds for the remaining amount?   |  |
| List other similar assets in the County and/or region and if they are available for use?  |  |
| How is this asset request different from any similar assets currently in the County and/or region?  |  |
| What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?  |  |
| How often do these events occur?  |  |
| Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel? |  |
| Where will the asset be stored?   |  |
| What is the useful life of the asset?   |  |
| Will a replacement be requested from general funds when useful life has been exhausted?   |  |
| Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?  |  |
| Does this asset require insurance coverage?   |  |
| If yes, what is the estimate of asset insurance   |  |

|  |   |
|--|---|
| coverage?  |   |
| Will this asset require on-going maintenance?<br>Please describe the maintenance required along with an estimate for these costs.                            |   |
| How will this asset be funded when the grant ends?   |   |
| What is the impact if the grant is not received?   |   |
| New Personnel position is:   | Full Time   |
| Where will this position office?   | Animal Shelter Kitten Nursery   |
| Who will this position report to?  | Erin Duran  |
| What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.                     | <ol style="list-style-type: none"> <li>1. Providing work up examinations of kittens younger than 12 weeks of age. - 50%</li> <li>2. Working with Foster/Volunteer Coordinator to identify and place kittens into foster homes. - 5%</li> <li>3. Feeding bottle baby kittens as needed. - 10%</li> <li>4. Providing standard kennel care in the Kitten Nursery and the Cat Maternity Ward including cleaning, feeding, and daily rounds. - 30%</li> <li>5. Assisting with other kitten needs as necessary. - 5%</li> </ol> |
| Will this position take over tasks from current County employee?   | No  |
| If yes, please explain the impact to current employee.   |   |
| How will this position be funded when the grant ends?  | Fundraising through the animal shelter's donors and donations taken during the intake of orphaned kittens and pregnant mother cats.   |
| Does this position or a similar position currently exist within the department?  | No  |
| If "yes" how many of these similar positions exist   |   |
| Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice). | Receiving a kitten into an animal shelter requires a skilled individual to assess the kitten and provide the care needed. The cat staff does a remarkable job assisting the cats through most of the year. When the monthly cat intake jumps from 242 (Jan. 2020) to 423 (June 2020), having an individual to assist is lifesaving to those almost 200 additional cats and kittens.   |
| Describe how workload will be accomplished/re-allocated should grant not be approved.  | The temporary position will work in line with fellow cat staff members. They will also act as a liaison from the cat team to the Foster/Volunteer Coordinator to seamlessly link the two programs.  |
| List other similar items in the County and/or region and if they available for use?  |   |
| How is this item request different from any similar assets currently in the County and/or region?  |   |
| What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?  |   |
| Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?                                  |   |
| Please explain how this item will create the need for more or less personnel (or mark n/a for no   |   |

|   |   |
|---|---|
| change)?  |   |
| Where will the item be stored?  |   |
| What is the useful life of the item?  |   |
| Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)? |   |
| Does this item require insurance coverage?  |   |
| Will this item require any form of licensing?   |   |
| Will this item require on-going maintenance?<br>Please describe the maintenance required along with an estimate for these costs?  |   |
| How will this item be funded when the grant ends?   |   |
| What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)  | All donations raised by this position will help fund its future.  |
| Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.                | \$0   |
| What is the cost and frequency to maintain/update the additional equipment?   | \$0   |
| What is the impact of this grant application on other internal/county departments?  | Internally at Animal Services, this grant will provide us with an extra temporary staff member during our busiest season. This will allow staff to properly care for each individual and to handle the influx of kittens during the summer. |
| If yes, what is the estimate of that license fee?   |   |
| If yes, what is the estimate of insurance coverage?   |   |
| Will a replacement be requested from general funds when useful life has been exhausted? (OR)                                      |   |
| If yes, how much is the match amount?   |   |
| ID  | 63  |
| Version   | 2.0   |
| Attachments   | False   |
| Created   | 10/1/2020 12:53 PM  |
| Created By  | Misty Valenta   |
| Modified  | 10/1/2020 1:04 PM   |
| Modified By   | Misty Valenta   |

**Commissioners Court - Regular Session****50.****Meeting Date:** 10/20/2020

WCCHD - EMS NACCHO Grant

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving an interlocal agreement between Williamson County and Williamson County and Cities Health District for EMS assistance with National Association of County and City Health Officials grant implementation.

**Background**

Approval will allow for the use of Williamson County EMS Community Health Paramedic personnel for planning and training related to the grant from National Association of County and City Health Officials. Participation was approved by the Williamson County Commissioners Court on 9/15/2020. Agreement has been reviewed and approved by WilCo legal, purchasing, and audit. WCCHD is undertaking this agreement as part of a pre-authorized COVID-19 response action and will ratify the agreement at its regular meeting on November 5, 2020.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

ILA

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 10/01/2020

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

10/01/2020 12:02 PM

10/01/2020 01:17 PM

Started On: 10/01/2020 11:35 AM

**INTERLOCAL AGREEMENT  
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT  
AND WILLIAMSON COUNTY, TEXAS,  
FOR ASSISTANCE WITH GRANT IMPLEMENTATION  
(Use of Community Health Paramedic Personnel for Planning/Training)  
(Grant from National Association of County and City Health Officials)**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the “Health District”), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the “County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County are herein referred to collectively as the “Parties” and individually as “Party.”

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services.

**WHEREAS**, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedic Personnel to work together for planning and training to develop COVID-19 response capacity

**WHEREAS**, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. AUTHORITY**

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

**2. PURPOSE**

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is promote public health and safety by authorizing the use of Community Health Paramedic Personnel for planning and training to assist implement a grant from the National Association of County and City Health Officials (NACCHO) for building local COVID-19 response operational capacity.

**3. TERM**

3.1 The term of this Agreement shall extend from the effective date hereof until the first anniversary of the effective date or upon completion of the Scope of Work set forth in the attached Exhibit A, whichever is sooner.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the term

#### **4. OBLIGATIONS OF THE HEALTH DISTRICT**

4.1 The Health District will pay \$47,000.00 to the County from grant funding received by the Health District from the National Association of County and City Health Officials to assist with building COVID-19 response operational capacity.

4.2 Payments will be made by the Health District to the County pursuant to the following schedule: \$23,500 by January 31, 2021; and \$23,500 after receipt of funds from NACCHO for July 31, 2021 invoice. The Health District requests that the County submit invoices for each of these payments, to document the transactions for the grant funder.

#### **5. OBLIGATIONS OF COUNTY**

5.1 The County will use its Community Health Paramedic Personnel to provide certain planning and training services as set forth in the Scope of Work contained in the attached Exhibit A, which is incorporated for all purposes.

**5.2 It is understood and agreed that the County shall only be responsible for the scope of work items set forth in attached Exhibit A and the Health District is responsible for the administration of all other grant-required scope of work items as well as all reporting and all other grant requirements.**

#### **6. LIABILITY**

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

#### **7. TERMINATION FOR CONVENIENCE**

7.1 Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.



7.2 In the event this Agreement is terminated prior to completion of the Scope of Work, the Parties agree to reasonably allocate the payments required under Section 4 to correspond to the portion of the Scope of Work that has been completed by the County.

## **8. NOTICE**

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

*If to Williamson County:*

**Name:** Hon. Bill Gravell, Williamson County Judge

**Address:** 710 Main St.  
Georgetown, Texas 78626

*If to Health District:*

**Name:** Derrick L. Neal, MPA, Executive Director

**Address:** 355 Texas Ave.  
Round Rock, Texas 78664

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

## **9. DISPUTE RESOLUTION**

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the Health District and the County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 The Health District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## 10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

**APPROVED** by the Williamson County and Cities Health District, in its meeting held on the 31<sup>st</sup> day of March, 2020, and executed by its authorized representative.

**WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT**

By: 

Printed Name: Derrick L. Neal

Date Signed: October 1, 2020

**APPROVED** by the Commissioners Court of Williamson County in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and executed by its authorized representative.

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date Signed: \_\_\_\_\_

**EXHIBIT A – Scope of Work Items for County Community Health Paramedic Personnel** (Incorporated herein for all purposes)

Community Health Paramedic (CHP) personnel will assist WCCHD with completing the following NACCHO grant deliverables:

Baseline:

“Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and conducting Infection Control Assessment and Response (ICAR) assessments with high-risk facilities.

3.3. Develop a prioritized list of facilities to target for outreach and response activities

3.4. Complete and track at least 40 outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)”

Supplemental:

“Task A: Provision of additional support to high-risk facilities requiring further education or assistance

A. 1. Documentation of participation in at least 10 of the calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state healthcare associated infection (HAI) program or other entity) to provide additional education or assistance to address gaps identified through the assessment.

Task B: Develop materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support local health department (LHD) implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities”

B. 1. Development of at least 6 materials including:

- One modified ICAR tool
- One survey tool to collect census, personal protective equipment (PPE) needs
- One ICAR training presentation
- One long term care facility cluster process
- Two other resources in response to identified needs."

**Commissioners Court - Regular Session****52.****Meeting Date:** 10/20/2020

Investigative Statement Analysis training for Sheriff's Office

**Submitted For:** Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to authorize Williamson County to enter into a contract with Public Agency Training Council (PATC) to host the Investigative Statement Analysis training for the Sheriff's Office. (Funds will be provided by the Cold Case Task Force and Coalition grant previously awarded by the Criminal Justice Division Criminal Justice Program).

**Background**

Williamson County Sheriff's Office is seeking approval for Williamson County to enter into a contract with Public Agency Training Council to host the 2 1/2 day Investigative Statement Analysis training. The funder has approved this training and it will be paid in full by grant funds. The Williamson County Sheriff's Office was approved to accept this grant on October 15, 2019 by the Commissioners Court.

Staff recommends the following action: Approve Williamson County to enter into this contract and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Cold Case Training Contract

---

**Form Review**

| Inbox                        | Reviewed By    | Date                            |
|------------------------------|----------------|---------------------------------|
| Hal Hawes                    | Hal Hawes      | 10/01/2020 02:36 PM             |
| Sheriff (Originator)         | Brenda Staples | 10/01/2020 02:45 PM             |
| Hal Hawes                    | Hal Hawes      | 10/01/2020 03:22 PM             |
| Sheriff (Originator)         | Brenda Staples | 10/05/2020 03:34 PM             |
| Hal Hawes                    | Hal Hawes      | 10/05/2020 03:38 PM             |
| Sheriff (Originator)         | Brenda Staples | 10/05/2020 04:54 PM             |
| Hal Hawes                    | Hal Hawes      | 10/05/2020 05:00 PM             |
| County Judge Exec Asst.      | Andrea Schiele | 10/06/2020 08:42 AM             |
| Form Started By: Starla Hall |                | Started On: 10/01/2020 10:05 AM |

Final Approval Date: 10/06/2020



Public Agency Training Council  
2230 Stafford Rd., STE 115, PMB 379  
Plainfield, Indiana 46168

1-800-365-0119 • [www.patc.com](http://www.patc.com) • E-mail: [scoomer@patc.com](mailto:scoomer@patc.com)



## AGENCY AGREEMENT

This Agreement by and between the Williamson County Sheriff's Office "Agency", Georgetown, Texas, acting by and through Williamson County Commissioners Court and Aegean, LLC d/b/a Public Agency Training Council ("PATC"), Indianapolis, IN.

I. PATC agrees to provide a two and a half day (20 hour) Training Module "Investigative Statement Analysis" on November 16, 17, and 18, 2020 in Georgetown, Texas.

II. Location of Training:

TBT

III. It is Agency's responsibility to contact PATC with any changes.

**Please Initial:**

IV. The fee for service is inclusive of:

- A. Instructor Fees- To include travel and housing
- B. Certificate of Completion

V. Williamson County agrees to:

- A. Pay a Fee of \$8,500.00
- B. Remittance **must** be made payable and **mailed** to:

Public Agency Training Council  
2230 Stafford Rd., STE 115, PMB 379

Plainfield, IN 16168  
 Federal ID: 47-4078912

**This box must be initialed to verify the reading and understanding of payment process**

C. **Training fees are for up to 50 attendees:** *With a maximum of sixty [60] attendees; a fee of \$100.00 will be assessed for each attendee over fifty [50]*

D. **Fee for service and terms of agreement valid ten days from receipt of agreement**

**This box must be initialed to verify the reading and understanding of the assessment fees**





Public Agency Training Council  
2230 Stafford Rd., STE 115, PMB 379  
Plainfield, Indiana 46168

1-800-365-0119 • [www.patc.com](http://www.patc.com) • E-mail: [scoomer@patc.com](mailto:scoomer@patc.com)



### AGENCY AGREEMENT (continued)

- VI. Any modification to this Agreement will be made in writing with the same formality as this Agreement.
- VI. Either party may cancel this agreement by written notice within 30 days of scheduled start date of training.
- VII. This is the entire Agreement by and between the parties and no other representations or promises have been made to either party as an inducement to enter into this agreement.
- VIII. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- IX. Each party represents and warrants to each other that the signators executing this agreement is an authorized Representative of the party executing the same and is cloaked with the authority to bind Williamson County and PATC, as the case may be, to this contractual obligation.

IN WITNESS WHEREOF: the parties here unto set their hands and seals on the date indicated.

Aegean, LLC d/b/a  
Public Agency Training Council

Mark Waterfill

By: Mark Waterfill, President

Date: October 1, 2020

Williamson County Sheriff's Office, Acting by and through the Williamson County Commissioners Court

By: Judge Bill Gravell, Jr.

Title: County Judge

Date:

**Please return one copy to:**

Public Agency Training Council, 2230 Stafford Rd., STE 115, PMB 379  
Plainfield, Indiana 46168  
800-365-0119

**Commissioners Court - Regular Session****53.****Meeting Date:** 10/20/2020

Vehicle Reimbursement Agreement with Celebration Church for County Sheriff

**Submitted For:** Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with Celebration Church to be effective October 20, 2020. (Traffic control and security during various church services).

**Background**

This is the annual renewal agreement that will give permission for Celebration Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 20, 2020 and will terminate on September 30, 2021.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Celebration Church

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/13/2020

**Reviewed By**

Andrea Schiele

**Date**

10/13/2020 08:43 AM

Started On: 10/13/2020 06:56 AM

|                      |   |                                |
|----------------------|---|--------------------------------|
| STATE OF TEXAS       | § | VEHICLE REIMBURSEMENT          |
|                      | § | AGREEMENT WITH                 |
|                      | § | NON-GOVERNMENTAL               |
|                      | § | ORGANIZATION                   |
|                      | § | REGARDING OFF-DUTY             |
| COUNTY OF WILLIAMSON | § | CONTRACTING OF COUNTY DEPUTIES |

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st October 2020, and shall terminate on September 30, 2021. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Celebration Church

Signature: Sheryl Knorre

Printed Name: Sheryl Knorre

Title: Executive Director

Date: 10/1, 2020

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: RtG

Date: October 12, 2020

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_

Bill Gravell, Jr.  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session****54.****Meeting Date:** 10/20/2020

Approval of SO Fuel Blanket

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman in the amount of \$650,000 pursuant to Omnia International Contract #R161501.

**Background**

Approval of this blanket purchase order will support the operations of the Williamson County Sheriff's Office. Blanket is for fuel for the FY21 fiscal year from October 1st, 2020 to September 30th, 2021. There is no attachment for this purchase as it is a blanket PO. This expenditure will be charged to 01.0100.0560.003301. Department contact is Chief Tim Ryle.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:09 AM

10/15/2020 11:45 AM

Started On: 10/12/2020 04:04 PM

**Commissioners Court - Regular Session****55.****Meeting Date:** 10/20/2020

Sheriff's Office Vehicles Purchase

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of seventeen (17) 2020 Chevrolet Tahoes with upfitting from Holiday Chevrolet in the amount of \$876,670 pursuant to Tarrant County Cooperative Contract #'s 2019-014 for the vehicles and 2019-181 for the upfitting.

**Background**

Approval of this purchase will support the operations of the Williamson County Sheriff's Office. These units will be replacements. The three quotes are attached that detail the different types of vehicles and the upfitting. Ten (10) will be patrol units to replace SB1430, SB1516, SB1520, SB1521, SB1631, SB1638, SB1640, SB1642, SB1644, and SB1645. Six (6) will be slick top patrol units to replace SA1557, SB1445, SB1575, SB1576, SB1577, and SB1305. One (1) K9 unit will replace SB1727. This expenditure will be charged to 01.0100.0560.005700. Department contact is Chief Tim Ryle.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Patrol Quote

Slick Top Patrol Quote

K9 Unit Quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:38 AM

10/15/2020 12:08 PM

Started On: 10/14/2020 11:27 AM



**845 West FM 407  
Argyle, TX 76226**

|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 8/31/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                       |
|-------------------------|-----------------------|
| <b>Customer Contact</b> | Micah Koite           |
| <b>Customer Phone</b>   | 512-943-3373          |
| <b>Customer E-mail</b>  | micah.koite@wilco.... |
| <b>Estimate #</b>       | 28740                 |

Vehicle Base Color - Black

[illegible]

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

10

### Total Vehicle Order Cost

**\$512,550.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost   | Total  |
|--|----------|------|--------|--------|
| Vehicle titles should be in the name & address of:<br>Williamson County<br>Attn: Hillary McCoy<br>710 S. Main St., Suite 301<br>Georgetown, Texas 78626<br><br>For Payment Email Invoice only to:<br><br>SO-AP@wilco.org<br><br>Williamson County<br>Attn: Peggy Braun<br>508 S. Rock St.<br>Georgetown, TX 78626<br>512-943-1100<br><br>Per Micah on 06/18/19<br><br>Ship paperwork to:<br>Kevin Teller - Fleet Director<br>c/o Williamson Co TX SO<br>3151 SE Inner Loop-Suite B<br>Georgetown, TX 78626<br>512-943-3368 |          |      |        |        |
| Williamson Co TX SO - WO # - Work Order  |          |      |        |        |
| Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced  |          |      |        |        |
| No Paint or Graphics on these Units.   |          |      |        |        |
| Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181  |          |      |        |        |
| Extra Ignition Key, Tahoe  |          | 2    | 45.00  | 90.00  |
| Key FOB, 2020 Chevrolet Tahoe RWD 9C1  |          | 2    | 55.00  | 110.00 |
| Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).  |          | 1    | 260.00 | 260.00 |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

10

**Total Vehicle Order Cost**

**\$512,550.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Unity passenger side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)  |          | 1    | 523.00   | 523.00   |
| Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub  |          | 2    | 171.255  | 342.51   |
| Federal Signal 51" light bar for Williamson Co. TX Sheriff's Office and hook kit  |          | 1    | 1,981.20 | 1,981.20 |
| Valor light bar hook kit for a 2015+ Tahoe  |          | 1    | 34.98    | 34.98    |
| Federal Signal Pathfinder siren controller w/ remote head   |          | 1    | 770.00   | 770.00   |
| Federal Signal 25 foot OBDII interface cable  |          | 1    | 120.00   | 120.00   |
| Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller  |          | 1    | 159.95   | 159.95   |
| Federal Signal DynaMax 100W Speaker   |          | 1    | 99.00    | 99.00    |
| Federal Signal ES100 Speaker Bracket, Universal Bail  |          | 1    | 15.00    | 15.00    |
| Federal Signal Pair of Rumbler Woofers  |          | 1    | 292.50   | 292.50   |
| Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1  |          | 1    | 27.50    | 27.50    |
| Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1  |          | 1    | 80.00    | 80.00    |
| Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1   |          | 1    | 370.55   | 370.55   |
| Federal Signal - PBX Series Pit Bar for Push Bumper for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 354.14   | 354.14   |
| Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 189.95   | 189.95   |
| Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights                                     |          | 1    | 27.33    | 27.33    |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.  |          | 2    | 90.015   | 180.03   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too. |          | 2    | 90.015   | 180.03   |
| Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221   |          | 2    | 58.75    | 117.50   |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

10

**Total Vehicle Order Cost**

**\$512,550.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Federal Signal Micropulse Ultra 24 LED lighthouse Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down   |          | 2    | 106.185  | 212.37   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated                            |          | 4    | 90.0175  | 360.07   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate                            |          | 4    | 90.0175  | 360.07   |
| Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights  |          | 2    | 17.95    | 35.90    |
| Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass - Programmed to do White Alley Lights when Activated   |          | 2    | 203.50   | 407.00   |
| Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate                                |          | 2    | 84.02    | 168.04   |
| Jotto Space Creator Partition for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 551.00   | 551.00   |
| Jotto Tahoe 15+ HSEP - 2P (VP9 BDRH Only)   |          | 1    | 80.00    | 80.00    |
| Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Prisoner Partition   |          | 1    | 325.00   | 325.00   |
| Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe  |          | 1    | 1,124.00 | 1,124.00 |
| Go Industries Window Barriers for Chevy Tahoe 2015+<br>Tech: Please Disable Rear Door Handles   |          | 1    | 161.00   | 161.00   |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) One Mounted over Rear Driver Side Seat with On/Off Switch on "C" Pillar & (1) One mounted over Passenger Rear Seat with On/Off Switch on "C" Pillar. |          | 2    | 45.00    | 90.00    |
| Havis Console, 2015 Chevrolet Tahoe PPV   |          | 1    | 395.78   | 395.78   |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

10

**Total Vehicle Order Cost**

**\$512,550.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost   | Total  |
|---|----------|------|--------|--------|
| Havis Cup Holder  |          | 1    | 28.57  | 28.57  |
| Havis Arm Rest - Side Mount   |          | 1    | 48.35  | 48.35  |
| Havis 8.5" Heavy Duty Telescoping Pole with Side Mount & Short Handle   |          | 1    | 118.44 | 118.44 |
| Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter  |          | 1    | 220.68 | 220.68 |
| Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply   |          | 1    | 956.54 | 956.54 |
| Havis 1/2" Console Filler Plate   |          | 1    | 9.00   | 9.00   |
| Havis 1" Console Filler Plate   |          | 1    | 12.00  | 12.00  |
| Havis 3 in. Console Filler Plate  |          | 1    | 10.30  | 10.30  |
| Havis 4" Console Filler Plate   |          | 1    | 10.00  | 10.00  |
| Havis 1-Piece Console Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000  |          | 1    | 0.00   | 0.00   |
| Havis 2.5" Console Equipment Bracket for 1-Piece Motorola XTL-1500  |          | 1    | 0.00   | 0.00   |
| Havis Console Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30  |          | 1    | 0.00   | 0.00   |
| Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Misc. Carson SC-409 # HV-C-EB35-SC4-1P - Customer wants to modify the 2 flashlight chargers to be mounted inside the console towards the rear. See customer supplied pics where they mock fitted the flashlight chargers inside. You can also frame the chargers in this bracket. |          | 1    | 24.95  | 24.95  |
| Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.   |          | 1    | 125.00 | 125.00 |
| Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.  |          | 1    | 98.09  | 98.09  |
| 3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console   |          | 3    | 6.00   | 18.00  |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch  |          | 1    | 45.00  | 45.00  |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

10

**Total Vehicle Order Cost**

**\$512,550.00**



|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 8/31/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                      |
|-------------------------|----------------------|
| <b>Customer Contact</b> | Micah Koite          |
| <b>Customer Phone</b>   | 512-943-3373         |
| <b>Customer E-mail</b>  | micah.koite@wilco... |
| <b>Estimate #</b>       | 28740                |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost  | Total |
|--|----------|------|-------|-------|
| <p>Make &amp; Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios</p> <p>Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition</p> <p>Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece</p> <p>What is the Frequency of Customer Supplied Police Radio - 800Mhz &amp; VHF</p> <p>WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground &amp; Roof Antenna.</p> |          |      |       |       |
| Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the backside of the Console Speaker Grill on Driver's Side.  |          | 1    | 44.00 | 44.00 |
| Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount  |          | 1    | 40.00 | 40.00 |
| Two Way VHF Radio Antenna & Coax Cable   |          | 1    | 30.00 | 30.00 |
|  |          |      |       |       |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

10

### Total Vehicle Order Cost

**\$512,550.00**

SIGNATURE



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Tahoe Roof Antenna Placement<br><br>800 MhZ Antenna -- Roof mounted between B-C pillars<br>VHF Antenna -- Roof mounted between B-C pillars<br>Bluetooth Antenna -- roof mounted on pass. side between A-B pillars<br>Panasonic Arbitrator Antenna - Mounted between the A-B pillars.<br>Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars.<br><br>Note - Cradle Point Mounting Placement:<br><br>On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.<br><br>On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.<br><br>CAT 6 Cables go in these locations:<br>Blue Cable - CP to Dock<br>White Cable- VPU (PC PORT) to Dock<br>Red Cable - CP to VPU (LAN PORT) |          |      |          |          |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted on Rear Liftgate with On/Off Switch  |          | 2    | 45.00    | 90.00    |
| Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D.   |          | 1    | 1,895.00 | 1,895.00 |
| Window Tint - For Two Front Windows - 20.0% Tint Please   |          | 1    | 89.95    | 89.95    |
| Wash and Prepare Vehicle for Delivery to Customer   |          | 1    | 100.00   | 100.00   |
| Dealer Prep   |          | 1    | 130.00   | 130.00   |
| Misc. Shop Supplies   |          | 1    | 30.00    | 30.00    |
| Shipping of Above Emergency Parts for Upfit   |          | 1    | 140.00   | 140.00   |
| Defender Supply Wiring Harness, Power Distribution & Battery Management System  |          | 1    | 556.78   | 556.78   |

### Vehicle and Emergency Equipment Total

Quantity Ordered

10

**Total Vehicle Order Cost**

**\$512,550.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.





# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 8/31/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28740                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Installation of Above Emergency Equipment and Customer Supplied:<br><br>1.) Panasonic Arbitrator 360 video system - Tech: Please see the Trigger Mapping Doc loaded in Quick Books. Trigger Position # 1<br>2.) CAT 6 Cables - Red Cable, Blue Cable & White Cable<br>3.) Power & Ground Cables for Police Radios<br><br>Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units.<br><br>Tech: Please disable rear door handles & used Loc-tite on all Brush Guard Bolts<br><br>Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console<br><br>For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact:<br><br>Paul Best<br>Public Safety Systems Administrator<br>Williamson County ITS<br>Office - (512) 943-1481<br>Fax - (512) 943-1474<br>Paul.Best@wilco.org<br><br>No Vehicle Paint or Graphics - Customer is doing their own Graphics. |          | 48   | 99.89479 | 4,794.95 |
| Delivery to Department  |          | 1    | 350.00   | 350.00   |
| Deliver Vehicles to:<br>Fleet Maintenance<br>3151 SE Inner Loop-Suite B<br>508 South Rock Street<br>Georgetown, TX 78626<br>512-943-3368<br><br>Call 30 minutes before arrival.   |          |      |          |          |

**Vehicle and Emergency Equipment Total** **\$51,255.00**

Quantity Ordered 10

**Total Vehicle Order Cost** **\$512,550.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



**845 West FM 407  
Argyle, TX 76226**

|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 9/24/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                       |
|-------------------------|-----------------------|
| <b>Customer Contact</b> | Micah Koite           |
| <b>Customer Phone</b>   | 512-943-3373          |
| <b>Customer E-mail</b>  | micah.koite@wilco.... |
| <b>Estimate #</b>       | 28935                 |

## Vehicle Base Color - Black

[illegible]

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

6

### Total Vehicle Order Cost

**\$298,710.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost   | Total  |
|--|----------|------|--------|--------|
| Vehicle titles should be in the name & address of:<br>Williamson County<br>Attn: Hillary McCoy<br>710 S. Main St., Suite 301<br>Georgetown, Texas 78626<br><br>For Payment Email Invoice only to:<br><br>SO-AP@wilco.org<br><br>Williamson County<br>Attn: Peggy Braun<br>508 S. Rock St.<br>Georgetown, TX 78626<br>512-943-1100<br><br>Per Micah on 06/18/19<br><br>Ship paperwork to:<br>Kevin Teller - Fleet Director<br>c/o Williamson Co TX SO<br>3151 SE Inner Loop-Suite B<br>Georgetown, TX 78626<br>512-943-3368 |          |      |        |        |
| Williamson Co TX SO - WO # - Work Order  |          |      |        |        |
| Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced  |          |      |        |        |
| No Paint or Graphics on these Units.   |          |      |        |        |
| Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181  |          |      |        |        |
| Extra Ignition Key, Tahoe  |          | 2    | 45.00  | 90.00  |
| Key FOB, 2020 Chevrolet Tahoe RWD 9C1  |          | 2    | 55.00  | 110.00 |
| Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).  |          | 1    | 260.00 | 260.00 |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

6

**Total Vehicle Order Cost**

**\$298,710.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost    | Total  |
|---|----------|------|---------|--------|
| Unity passenger side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)  |          | 1    | 523.00  | 523.00 |
| Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub  |          | 2    | 171.255 | 342.51 |
| Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount LED Warning System with Red/White LED Reflectors Driver Side and Blue/White LED Reflectors Passenger Side for the 2015 - 2020 Chevrolet Tahoe 9C1 & SSV |          |      | 899.95  | 899.95 |
| Federal Signal Pathfinder siren controller w/ remote head   |          | 1    | 770.00  | 770.00 |
| Federal Signal 25 foot OBDII interface cable  |          | 1    | 120.00  | 120.00 |
| Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller  |          | 1    | 159.95  | 159.95 |
| Federal Signal DynaMax 100W Speaker   |          | 1    | 99.00   | 99.00  |
| Federal Signal ES100 Speaker Bracket, Universal Bail  |          | 1    | 15.00   | 15.00  |
| Federal Signal Pair of Rumbler Woofers  |          | 1    | 292.50  | 292.50 |
| Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1  |          | 1    | 27.50   | 27.50  |
| Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1  |          | 1    | 80.00   | 80.00  |
| Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1   |          | 1    | 370.55  | 370.55 |
| Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 189.95  | 189.95 |
| Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights   |          | 1    | 27.33   | 27.33  |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.  |          | 2    | 90.015  | 180.03 |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.   |          | 2    | 90.015  | 180.03 |
| Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221   |          | 2    | 58.75   | 117.50 |

### Vehicle and Emergency Equipment Total

Quantity Ordered

6

**Total Vehicle Order Cost**

**\$298,710.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Federal Signal Micropulse Ultra 24 LED lighthouse Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down   |          | 2    | 106.185  | 212.37   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated                            |          | 4    | 90.0175  | 360.07   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate                            |          | 4    | 90.0175  | 360.07   |
| Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights  |          | 2    | 17.95    | 35.90    |
| Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass - Programmed to do White Alley Lights when Activated   |          | 2    | 203.50   | 407.00   |
| Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate                                |          | 2    | 84.02    | 168.04   |
| Jotto Space Creator Partition for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 551.00   | 551.00   |
| Jotto Tahoe 15+ HSEP - 2P (VP9 BDRH Only)   |          | 1    | 80.00    | 80.00    |
| Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Prisoner Partition   |          | 1    | 325.00   | 325.00   |
| Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe  |          | 1    | 1,124.00 | 1,124.00 |
| Go Industries Window Barriers for Chevy Tahoe 2015+<br>Tech: Please Disable Rear Door Handles   |          | 1    | 161.00   | 161.00   |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) One Mounted over Rear Driver Side Seat with On/Off Switch on "C" Pillar & (1) One mounted over Passenger Rear Seat with On/Off Switch on "C" Pillar. |          | 2    | 45.00    | 90.00    |
| Havis Console, 2015 Chevrolet Tahoe PPV   |          | 1    | 395.78   | 395.78   |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

6

**Total Vehicle Order Cost**

**\$298,710.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost   | Total  |
|---|----------|------|--------|--------|
| Havis Cup Holder  |          | 1    | 28.57  | 28.57  |
| Havis Arm Rest - Side Mount   |          | 1    | 48.35  | 48.35  |
| Havis 8.5" Heavy Duty Telescoping Pole with Side Mount & Short Handle   |          | 1    | 118.44 | 118.44 |
| Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter  |          | 1    | 220.68 | 220.68 |
| Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply   |          | 1    | 956.54 | 956.54 |
| Havis 1/2" Console Filler Plate   |          | 1    | 9.00   | 9.00   |
| Havis 1" Console Filler Plate   |          | 1    | 12.00  | 12.00  |
| Havis 3 in. Console Filler Plate  |          | 1    | 10.30  | 10.30  |
| Havis 4" Console Filler Plate   |          | 1    | 10.00  | 10.00  |
| Havis 1-Piece Console Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000  |          | 1    | 0.00   | 0.00   |
| Havis 2.5" Console Equipment Bracket for 1-Piece Motorola XTL-1500  |          | 1    | 0.00   | 0.00   |
| Havis Console Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30  |          | 1    | 0.00   | 0.00   |
| Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Misc. Carson SC-409 # HV-C-EB35-SC4-1P - Customer wants to modify the 2 flashlight chargers to be mounted inside the console towards the rear. See customer supplied pics where they mock fitted the flashlight chargers inside. You can also frame the chargers in this bracket. |          | 1    | 24.95  | 24.95  |
| Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.   |          | 1    | 125.00 | 125.00 |
| Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.  |          | 1    | 98.09  | 98.09  |
| 3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console   |          | 3    | 6.00   | 18.00  |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch  |          | 1    | 45.00  | 45.00  |

## Vehicle and Emergency Equipment Total

Quantity Ordered

6

**Total Vehicle Order Cost**

**\$298,710.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

# DEFENDER SUPPLY

**845 West FM 407  
Argyle, TX 76226**

|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 9/24/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                       |
|-------------------------|-----------------------|
| <b>Customer Contact</b> | Micah Koite           |
| <b>Customer Phone</b>   | 512-943-3373          |
| <b>Customer E-mail</b>  | micah.koite@wilco.... |
| <b>Estimate #</b>       | 28935                 |

| 2020 Chevrolet Tahoe RWD 9C1 |
|------------------------------|
| Vehicle Base Color - Black   |

| Description   | Location | Qty. | Cost  | Total |
|---|----------|------|-------|-------|
| Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios<br>Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition<br>Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece<br>What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF<br><br>WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna. |          |      |       |       |
| Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the backside of the Console Speaker Grill on Driver's Side.   |          | 1    | 44.00 | 44.00 |
| Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount   |          | 1    | 40.00 | 40.00 |
| Two Way VHF Radio Antenna & Coax Cable  |          | 1    | 30.00 | 30.00 |
|   |          |      |       |       |
|   |          |      |       |       |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

6

### Total Vehicle Order Cost

**\$298,710.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Tahoe Roof Antenna Placement<br><br>800 MhZ Antenna -- Roof mounted between B-C pillars<br>VHF Antenna -- Roof mounted between B-C pillars<br>Bluetooth Antenna -- roof mounted on pass. side between A-B pillars<br>Panasonic Arbitrator Antenna - Mounted between the A-B pillars.<br>Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars.<br><br>Note - Cradle Point Mounting Placement:<br><br>On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.<br><br>On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.<br><br>CAT 6 Cables go in these locations:<br>Blue Cable - CP to Dock<br>White Cable- VPU (PC PORT) to Dock<br>Red Cable - CP to VPU (LAN PORT) |          |      |          |          |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted on Rear Liftgate with On/Off Switch  |          | 2    | 45.00    | 90.00    |
| Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D.   |          | 1    | 1,895.00 | 1,895.00 |
| Window Tint - For Two Front Windows - 20.0% Tint Please   |          | 1    | 89.95    | 89.95    |
| Wash and Prepare Vehicle for Delivery to Customer   |          | 1    | 100.00   | 100.00   |
| Dealer Prep   |          | 1    | 130.00   | 130.00   |
| Misc. Shop Supplies   |          | 1    | 30.00    | 30.00    |
| Shipping of Above Emergency Parts for Upfit   |          | 1    | 140.00   | 140.00   |
| Defender Supply Wiring Harness, Power Distribution & Battery Management System  |          | 1    | 557.15   | 557.15   |

### Vehicle and Emergency Equipment Total

Quantity Ordered 6

**Total Vehicle Order Cost \$298,710.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.





# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28935                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| <p>Installation of Above Emergency Equipment and Customer Supplied:</p> <p>1.) Panasonic Arbitrator 360 video system - Tech: Please see the Trigger Mapping Doc loaded in Quick Books. Trigger Position # 1</p> <p>2.) CAT 6 Cables - Red Cable, Blue Cable &amp; White Cable</p> <p>3.) Power &amp; Ground Cables for Police Radios</p> <p>Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal &amp; Approved by Williamson County - This program is the only Program that can be used &amp; must be used by all techs on all units.</p> <p>Tech: Please disable rear door handles &amp; used Loc-tite on all Brush Guard Bolts</p> <p>Customer will install their own radio, please run Power, Ground &amp; Antenna Wiring to Console</p> <p>For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact:</p> <p>Paul Best<br/>Public Safety Systems Administrator<br/>Williamson County ITS<br/>Office - (512) 943-1481<br/>Fax - (512) 943-1474<br/>Paul.Best@wilco.org</p> <p>No Vehicle Paint or Graphics - Customer is doing their own Graphics.</p> |          | 48   | 99.89479 | 4,794.95 |
| Delivery to Department  |          | 1    | 350.00   | 350.00   |
| <p>Deliver Vehicles to:</p> <p>Fleet Maintenance<br/>3151 SE Inner Loop-Suite B<br/>508 South Rock Street<br/>Georgetown, TX 78626<br/>512-943-3368</p> <p>Call 30 minutes before arrival.</p>  |          |      |          |          |

**Vehicle and Emergency Equipment Total \$49,785.00**

Quantity Ordered 6

**Total Vehicle Order Cost \$298,710.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



**845 West FM 407  
Argyle, TX 76226**

|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 9/24/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                       |
|-------------------------|-----------------------|
| <b>Customer Contact</b> | Micah Koite           |
| <b>Customer Phone</b>   | 512-943-3373          |
| <b>Customer E-mail</b>  | micah.koite@wilco.... |
| <b>Estimate #</b>       | 28933                 |

Vehicle Base Color - Black

[illegible]

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

1

### Total Vehicle Order Cost

**\$56,500.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost   | Total  |
|--|----------|------|--------|--------|
| Vehicle titles should be in the name & address of:<br>Williamson County<br>Attn: Hillary McCoy<br>710 S. Main St., Suite 301<br>Georgetown, Texas 78626<br><br>For Payment Email Invoice only to:<br><br>SO-AP@wilco.org<br><br>Williamson County<br>Attn: Peggy Braun<br>508 S. Rock St.<br>Georgetown, TX 78626<br>512-943-1100<br><br>Per Micah on 06/18/19<br><br>Ship paperwork to:<br>Kevin Teller - Fleet Director<br>c/o Williamson Co TX SO<br>3151 SE Inner Loop-Suite B<br>Georgetown, TX 78626<br>512-943-3368 |          |      |        |        |
| Williamson Co TX SO - WO # - Work Order  |          |      |        |        |
| Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced  |          |      |        |        |
| No Paint or Graphics on these Units.   |          |      |        |        |
| Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181  |          |      |        |        |
| Extra Ignition Key, Tahoe  |          | 2    | 45.00  | 90.00  |
| Key FOB, 2020 Chevrolet Tahoe RWD 9C1  |          | 2    | 55.00  | 110.00 |
| Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).  |          | 1    | 260.00 | 260.00 |

### Vehicle and Emergency Equipment Total

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Quantity Ordered

1

**Total Vehicle Order Cost**

**\$56,500.00**



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Unity passenger side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)  |          | 1    | 523.00   | 523.00   |
| Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub  |          | 2    | 171.255  | 342.51   |
| Federal Signal 51" light bar for Williamson Co. TX Sheriff's Office and hook kit  |          | 1    | 1,981.20 | 1,981.20 |
| Valor light bar hook kit for a 2015+ Tahoe  |          | 1    | 34.98    | 34.98    |
| Federal Signal Pathfinder siren controller w/ remote head   |          | 1    | 770.00   | 770.00   |
| Federal Signal 25 foot OBDII interface cable  |          | 1    | 120.00   | 120.00   |
| Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller  |          | 1    | 159.95   | 159.95   |
| Federal Signal DynaMax 100W Speaker   |          | 1    | 99.00    | 99.00    |
| Federal Signal ES100 Speaker Bracket, Universal Bail  |          | 1    | 15.00    | 15.00    |
| Federal Signal Pair of Rumbler Woofers  |          | 1    | 292.50   | 292.50   |
| Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1  |          | 1    | 27.50    | 27.50    |
| Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1  |          | 1    | 80.00    | 80.00    |
| Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1   |          | 1    | 370.55   | 370.55   |
| Federal Signal - PBX Series Pit Bar for Push Bumper for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 354.14   | 354.14   |
| Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1   |          | 1    | 189.95   | 189.95   |
| Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights                                     |          | 1    | 27.33    | 27.33    |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.  |          | 2    | 90.015   | 180.03   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too. |          | 2    | 90.015   | 180.03   |
| Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221   |          | 2    | 58.75    | 117.50   |

### Vehicle and Emergency Equipment Total

Quantity Ordered

1

**Total Vehicle Order Cost**

**\$56,500.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost     | Total    |
|--|----------|------|----------|----------|
| Federal Signal Micropulse Ultra 24 LED lighthouse Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down  |          | 2    | 106.185  | 212.37   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated |          | 4    | 90.0175  | 360.07   |
| Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate |          | 4    | 90.0175  | 360.07   |
| Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights   |          | 2    | 17.95    | 35.90    |
| Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass - Programmed to do White Alley Lights when Activated                                |          | 2    | 203.50   | 407.00   |
| Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate     |          | 2    | 84.02    | 168.04   |
| Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Top of Cargo Box  |          | 1    | 325.00   | 325.00   |
| Havis K9 Transport BLACK, 2015-2020 Chevrolet Tahoe  |          | 1    | 2,495.00 | 2,495.00 |
| Havis K9 Transport Water Bowl Option   |          | 1    | 47.04    | 47.04    |
| Havis K9 Transport & Window Fan & Guard  |          | 1    | 324.07   | 324.07   |
| K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster.   |          | 1    | 1,392.08 | 1,392.08 |
| Ace K9 Smoke Detector & Interface Module   |          | 1    | 119.64   | 119.64   |
| Ace K9 Carbon Monoxide Detector  |          | 1    | 188.10   | 188.10   |
| Ace K-9 Remote Pager System - Long Range Remote Pager with Dual Band Antenna.  |          | 1    | 283.15   | 283.15   |
| Shipping of Parts for Upfit  |          | 1    | 100.00   | 100.00   |
| Defender Supply Cell Phone Notification for K9 Alarm with 1 Year of Server Service. Works in Conjunction with K9 Monitoring System. Includes Installation.   |          |      |          | 1,400.00 |

### Vehicle and Emergency Equipment Total

Quantity Ordered

1

**Total Vehicle Order Cost**

**\$56,500.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost   | Total  |
|---|----------|------|--------|--------|
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over K-9 Kennel with On/Off Switch on Console  |          | 1    | 45.00  | 45.00  |
| Havis Console, 2015 Chevrolet Tahoe PPV   |          | 1    | 395.78 | 395.78 |
| Havis Cup Holder  |          | 1    | 28.57  | 28.57  |
| Havis Arm Rest - Side Mount   |          | 1    | 48.35  | 48.35  |
| Havis 8.5" Heavy Duty Telescoping Pole with Side Mount & Short Handle   |          | 1    | 118.44 | 118.44 |
| Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter  |          | 1    | 220.68 | 220.68 |
| Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply   |          | 1    | 956.54 | 956.54 |
| Havis 1/2" Console Filler Plate   |          | 1    | 9.00   | 9.00   |
| Havis 1" Console Filler Plate   |          | 1    | 12.00  | 12.00  |
| Havis 3 in. Console Filler Plate  |          | 1    | 10.30  | 10.30  |
| Havis 4" Console Filler Plate   |          | 1    | 10.00  | 10.00  |
| Havis 1-Piece Console Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000  |          | 1    | 0.00   | 0.00   |
| Havis 2.5" Console Equipment Bracket for 1-Piece Motorola XTL-1500  |          | 1    | 0.00   | 0.00   |
| Havis Console Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30  |          | 1    | 0.00   | 0.00   |
| Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Misc. Carson SC-409 # HV-C-EB35-SC4-1P - Customer wants to modify the 2 flashlight chargers to be mounted inside the console towards the rear. See customer supplied pics where they mock fitted the flashlight chargers inside. You can also frame the chargers in this bracket. |          | 1    | 24.95  | 24.95  |
| Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures  |          | 1    | 125.00 | 125.00 |
| Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures   |          | 1    | 98.09  | 98.09  |
| 3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console   |          | 3    | 6.00   | 18.00  |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch  |          | 1    | 45.00  | 45.00  |

## Vehicle and Emergency Equipment Total

Quantity Ordered

1

**Total Vehicle Order Cost**

**\$56,500.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



|                        |                           |
|------------------------|---------------------------|
| <b>Date</b>            | 9/24/2020                 |
| <b>Estimate<br/>By</b> | George Severe             |
|                        | george@defendersupply.com |
|                        | (903) 564-5641            |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                         |                       |
|-------------------------|-----------------------|
| <b>Customer Contact</b> | Micah Koite           |
| <b>Customer Phone</b>   | 512-943-3373          |
| <b>Customer E-mail</b>  | micah.koite@wilco.... |
| <b>Estimate #</b>       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description  | Location | Qty. | Cost  | Total |
|--|----------|------|-------|-------|
| <p>Make &amp; Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios</p> <p>Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition</p> <p>Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece</p> <p>What is the Frequency of Customer Supplied Police Radio - 800Mhz &amp; VHF</p> <p>WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground &amp; Roof Antenna.</p> |          |      |       |       |
| Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the backside of the Console Speaker Grill on Driver's Side.  |          | 1    | 44.00 | 44.00 |
| Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount  |          | 1    | 40.00 | 40.00 |
| Two Way VHF Radio Antenna & Coax Cable   |          | 1    | 30.00 | 30.00 |
|  |          |      |       |       |

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**Vehicle and Emergency Equipment Total**

Quantity Ordered

1

### Total Vehicle Order Cost

**\$56,500.00**

SIGNATURE



# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Tahoe Roof Antenna Placement<br><br>800 MhZ Antenna -- Roof mounted between B-C pillars<br>VHF Antenna -- Roof mounted between B-C pillars<br>Bluetooth Antenna -- roof mounted on pass. side between A-B pillars<br>Panasonic Arbitrator Antenna - Mounted between the A-B pillars.<br>Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars.<br><br>Note - Cradle Point Mounting Placement:<br><br>On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.<br><br>On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.<br><br>CAT 6 Cables go in these locations:<br>Blue Cable - CP to Dock<br>White Cable- VPU (PC PORT) to Dock<br>Red Cable - CP to VPU (LAN PORT) |          |      |          |          |
| Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted on Rear Liftgate with On/Off Switch  |          | 2    | 45.00    | 90.00    |
| Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D.   |          | 1    | 1,895.00 | 1,895.00 |
| Window Tint - For Two Front Windows - DSP-Shipping  |          | 1    | 89.95    | 89.95    |
| Wash and Prepare Vehicle for Delivery to Customer   |          | 1    | 100.00   | 100.00   |
| Dealer Prep   |          | 1    | 130.00   | 130.00   |
| Misc. Shop Supplies   |          | 1    | 30.00    | 30.00    |
| Shipping of Above Emergency Parts for Upfit   |          | 1    | 140.00   | 140.00   |
| Defender Supply Wiring Harness, Power Distribution & Battery Management System  |          | 1    | 558.71   | 558.71   |

### Vehicle and Emergency Equipment Total

Quantity Ordered

1

**Total Vehicle Order Cost**

**\$56,500.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.





# DEFENDER SUPPLY

845 West FM 407  
Argyle, TX 76226

|             |  |
|-------------|--|
| Date        | 9/24/2020  |
| Estimate By | George Severe<br>george@defendersupply.com<br>(903) 564-5641 |



| Bill To   |
|---|
| Williamson Co TX SO<br>Micah Koite<br>710 S Main Street Ste 301<br>Georgetown, Tx 78626<br>512-943-3368 |

|                  |                       |
|------------------|-----------------------|
| Customer Contact | Micah Koite           |
| Customer Phone   | 512-943-3373          |
| Customer E-mail  | micah.koite@wilco.... |
| Estimate #       | 28933                 |

## 2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

| Description   | Location | Qty. | Cost     | Total    |
|---|----------|------|----------|----------|
| Installation of Above Emergency Equipment and Customer Supplied:<br><br>1.) Panasonic Arbitrator 360 video system - Tech: Please see the Trigger Mapping Doc loaded in Quick Books. Trigger Position # 1<br>2.) CAT 6 Cables - Red Cable, Blue Cable & White Cable<br>3.) Power & Ground Cables for Police Radios<br><br>Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units.<br><br>Tech: Please disable rear door handles & used Loc-tite on all Brush Guard Bolts<br><br>Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console<br><br>For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact:<br><br>Paul Best<br>Public Safety Systems Administrator<br>Williamson County ITS<br>Office - (512) 943-1481<br>Fax - (512) 943-1474<br>Paul.Best@wilco.org<br><br>No Vehicle Paint or Graphics - Customer is doing their own Graphics. |          | 57   | 99.12175 | 5,649.94 |
| Delivery to Department  |          | 1    | 350.00   | 350.00   |
| Deliver Vehicles to:<br>Fleet Maintenance<br>3151 SE Inner Loop-Suite B<br>508 South Rock Street<br>Georgetown, TX 78626<br>512-943-3368<br><br>Call 30 minutes before arrival.   |          |      |          |          |

**Vehicle and Emergency Equipment Total** **\$56,500.00**

Quantity Ordered 1

**Total Vehicle Order Cost** **\$56,500.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



**Commissioners Court - Regular Session****56.****Meeting Date:** 10/20/2020

Tyler Odyssey Maintenance and Support FY21

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving purchase for annual support and maintenance for Tyler Technologies Odyssey Judicial and Jail Software in the amount of \$456,237.06 and exempting Tyler Technologies from the competitive bidding or proposal requirements as established by Section 262.024.(a)(7)(A) of the Texas Local Government Code, as the sole provider of same.

**Background**

This software was competitively bid under the Conference of Urban Counties years ago. A number of public entities were involved in the evaluation process and Tyler Technologies Odyssey software was chosen to be utilized by various public entities. Tyler Technologies is the only company to provide maintenance and support for their proprietary and patented software. Department Contact is Tammy McCulley. Funding source 01.0100.0503.004505 for FY21. No signature is required for this renewal.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote

---

**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

10/15/2020 09:11 AM

County Judge Exec Asst.

Andrea Schiele

10/15/2020 10:54 AM

Form Started By: Andrew Portillo

Started On: 10/07/2020 08:53 AM

Final Approval Date: 10/15/2020

**Remittance:**

Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

| <i>Invoice No</i> | <i>Date</i> | <i>Page</i> |
|-------------------|-------------|-------------|
| 020-25798         | 09/01/2020  | 1 of 1      |

**Questions:**

Tyler Technologies - Courts & Justice  
Phone: 1-800-772-2260 Press 2, then 3  
Email: ar@tylertech.com

Bill To: Williamson County Information Serv.  
Attn: Tammy McCulley  
301 SE Inner Loop  
Suite 105  
Georgetown, TX 78626

Ship To: Williamson County Information Serv.  
Attn: Tammy McCulley  
301 SE Inner Loop  
Suite 105  
Georgetown, TX 78626

| <i>Customer No.</i> | <i>Ord No</i> | <i>PO Number</i> | <i>Currency</i> | <i>Terms</i> | <i>Due Date</i> |
|---------------------|---------------|------------------|-----------------|--------------|-----------------|
| 41563               | 100515        |                  | USD             | NET30        | 10/01/2020      |

| <i>Date</i> | <i>Description</i>   | <i>Units</i> | <i>Rate</i> | <i>Extended Price</i> |
|-------------|--|--------------|-------------|-----------------------|
|             | Williamson County Odyssey Check Manager Software Standard Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021                               | 1            | 20,550.81   | 20,550.81             |
|             | Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021                     | 1            | 239,752.71  | 239,752.71            |
|             | Williamson County Odyssey Document Management e-Signatures + merged to TIFF<br>Standard Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021 | 1            | 1,095.77    | 1,095.77              |
|             | Williamson County Odyssey Document Management Record on Appeal Creator Standard<br>Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021      | 1            | 3,562.16    | 3,562.16              |
|             | Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard<br>Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021      | 1            | 13,700.12   | 13,700.12             |
|             | Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and<br>Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021                   | 1            | 85,626.04   | 85,626.04             |
|             | Williamson County Tyler Jury Software Standard Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021  | 1            | 16,440.14   | 16,440.14             |
|             | Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance<br>Maintenance Start: 01/Oct/2020, End: 30/Sep/2021  | 1            | 15,797.31   | 15,797.31             |
|             | Electronic Signatures + Merged to Tiff Annual Maintenance<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021   | 1            | 7,303.43    | 7,303.43              |
|             | Integration Toolkits - Case Manager Libraries Standard Annual Maintenance<br>Maintenance Start: 01/Oct/2020, End: 30/Sep/2021  | 1            | 4,727.13    | 4,727.13              |
|             | Odyssey Continuous Improvement Program (CIP) Annual Agreement<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021   | 1            | 40,284.78   | 40,284.78             |
|             | Inmate Fingerprint Biometrics - Standard Annual Maintenance<br>Maintenance Start: 01/Oct/2020, End: 30/Sep/2021  | 1            | 2,807.21    | 2,807.21              |
|             | Odyssey Jury Web Portal Standard Maintenance and Support<br>Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021  | 1            | 4,589.45    | 4,589.45              |

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

**Subtotal** 456,237.06

**Sales Tax** 0.00

**Invoice Total** 456,237.06

**Commissioners Court - Regular Session****57.****Meeting Date:** 10/20/2020

Annual Votec Support PO

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a purchase order for Vemacs, VoteSafe, and BallotBoard annual support/licenses to VOTEC Corporation in the amount of \$114,307.46.

**Background**

Approval of this purchase order will support the operations of the Williamson County Elections Department. VOTEC is the current sole source provider for VEMACS, VoteSafe and BallotBoard. Sole source was originally approved by Commissioner's Court on 9/10/2019 and is valid for a term of 36 months from the date of approval. Quote for this purchase is attached. IT has approved this purchase. This expenditure will be charged to 01.0100.0492.004506. Department contact is Chris Davis.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:29 AM

10/15/2020 11:46 AM

Started On: 10/13/2020 02:34 PM



**VOTEC Corporation**

- INVOICE -

Jennifer Favreau  
Williamson County  
P.O. Box 209  
Georgetown, TX 78627  
Email Invoice to: jfavreau@wilco.org

Invoice # 13224  
October 1, 2020

Subject: VEMACS Support - 10/01/2020 - 09/30/2021

If you have any questions concerning this invoice, please contact us at: [accounts.receivable@votec.net](mailto:accounts.receivable@votec.net)

| Item | Quantity | Description  | Unit Price | Extended           |
|------|----------|--|------------|--------------------|
| 1    | 10       | Oracle license for VEMACS Support                                  | \$100.00   | \$1,000.00         |
| 2    | 1        | Base VEMACS support fee  | \$1,200.00 | \$1,200.00         |
| 3    | 304,678  | VEMACS per voter fee per schedule - 2017                           |            | \$66,661.36        |
| 4    | 66,661   | Per Voter Surcharge at 12 percent of VEMACS per voter schedule fee | \$0.12     | \$7,999.32         |
|      |          | <b>Total</b>   |            | <b>\$76,860.68</b> |

Due and payable upon invoice.

Thank you.



**VOTEC Corporation**

- INVOICE -

Jennifer Favreau  
Williamson County  
P.O. Box 209  
Georgetown, TX 78627  
Email Invoice to: jfavreau@wilco.org

Invoice # 13225  
October 1, 2020

Subject: VoteSafe Support - 10/01/2020 - 09/30/2021

If you have any questions concerning this invoice, please contact us at: [accounts.receivable@votec.net](mailto:accounts.receivable@votec.net)

| Item | Quantity | Description                   | Unit Price   | Extended           |
|------|----------|-------------------------------|--------------|--------------------|
| 1    | 160      | Field System Software Support | \$180.00     | \$28,800.00        |
| 2    | 1        | Discount - Partial Year       | -\$14,400.00 | -\$14,400.00       |
|      |          | <b>Total</b>                  |              | <b>\$14,400.00</b> |

Due and payable upon invoice.

Thank you.



**VOTEC Corporation**

- INVOICE -

Jennifer Favreau  
Williamson County  
P.O. Box 209  
Georgetown, TX 78627  
Email Invoice to: jfavreau@wilco.org

Invoice # 13223  
October 1, 2020

Subject: BallotBoard License

If you have any questions concerning this invoice, please contact us at: [accounts.receivable@votec.net](mailto:accounts.receivable@votec.net)

| Item | Quantity | Description                          | Unit Price  | Extended           |
|------|----------|--------------------------------------|-------------|--------------------|
| 1    | 1        | Ballot Board License - Base Fee      | \$20,000.00 | \$20,000.00        |
| 2    | 304,678  | Ballot Board License - Per Voter Fee | \$0.01      | \$3,046.78         |
|      |          | <b>Total</b>                         |             | <b>\$23,046.78</b> |

Due and payable upon invoice.

Thank you.

**Commissioners Court - Regular Session****58.****Meeting Date:** 10/20/2020

Approving Blanket PO - FY21 Internet Service

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing a blanket purchase order for ITS to Time Warner Cable in the amount of \$168,000.00 as per DIR Cooperative Contract #DIR-TSO-4315.

**Background**

This is a blanket PO for Annual Renewal of County Wide Internet Service for ITS. Funding source 01.0100.0503.004210. Funding was approved in FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:31 AM

10/15/2020 11:03 AM

Started On: 10/07/2020 11:35 AM

**Commissioners Court - Regular Session****59.****Meeting Date:** 10/20/2020

Approving Blanket PO - Annual Suddenlink Renewal FY21

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a blanket purchase order for ITS for Suddenlink in the amount of \$120,000, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(7)(C).

**Background**

This is a blanket PO for Annual Suddenlink Renewal for ITS. Suddenlink is the only provider in the area for this utility service. Funding source 01.0100.0503.004210. Funding was approved in FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:32 AM

10/15/2020 11:04 AM

Started On: 10/07/2020 11:39 AM



**Commissioners Court - Regular Session****60.****Meeting Date:** 10/20/2020

Exempt ESRI from the 3 (three) quote requirement, previously exempted as Sole Source Provider.

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on exempting the quote for support, maintenance, and licenses in the amount of \$7,254.25 from Environmental Systems Research Institute, INC (ESRI) from competitive bidding as per 262.024 (a)(7) of the Texas Local Government Code, Discretionary Exemptions and authorize the purchase.

**Background**

Williamson County Commissioners' Court on 11.19.2019, Agenda Item 28, exempted ESRI as a sole source established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions. This is for the annual support, maintenance, and licensing portion. This software is proprietary and therefore ESRI is the only provider for maintenance and support. Point of contact is George Strebel and Funding Source for FY2021: 429P/429A and the task is 2.7 operations.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

ESRI Quote

---

**Form Review**

| Inbox                            | Reviewed By    | Date                            |
|----------------------------------|----------------|---------------------------------|
| Purchasing (Originator)          | Randy Barker   | 10/15/2020 11:45 AM             |
| County Judge Exec Asst.          | Andrea Schiele | 10/15/2020 12:08 PM             |
| Form Started By: Johnny Grimaldo |                | Started On: 10/15/2020 07:53 AM |
| Final Approval Date: 10/15/2020  |                |                                 |



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 09/16/2020  
**To:** George Strebel  
**Organization:** County of Williamson  
Information Technology Dept  
**Fax #:** 512-943-1488 **Phone #:** 512-943-1474  
  
**From:** Barbara Walker  
**Fax #:** 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936  
**Email:** bwalker@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #25982559  
Document Date: 09/16/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

## Quotation

**Date:** 09/16/2020**Quotation Number:** 25982559**Contract Number:** SMALL GOVT ELA US

County of Williamson  
Information Technology Dept  
301 Se Inner Loop Ste 105  
Georgetown TX 78626-8207  
**Attn:** George Strebel

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Barbara Walker

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

**Customer Number:** 337154

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item  | Qty | Material#  | Unit Price | Extended Price |
|---|-----|--|------------|----------------|
| <p>Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.</p> <p>The annual usage report must include actual license counts by product, licensee, and location.</p> <p>Please return your report via email to <a href="mailto:ela_usage_reports@esri.com">ela_usage_reports@esri.com</a>.</p> <p>Thank you in advance for your prompt attention to this matter.</p> |     |  |            |                |
| 10  | 3   | 148098<br>ArcGIS Data Interoperability for Desktop Single Use Term License<br>Start Date: 12/12/2020<br>End Date: 12/11/2021 | 300.00     | 900.00         |
| 1010  | 1   | 148116<br>ArcGIS Tracking Analyst for Desktop Single Use Term License<br>Start Date: 12/12/2020<br>End Date: 12/11/2021      | 300.00     | 300.00         |
| 2010  | 1   | 160678   | 6,000.00   | 6,000.00       |

---

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Barbara Walker**Ext:** 3936

[ANGERERK]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

## Quotation

Page 2

**Date:** 09/16/2020

**Quotation Number:** 25982559

**Contract Number:** SMALL GOVT ELA US

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

ArcGIS GeoEvent Server Up to Four Cores Term License

Start Date: 12/12/2020

End Date: 12/11/2021

|   |   |        |       |       |
|---|---|--------|-------|-------|
| 3010  | 5 | 167930 | 10.85 | 54.25 |
| ArcGIS Tracker for ArcGIS Enterprise Term License |   |        |       |       |
| Start Date: 08/02/2021                            |   |        |       |       |
| End Date: 12/11/2021                              |   |        |       |       |

|                      |                     |
|----------------------|---------------------|
| <b>Item Subtotal</b> | 7,254.25            |
| <b>Estimated Tax</b> | 0.00                |
| <b>Total</b>         | <b>USD 7,254.25</b> |

**DUNS/CEC:** 06-313-4175 **CAGE:** 0AMS3

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

## Quotation

Page 3

**Date:** 09/16/2020

**Quotation Number:** 25982559

**Contract Number:** SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[ANGERERK]

**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533936  
Fax #: 909-307-3083

## Quotation

Page 4

**Date:** 09/16/2020

**Quotation No:** 25982559

**Customer No:** 337154

**Contract No:** SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

**Commissioners Court - Regular Session****61.****Meeting Date:** 10/20/2020

Kofile Criminal Records Preservation

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a purchase proposal for criminal records preservation from Kofile Technologies, Inc. in the amount of \$315,876 pursuant to GSA contract #GS-35F-275AA and authorizing execution of the proposal.

**Background**

Approval of this purchase proposal will support the operations of the Williamson County County Clerk's Office. This will allow for the preservation of 22,418 sheets of letter/legal material as well as 253 sheets of scrap/postcard items. Attachment outlines the details of the project. This expenditure will be charged to 011.0384.0384.004550. Department contact is Nancy Rister.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Purchase Proposal

---

**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Kerstin Hancock

10/15/2020 11:48 AM

County Judge Exec Asst.

Andrea Schiele

10/15/2020 11:57 AM

Form Started By: Erica Smith

Started On: 10/12/2020 04:21 PM

Final Approval Date: 10/15/2020



April 1, 2020—revised October 13, 2020

Honorable Nancy E. Rister  
Williamson County Clerk  
405 Martin Luther King St/PO Box 647  
Georgetown, TX 78626-4901/Jarrell, TX 76537-0647

Dear Hon. Nancy E. Rister,

This proposal addresses the preservation of Williamson County Clerk's Criminal Case Files. This quote is presented by Kofile Technologies, Inc. (Kofile). Recommended preservation services for each volume includes conservation treatments, deacidification, mending and repair, adhesive removal/reduction, re-housing in acid free folders and acid free boxes in case file order.

#### PROJECT UNDERSTANDING

At Kofile, each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip counties with the resources needed to preserve collections.

Preservation minimizes the chemical and physical deterioration of the page. Its goal is to prolong the existence and useful life of the original format. Oftentimes this includes preserving and removing the original from public access and creating a security copy. Preservation can incorporate any combination of conservation, treatment, stabilization, preventative care, digitization, or any maintenance or repair of the existing resource.

#### PROJECT PRICE QUOTE

This project is priced according to Kofile's **GSA Schedule 70 Contract No. GS-35F-275AA**.

**Please note this contract on the P.O.** Pricing is good for 90 days without a signed agreement. Pricing is a Good Faith Estimate. Final pricing is determined upon review at the Kofile lab. Billing occurs on actual sheet counts and conditions per the applicable pricing, not to exceed the P.O. without authorization.

| WILLIAMSON COUNTY CLERK, TX<br>CRIMINAL CASE FILE PRESERVATION PROJECT |                 |  |                               |                     |              |
|--|-----------------|--|-------------------------------|---------------------|--------------|
| RECORDS SERIES<br>TITLE  | SHEET<br>COUNTS | SHEET SIZE                               | NOTES                         | LEVEL OF<br>SERVICE | PRICE QUOTE  |
| Criminal Case<br>Files   | 22,418          | 11 x 8.5"; 14 x 8.5"; 9.5 x 4"; 7 x 8.5" | Shuck/Letter/Legal/Sub letter | PRV                 | \$313,852.00 |
|  | 253             | 3 x 5"; 2 x 7.5"                         | Post card/Scrap paper         | PRV                 | \$2,024.00   |
| PROJECT TOTAL<br>(22,671 sheets)                                       |                 |  |                               |                     | \$315,876.00 |

#### COUNTY ACCEPTANCE

\_\_\_\_\_  
*Signature/Title of Authorized County Representative*

\_\_\_\_\_  
*Date*

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235  
P: 214/442.6668 F: 214/442.6669 WWW.KOFILE.COM



Records receive the following services as appropriate. The location of work for this project is Kofile's Conservation and Digitization Laboratory in Essex, VT.

**(PRV) Preservation—Conservation Treatments, Deacidify, Encapsulate, and Bind**

- A permanent log is created for each volume to record condition, page order, and services/treatments. A final quality check references this log.
- Dismantle volumes. Sheets are inspected and control numbered as necessary.
- Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Remove non-archival repairs or fasteners, such as residual glues. All tape and previous mends to be removed to the extent possible without causing damage to paper and inks.
- Humidify and flatten as necessary to eliminate the possibility of unnecessary fractures or breaks. Tools to 'flatten' include tacking irons, heat presses, and an Ultrasonic Humidification Chamber.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or Filmoplast® R (an acrylic based and heat set tissue).
- Deacidify sheets after careful testing with Bookkeepers®, a custom solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH  $\pm$  .5.
- Re-house sheets in acid-free folders in case order inside acid free boxes. Exterior of boxes are labeled with contents.

**GSA LINE ITEMS**

To purchase from GSA, you only need follow Williamson County's applicable purchasing requirements. When a Purchase Order is issued, it must reference Kofile's **GSA Contract No. GS-35F-275AA and the billing line items identified in the following**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order.

The total price is billed as GSA line items. GSA line items are billed per hourly charges and include the following:

| GSA LINE ITEMS   |          |  |               |            |                 |
|------------------|----------|--|---------------|------------|-----------------|
| SPECIAL ITEM NO. | PART NO. | DESCRIPTION  | UNIT PRICE    | QTY.       | LINE ITEM TOTAL |
| SIN 132 51       | TCS005   | Graphic Artist I <i>(Physical/Digital Restoration)</i> | \$65.00/Hour  | 2,251.2462 | \$146,331.00    |
| SIN 132 51       | TCS008   | Information Assurance Engineer II                      | \$75.00/Hour  | 2,251      | \$168,825.00    |
| SIN 132 51       | TCS010   | Project Manager  | \$180.00/Hour | 4          | \$720.00        |
| TOTAL            |          |  |               |            | \$315,876.00    |

Please do not hesitate to contact us with any questions.

Sincerely,

*Dennis Curran*

Dennis Curran  
Account Executive  
dennis.curran@kofile.us

*Billy Gerwick*

Billy Gerwick  
Account Executive  
billy.gerwick@kofile.us

cec

**Commissioners Court - Regular Session****62.****Meeting Date:** 10/20/2020

County Attorney Legislative Supplement Budget Amendment 10.13.20

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

**Background**

County Attorney supplement received from the state to be paid throughout Fiscal Year 2021.

---

**Fiscal Impact**

| From/To | Acct No.         | Description                    | Amount      |
|---------|------------------|--------------------------------|-------------|
|         | 0100.0475.001927 | Co Atty Legislative Supplement | \$32,140.75 |
|         | 0100.0475.002010 | FICA                           | \$2,458.77  |
|         | 0100.0475.002020 | Retirement                     | \$4,677.76  |
|         | 0100.0475.004902 | Co Atty Legislative Supplement | \$37,722.72 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/08/2020

**Reviewed By**

Andrea Schiele

**Date**

10/08/2020 08:17 AM

Started On: 10/07/2020 07:36 PM

**Commissioners Court - Regular Session****63.****Meeting Date:** 10/20/2020

County Attorney Legislative Supplement Budget Amendment 10.13.20

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

**Background**

County Attorney supplement received from the state to be paid throughout Fiscal Year 2021.

---

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount      |
|---------|------------------|---------------------------|-------------|
|         | 0100.0000.335601 | Co Atty Salary Supplement | \$77,000.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/08/2020

**Reviewed By**

Andrea Schiele

**Date**

10/08/2020 08:17 AM

Started On: 10/07/2020 08:17 PM

**Commissioners Court - Regular Session****64.****Meeting Date:** 10/20/2020

RCS BA Generator Project

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Radio Communication System Fund.

**Background**

Generator Replacement project for the Cedar Park Radio Tower Shelter began in FY 20. Total project is \$130,110. In FY20, we were invoiced \$43,935.00 for the equipment that was delivered. The balance of \$86,175.00 is still due for the services that will be performed in FY21.

---

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount      |
|---------|------------------|--------------------------|-------------|
|         | 0507.0507.005000 | Capital Outlay > \$5,000 | \$86,175.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 12:07 PM

Started On: 10/14/2020 09:29 AM

**Commissioners Court - Regular Session****65.****Meeting Date:** 10/20/2020

RCS BA Tower Lighting Replacement

**Submitted For:** Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Radio Communication System Fund.

**Background**

This budget amendment is necessary to cover the replacement cost of a new radio tower lighting system at Prime Site/Twin Towers. The current lighting system is outdated and is becoming costly to repair. Beacons are currently not working on the tower and, in lieu of repairing, the RCS Board approved on 10/08/2020 a request to amend the budget for this replacement.

---

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount      |
|---------|------------------|---------------------------|-------------|
|         | 0507.0507.004545 | 800 MHZ Tower Maintenance | \$22,950.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 12:07 PM

Started On: 10/14/2020 09:32 AM

**Commissioners Court - Regular Session****66.****Meeting Date:** 10/20/2020

2018 Capital Improvement Programs Budget Transfers

**Submitted By:** Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2018 Capital Improvement Program budget transfer to move \$437,488.23 from Justice Center Back Up Server Room (P469) to Justice Center Remodel (P515).

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/13/2020 01:50 PM

Form Started By: Emmeline Hawkins

Started On: 10/13/2020 11:42 AM

Final Approval Date: 10/13/2020

**Commissioners Court - Regular Session****67.****Meeting Date:** 10/20/2020

Approving Blanket PO - EMS Fuel FY21

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing a blanket purchase order for EMS to Fuelman in the amount of \$175,000.00 as per Omnia Partners Cooperative Contract #R5127.

**Background**

This is a blanket PO for Fuel for EMS. Funding source 01.0100.0540.003301. Funding was approved in FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:30 AM

10/15/2020 11:17 AM

Started On: 10/12/2020 03:10 PM

**Commissioners Court - Regular Session****68.****Meeting Date:** 10/20/2020

Reject Proposals submitted on RFP t1173 Billing Services and authorize new RFP T2147 .

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on rejecting proposals submitted on RFP T1173 Billing Services for the EMS Department and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under new RFP T2147.

**Background**

It is the recommendation that we reject all submissions to RFP T1773 EMS Billing to allow for revisions to the Specifications that would serve in the best interest of the county. An exemption is requested Pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. Point of contact is Beth Jones. The funding source is 01.0100.0540.004101 Collection Fees. The current budget (FY21) amount is \$510,000.00.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review**

|                                  |                    |                                 |
|----------------------------------|--------------------|---------------------------------|
| <b>Inbox</b>                     | <b>Reviewed By</b> | <b>Date</b>                     |
| Purchasing (Originator)          | Kerstin Hancock    | 10/15/2020 11:55 AM             |
| County Judge Exec Asst.          | Andrea Schiele     | 10/15/2020 12:08 PM             |
| Form Started By: Johnny Grimaldo |                    | Started On: 10/15/2020 08:57 AM |
| Final Approval Date: 10/15/2020  |                    |                                 |



**Commissioners Court - Regular Session****69.****Meeting Date:** 10/20/2020

Exempt FirstWatch as Sole Source Provider for proprietary Software System

**Submitted For:** Randy Barker**Submitted By:** Johnny Grimaldo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on exempting FirstWatch from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for real-time situational awareness, dash boarding, data analysis software system to analyze CAD, ePCR, ProQA, and 9-1-1 telephone data for the Williamson County and authorize the purchase.

**Background**

The exemption will allow continuation of service for Williamson County Emergency Communications (WCEC) and Williamson County Emergency Medical Service (EMS.) Estimated cost is \$29,338.00 and system enhancement with Annual Support and Maintenance for standard Firstwatch Triggers with initial cost of \$310.00. The sole source posting was in BidSync for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. Point of contact is Terry Purvis. Funding Source FY 2021: 01.0100.0581.004500; 01.0100.0581.004505

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Purchasing Agent Signed justification request  
Vendor Sole Source Letter  
Vendoer Sole Source Affidavit  
Departmental Recommendation letter  
NEgometrix Statement of Opening  
Renewal Quote  
Trigger quote

---

**Form Review**

|                                  |                    |                                 |
|----------------------------------|--------------------|---------------------------------|
| <b>Inbox</b>                     | <b>Reviewed By</b> | <b>Date</b>                     |
| Purchasing (Originator)          | Randy Barker       | 10/15/2020 11:40 AM             |
| County Judge Exec Asst.          | Andrea Schiele     | 10/15/2020 11:54 AM             |
| Form Started By: Johnny Grimaldo |                    | Started On: 10/15/2020 08:04 AM |
| Final Approval Date: 10/15/2020  |                    |                                 |





Randy Barker  
CPPO, CPPB  
PURCHASING AGENT / DIRECTOR

10/8/20

Williamson County Commissioners Court

Re: Sole Source recommendation for FirstWatch Solutions

Dear County Judge and Commissioners,

Recently our Emergency Communications Office made a renewal and amendment request for an existing contract with FirstWatch Solutions. These actions require new qualification as a sole source purchase of Data Analysis Software System. These services are supplied only by FirstWatch Solutions,, Inc. who is the owner, and the only provider of this service.

After reviewing all documentation requested and submitted, I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003(a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Kelly Luna, Emergency Communications Director
- Posting on Negometrix website for a period of fourteen (14) days to invite potential competition, with no responses received from alternate vendors

If you have any questions or concerns, please contact me at any time.

Sincerely,

*Randy Barker*

Randy Barker  
Williamson County Purchasing Agent / Director



Every Record. In Real Time. Automatically.



September 8, 2020

Terry Purvis, Division Manager – Technology, Logistics & Special Operations  
Williamson County Emergency Communications  
911 Tracy Chambers Lane  
Georgetown, TX 78626

Dear Terry,

The real-time situational awareness, dashboarding, data analysis/visualization, biosurveillance (and automated alerting) software system; known as **FirstWatch** – which is currently deployed and in use by hundreds of EMS, Fire, Law Enforcement, 9-1-1 Communications Centers, Public Health and Homeland Security teams is only available from a single vendor: **FirstWatch Solutions, Inc.** Further, FirstWatch software is highly proprietary and is considered to be a confidential intellectual property trade secret of FirstWatch Solutions, Inc. (and Stout Solutions, LLC).

FirstWatch is Patented Intellectual Property (IP) in the United States (# 9,642,562), Canada (# 2495768), New Zealand (# 538348), as well as in Australia (# 2003298552). Therefore, no other party is authorized to perform (or provide) the various system support functions and ongoing maintenance responsibilities (i.e. development, code corrections, product updates and/or 24.7.365 technical support), as there is absolutely no outside access to the proprietary FirstWatch IP source code whatsoever. Thus, FirstWatch is the single source for not only the acquisition, deployment, data source interface(s) and installation of the FirstWatch software / system, but the ongoing support of and maintenance service required for the aforementioned FirstWatch software / system as well. Furthermore, no other party is authorized to provide FirstWatch system enhancements, add-ons or system enhancement modules, additional features, capacity or hardware upgrades for (or to) the core FirstWatch system functionality.

The FirstWatch software system is currently deployed and LIVE in more than 290 metro areas across the United States and Canada. As of the date of this letter; FirstWatch is in use by 500+ Public Safety, Public Health and Homeland Security agencies for situational awareness, operational & performance monitoring, clinical quality measurements, as well as health surveillance, bioterrorism and other early event detection.

In addition to the core real-time FirstWatch system functionality; FirstWatch has also developed proprietary, highly specialized industry leading innovations which are offered as add-on system enhancement modules. These FirstWatch modules are unique and only available from FirstWatch and are designed to provide very specific, proven functionality. Two such examples are the Online Compliance Utility (OCU) module, as well as the FirstPass system enhancement module.

The Online Compliance Utility (OCU) module was specifically designed to automatically monitor contractual compliance in near real-time via a FirstWatch interface into Computer-Aided Dispatch (CAD) data. The OCU is created using a rules-based approach based upon contractual requirements that allow both contracted EMS (or Fire) providers, as well as the administrative oversight agency to mutually review incidents with response times outside of the OCU parameters, using a secure web-based approach. Exemptions, Exceptions, as well as requests for additional information are handled within the secure OCU environment and submitted/reviewed on a daily or weekly (as needed) basis.

Likewise, the FirstPass module enhances the core FirstWatch system functionality by automatically reviewing every ePCR (electronic patient care report) created by paramedics (during a prehospital patient encounter) in real-time & identify deviations in the paramedics' patient treatment procedures when compared against evidence based medical protocols, procedures and directives. FirstPass ultimately improves the quality of care delivered to patients and mitigate potential risk by quickly identifying medic performance trends on high risk, low frequency emergency medical interventions, like; STEMI, Stroke, ACS/Cardiac, Trauma and Airway Management. FirstPass offers a workflow-driven process which provides continuous monitoring of electronic patient records to quickly identify outliers and provide real-time feedback and alerts about potentially

concerning protocol deviations, incomplete or missing ePCR data elements (documentation errors or omissions), as well as potentially urgent patient safety issues. No other product is capable of automatically consuming real-time ePCR data (from any ePCR vendor system) into the core FirstWatch system data interface to provide completely automated, real-time clinical QA/QI analysis & review. The FirstPass real-time QA/QI ePCR review process combined with the embedded work-flow tools helps medical directors and clinical QA/QI teams provide feedback to paramedics immediately after a patient encounter. Both the OCU & FirstPass modules are actively improving contractual compliance & paramedic performance (and patient outcomes) for numerous systems across the US and Canada.

Listed below are some of the exclusively unique benefits and demonstrated system functions which support the designation of FirstWatch as not only a single source product, but as a single source provider related to the FirstWatch real-time data analysis & automated early warning system and its various core and system enhancement components:

- **Alignment with Homeland Security Needs & Requirements:** According to FEMA, there are 2.3 million First Responders and 23 million people in their support, 25.3 million individuals involved in defense and support of the country's Public Safety and Public Health. The majority of the sites at which FirstWatch is currently deployed are located within a governmental (State, County or Local) agency of Law Enforcement, Fire Department, Emergency Medical Service, Office of Emergency Services (Management) or Public Health. As an automated, real-time Early Detection and Warning System (in existence since 1999), FirstWatch's scalable architecture and algorithmic abilities, continue to assist the agencies noted above (as well as their personnel and their support groups, large and small) across the US and Canada, in identifying threats to the welfare of the public and first responders alike.

FirstWatch helps to provide closure to Homeland Security Presidential Directive 8 (HSPD-8) Capability Gaps noted via the Homeland Security Authorized Equipment List- (AEL) #13 (IT) Terrorism Incident Prevention Equipment, specifically associated with the following items:

- AEL # 13IT-00-ALRT: System, Alert/Notification;
- AEL # 13IT-00-DACQ: Data Acquisition;
- AEL # 13IT-00-DEXC: Data Exchange and Interoperability;
- AEL # 13IT-00-DFSN: Data Fusion/Synthesis; and
- AEL # 13IT-00-INTL: Systems, Intelligence Sharing.

FirstWatch is particularly well suited as a single or multi-faceted capability to the needs of Homeland Security related to the AEL items listed above and, in conjunction with that association, to the Target Capabilities List (TCL) of such items as...

- Information Gathering and Recognition of Indicators and Warnings
  - Intelligence and Information Sharing and Dissemination
  - Intelligence Analysis and Production
  - Epidemiological Surveillance and Investigation
  - Disaster Planning and Preparedness
  - Medical Surge and System Busy
- **Proven Ability to Integrate and Aggregate:** Only FirstWatch is designed to monitor disparate (or similar) data sources and data types, for Public Safety and Public Health from: 9-1-1 Phone and Computer Aided Dispatch (Police, Fire and EMS CAD) systems, to Electronic Patient Care Records (ePCR) systems, to Records Management (RMS) systems, to ProQA (algorithmic expert / telephonic triage) systems for EMS, Fire & Police, as well as Hospital Emergency Data (ED) systems, Nurse Call Triage data systems and Poison Control Center data among others. Whether the emergency situation is related to natural disaster, bioterrorism, or COVID-19, Ebola, Heroin/Opioid OD, SARS, MERS, or

even H1N1/ILI Flu - FirstWatch is designed to offer aggregated, real time data analysis, data visualizations and automated alerts to authorized stakeholders at the local, state or federal level.

- **Scalable System Design:** Only FirstWatch allows the addition of other data sources / data systems into “existing” deployed (“live”) FirstWatch systems. Real Time data from other FirstWatch customers may also be easily aggregated together (if authorization is provided and Triggers are available), to create a larger regional or statewide FirstWatch Network; for example, during the Ebola Outbreak of 2014, when FirstWatch provided Ebola Triggers to our existing customers in 80 metro areas (at no charge) to help protect First Responders and Citizens alike.
- **Exclusive Embedded Interface to FirstWatch within ProQA Software:** Only FirstWatch has partnered with Priority Dispatch Corporation (PDC) & International Academies of Emergency Dispatch (IAED) to create an “embedded FirstWatch interface” which is designed to enable real-time analysis of ProQA data for Emerging Infectious Disease, CBRNE, as well as for ProQA EMS, Fire and Law Enforcement Dispatch Driven Protocols and algorithms. The “embedded FirstWatch interface” can be located within Paramount in the “Admin Utility” or within legacy ProQA within the “Configuration Utility” (ProQA versions 3.4.1.41 (or newer)). FirstWatch is the **ONLY** real-time data monitoring & analysis (software) program in the world to seamlessly interface with ProQA (or their newest version; Paramount) to provide FirstWatch analytics & automated alerting functionality to mutual ProQA/Paramount/FirstWatch customers.
- **Experience with 9-1-1 / Public Safety (CAD, ProQA, Phone, ePCR, RMS) Data:** FirstWatch team members have more than 300 years of Public Safety experience collectively. Additionally, FirstWatch has more than 250 years of combined Public Safety software development experience. Since 1999 FirstWatch has been actively analyzing and aggregating 9-1-1 / Public Safety.
- **Automated, Real-Time Analysis & Alerting:** Only FirstWatch offers automatic analysis in real-time, from disparate Public Safety software platforms – to date more than (120) different vendor and home-grown systems have been interfaced with FirstWatch. The flexibility of the system offers user defined data analysis criteria, as well as offering new and innovative algorithms and algorithmic methodologies for real time data analysis and automated alerting.
- **Capacity:** Only FirstWatch analyzes and aggregates about **140,000** real time public safety records daily – on average one new record is analyzed every .08 seconds (that’s over 50,000,000 annually) **and the FirstWatch annual record volume grows, as new deployment sites go live.** To date, FirstWatch has processed more than **319 Million** public safety records (in real time) benefiting Public Safety, Public Health and Homeland Security teams across the US & Canada.
- **Existing LIVE Systems:** Only FirstWatch has LIVE systems deployed in 35 of the top 50 metro areas (by population) across the USA.

We hope the information provided above will help your team establish FirstWatch as the single source provider of not only the FirstWatch system itself, but also system enhancements, modules, maintenance and support for the FirstWatch system as well. If you have any other questions please let us know and we’d be happy to provide whatever additional information you may require. Thank you.

Respectfully,

*Marc*

Marc Baker, Partner & Vice President  
FirstWatch Solutions, Inc.  
760.658-9848  
[mbaker@firstwatch.net](mailto:mbaker@firstwatch.net)





Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared MARC BAKER, who after being duly sworn on oath stated the following:

My name is MARC BAKER. My title is PARTNER & V.P.  
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

#### Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: FIRSTWATCH SOFTWARE & SUPPORT SERVICES.  
I am the sole-source supplier of this item because: PATENTED I.P. & SOFTWARE ONLY AVAILABLE FROM FIRSTWATCH. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 15 day of SEPTEMBER, 2020.

[Signature] MARC BAKER

[Printed Name] [Title] PARTNER & V.P.

SWORN TO AND SUBSCRIBED before me on \_\_\_\_\_, 20\_\_\_\_, by  
[Printed Name]

[Signature] Notary Public

State of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

See attachment 44  
09112020

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 16  
day of September, 2020, by Marc Baker

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Mercedes Mancuso





# Williamson County Emergency Communications

*Respectful, Professional, Excellence in Service and Care*

RE: Sole Source - First Watch

09/18/2020

To Whom it May Concern,

FirstWatch was procured by Williamson County Emergency Services in 2011. Following implementation of FirstWatch, Williamson County foresees the continued need for the services, modules, and data connections that are offered by FirstWatch. No vendor, other than FirstWatch Solutions, Inc. offers the specific hardware, software, and services. This resource is essential and necessary for monitoring system and other key performance indicators for WCEC.

After reviewing the documentation, our Technology Division Manager has concluded that FirstWatch Solutions, Inc. is the only supplier of FirstWatch currently in use at Williamson County Emergency Communications and Williamson County EMS. There are no resellers that offer this product, modules, software, or services. Please move forward with the Sole Source process for continued use of this resource.

Warmest Regards,

Kelly Luna

Director

Williamson County Emergency Communications

(512) 864-8249

ksluna@wilco.org

## Statement of Opening



Read-only. Return to draft to continue editing the document

RETURN TO DRAFT

## Statement of opening of offers

The registration period for the purchase process SS First Watch Software and Support Services is closed on 07 Oct 2020 (Wed), 2:00 PM.

On 07 Oct 2020 (Wed), 2:10:00 PM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 07 Oct 2020 (Wed), 2:00 PM, will not be included in the procedure.

Registrations received:

Registration prices:

Reported by Johnny Grimaldo on 07 Oct 2020 (Wed), 2:10 PM

DOCUMENT READY FOR PUBLICATION





Helping the Helpers

1930 Palomar Point Way  
Suite 101  
Carlsbad, CA 92008

Phone: (760) 658-9864

Phone: (760) 658-9846

Fax: (760) 268-0922

E-mail: [accounting@firstwatch.net](mailto:accounting@firstwatch.net)

FEIN: 050544884

**BILL TO:**

Williamson Co Emergency Communications  
911 Tracy Chambers Ln.  
Georgetown, TX 78626

## Renewal Invoice

**Date**

**Invoice No.**

9/1/2020

FW107102

**Terms**

**P.O. No.**

30 Days

| ID  | Item                | Description                               | Contract | Qty | Amount   |
|-----|---------------------|---|----------|-----|----------|
|     |                     | FirstWatch - Annual Support & Maintenance |          |     |          |
|     |                     | New Term Year: 10/01/2020 - 09/30/2021    |          |     |          |
| 131 | Contract Mainten... | DS1 - OSS1/Sunguard CAD                   | 7,148.38 | 1   | 7,148.38 |
| 131 | Contract Mainten... | DS2 - ePCR                                | 3,573.56 | 1   | 3,573.56 |
| 131 | Recurring Trigger   | Trigger - Standard (10)                   | 200.00   | 10  | 2,000.00 |
| 131 | Perf Plus Module... | Module - Performance Plus                 | 601.00   | 1   | 601.00   |
| 131 | Contract Mainten... | DS3 - ProQA                               | 1,114.25 | 1   | 1,114.25 |
| 131 | Reports Maintena... | Report - ProQA Dashboard (Included w/DS3) | 0.00     | 1   | 0.00     |
| 131 | Recurring Trigger   | Trigger - Standard (20)                   | 200.00   | 20  | 4,000.00 |
| 131 | Contract Mainten... | DS4 - Training System                     | 1,166.99 | 1   | 1,166.99 |
| 131 | Reports Maintena... | Reports - Custom (Based on 10 dvlp hrs)   | 0.00     | 1   | 0.00     |
| 131 | Perf Plus Module... | Module - Performance Plus                 | 583.50   | 1   | 583.50   |

**Payment Terms and Information:**

Please make checks payable to . . .FirstWatch

Late payments may be subject to late charges of 1.5% per month.

THANK YOU FOR YOUR BUSINESS  
AND SUPPORT OF FIRSTWATCH!



Helping the Helpers

1930 Palomar Point Way  
Suite 101  
Carlsbad, CA 92008

Phone: (760) 658-9864

Phone: (760) 658-9846

Fax: (760) 268-0922

E-mail: [accounting@firstwatch.net](mailto:accounting@firstwatch.net)

FEIN: 050544884

**BILL TO:**

Williamson Co Emergency Communications  
911 Tracy Chambers Ln.  
Georgetown, TX 78626

## Renewal Invoice

**Date**

**Invoice No.**

9/1/2020

FW107102

**Terms**

**P.O. No.**

30 Days

| ID  | Item                | Description  | Contract | Qty     | Amount   |
|-----|---------------------|--|----------|---------|----------|
| 131 | FirstPass Module... | Module - FirstPass   | 7,001.94 | 1       | 7,001.94 |
| 131 | Contract Mainten... | DS - Phone System Data via E-CATS (Short Term Year: 12/09/2020 - 09/30/2021) | 2,200.00 | 0.83565 | 1,838.43 |

**Total**

**\$29,028.05**

Payment Terms and Information:

**Payments/Credits**

**\$0.00**

Please make checks payable to . . .FirstWatch  
Late payments may be subject to late charges of 1.5% per month.

**Balance Due**

**\$29,028.05**

THANK YOU FOR YOUR BUSINESS  
AND SUPPORT OF FIRSTWATCH!

**FirstWatch Solutions, Inc.**

1930 Palomar Point Way, Suite 101

Carlsbad, California 92008 USA

Phone: 760-943-9123 Fax: 760-268-0922

Atten: Carlynn Crampton, Regional Manager (Ph Ext 258)



## System Enhancement Quote

**Customer Information:**

Name: **Terry Purvis**  
Organization: **Williamson County Emergency Communications**  
Address: **911 Tracy Chambers Ln**  
City, ST Zip: **Georgetown, TX 78626**  
Phone: **512-864-8252**  
Email: **tpurvis@wilco.org**

**Quote Information:**

Date: 8/12/2020  
Expiration Date: 2/8/2021

| Qty  | Description  | Unit Price  | Item Total         |
|--|--|-------------|--------------------|
| <b>Triggers</b>  |  |             |                    |
| 4  | Standard FirstWatch Triggers                                     | \$400.00    | <b>\$1,600.00</b>  |
| 4  | Standard FirstWatch Triggers Annual Support & Maintenance        | \$200.00    | <b>\$800.00</b>    |
|  | Sub-total  |             | <b>\$2,400.00</b>  |
| <b>Other</b>   |  |             |                    |
| 1  | Prepaid Credit   | -\$2,890.00 | <b>-\$2,890.00</b> |
|  | Sub-total  |             | <b>-\$2,890.00</b> |
| <b>Prepaid Annual Support &amp; Maintenance (ASM) after Year 1</b> |  |             |                    |
| 1  | Additional Yrs of prepaid ASM (reallocate funds w/ FW as needed) | \$800.00    | <b>\$800.00</b>    |
|  | Sub-total  |             | <b>\$800.00</b>    |
| <b>Total of Items Above</b>  |  |             | <b>\$310.00</b>    |

Payment of All Year One Fees

|   |                 |
|---|-----------------|
| <b>System Enhancement (Payment of All Year One Fees) - Total:</b> | <b>\$310.00</b> |
|---|-----------------|

Estimated Annual Support & Maintenance beyond Year 1 (not applicable to Software as a Service option above)

|  |                 |
|--|-----------------|
| Estimated Annual Support & Maintenance for Year 3 (based on a 3% annual increase): | <b>\$848.72</b> |
| Estimated Annual Support & Maintenance for Year 4 (based on a 3% annual increase): | <b>\$874.18</b> |
| Estimated Annual Support & Maintenance for Year 5 (based on a 3% annual increase): | <b>\$900.41</b> |

WILCO converted from SaaS to Traditional and made two additional SaaS payments leaving a \$2,890 credit. They have opted to purchase 4 additional triggers and prepay the 2nd year annual support and maintenance leaving a total due of \$310

Please see Page 2 for Additional Information

**Thank you for the opportunity to present this quote.**

To authorize FirstWatch to proceed with proposed enhancements, please send PO or signed copy (all pages) back to:  
Fax - Sales @ (760) 268-0922 or Email - [ccrampton@firstwatch.net](mailto:ccrampton@firstwatch.net)

Accepted: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 'System Enhancement Quote' - 08/12/2020 - Additional Information

### General Project Information

FirstWatch has worked diligently to keep pricing 'fair and reasonable,' as well as in developing a REMOTE approach to FirstWatch software sales, presentation, deployment, installation, data interface, system configuration and training; as such we have NOT included any fees for travel associated with this project. If travel is requested / required by customer, customer will be asked to pay for all travel-related expenses (e.g., transportation, accommodations, food) incurred by FirstWatch at the request of customer and approved by customer in advance, for Software-related services such as on-site installation, training, customization, integration, support and maintenance.

This quotation is valid for 180 days from creation as noted on the top of page 1. For additional information or questions please contact the FirstWatch Representative also noted on the top of page 1.

### Payment Option - System Enhancement Standard Purchase

This payment option includes all Year 1 project fees, with a standard payment breakdown based upon the following project milestones: 50% of all Year 1 project fees payable at contract signing or receipt of a Purchase Order and the remaining 50% payable at project completion or Go Live.

### Payment Option - Software as a Service (Monthly Subscription)

Software as a Service (SaaS) / Monthly Subscription Fee acquisition option offers a flexible, (pay-over-time style) payment program which offers a lower upfront investment requirement and is designed to help "operationalize" FirstWatch deployment costs over a number of years (not just Year 1). This SaaS payment program requires one initial payment which includes (all fees to install, configure, train and project manage the quoted products and services) and offers a monthly payment plan going forward. The fixed, ongoing monthly subscription payment includes all FirstWatch fees (including recurring annual support and maintenance).

### FirstWatch - Standard Triggers

Standard FirstWatch triggers are defined as: existing (commercially available) FirstWatch trigger technology that does not require any custom programming. Regular triggers are based on existing functionality, related to existing data sources and data structures. Triggers requiring custom programming are considered non-standard or custom triggers and may have additional cost associated, which will be based on the estimated development efforts. Regular triggers are generally based on Syndromic Surveillance, Operational/Performance, or Situational Awareness monitoring. Details available upon request...or see Regular Trigger definition document for more details.

### Annual Support & Maintenance (ASM)

Annual Support recurs annually and includes: system enhancements, updates and patches, 24/7 urgent technical support, business hour support for routine issues and guidance with configuration of your FirstWatch System. Support fees increase annually. Annual Support fee increase is projected (for budget purposes) at 3% per year.

### Pre-paid Annual Support & Maintenance after Year 1

In exchange for pre-paying additional years of Annual Support & Maintenance (ASM), FirstWatch is providing the additional pre-paid years at the same rate as the initial year. At the end of this period of time, the ASM rate is subject to a possible percentage increase. This rate is currently 3% annually.

**Commissioners Court - Regular Session****70.****Meeting Date:** 10/20/2020

New Ambulances Proposal FY21

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Pricing Proposal between Williamson County and Siddon-Martins Emergency Group LLC to purchase four (4) Ford F-450 Type 1 Ambulances in the total amount of \$954,224.00 per HGAC Contract #AM10-20(EMS), and authorizing the purchase.

**Background**

This agreement is a Proposal for four (4) new ambulances plus equipment for Williamson County EMS. Department point of contact is Mike Knipstein. Funding Source 01.0100.0540.005700

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

proposal

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:36 AM

10/15/2020 12:07 PM

Started On: 10/13/2020 04:29 PM



**Siddons Martin Emergency Group, LLC**  
**3500 Shelby Lane**  
**Denton, TX 77073**  
**GDN P115891**  
**TXDOT MVD No. A115890**



September 30, 2020

**Mike Knipstein, EMS Director**  
**WILLIAMSON COUNTY EMS**  
**3151 SE INNER LOOP**  
**GEORGETOWN, TX 78626**

**Proposal For: 2020 Williamson County**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to WILLIAMSON COUNTY EMS. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB WILLIAMSON COUNTY EMS and training on operation and use of the apparatus.

| Description  | Amount                                |
|--|---------------------------------------|
| <b>Qty. 4 - New Quote - Ford Ford F 450 Type 1</b> |                                       |
| <b>(Unit Price - \$224,332.00)</b>                 |                                       |
| Delivery within 8-9 months of order date           |                                       |
| QUOTE # - SMEG-0001214-3                           | Vehicle Price                         |
|  | \$897,328.00                          |
|  | Stryker Power Loads (4) \$87,396.00   |
|  | Stryker Power Pro Cot (1) \$19,260.00 |
|  | Stryker Stair Chair (4) \$14,240.00   |
|  | FORD - F450 - WC (\$13,000.00)        |
|  | FORD - F450 - WC (\$13,000.00)        |
|  | FORD - F450 - WC (\$13,000.00)        |
|  | FORD - F450 - WC (\$13,000.00)        |
|  | FORD - F450 - WC (\$13,000.00)        |
| <hr/>  |                                       |
| <b>New Quote - UNIT TOTAL</b>                      |                                       |
|  | <b>\$953,224.00</b>                   |
| <hr/>  |                                       |
| SUB TOTAL  |                                       |
|  | \$953,224.00                          |
| <hr/>  |                                       |
| HGAC AM10-20(EMS)                                  |                                       |
|  | \$1,000.00                            |
| <hr/>  |                                       |
| <b>TOTAL</b>                                       |                                       |
|  | <b>\$954,224.00</b>                   |

Price guaranteed until 11/30/2020

**Additional:** The delivery terms of this proposal are contingent upon chassis arrival at REV Ambulance Group Orlando and signed work order confirmation by Williamson County EMS and Siddons-Martin Emergency Group.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

The terms and acceptance of this quote/proposal will be governed by the laws of the state of TX, with venue in Williamson County, TX.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

*Gretchen Peters*

**Gretchen Peters**

I, \_\_\_\_\_, the authorized representative of WILLIAMSON COUNTY EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date

**Commissioners Court - Regular Session****71.****Meeting Date:** 10/20/2020

Nemo-Q Exemption

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of que management software maintenance and support from Nemo-Q in the amount of \$10,592 and exempting from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement components for equipment.

**Background**

Approval of this item will support the operations of the Williamson County Tax Office. Nemo-Q is the que management software the Tax Office currently uses to allow customers to wait in line virtually. Nemo-Q is the only provider that can provide the maintenance and support for their software. The estimate is attached for the annual maintenance and support for FY2021 from a period of October 1st, 2020 to September 30th, 2021. This expenditure will be charged to 01.0100.0499.004505. Department contact is Larry Gaddes.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Estimate

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:36 AM

10/15/2020 12:08 PM

Started On: 10/14/2020 11:24 AM

NEMO-Q, Inc.  
4023 W University Dr, Bldg B  
McKinney, TX 75071 US  
972-347-1766  
accounting@nemo-q.com  
nemo-q.com



## Estimate

### ADDRESS

Williamson County Tax Collector  
Accounts Payable  
904 S Main St  
Georgetown, TX 78626

### SHIP TO

Williamson County Tax Collector  
904 S Main St  
Georgetown, TX 78626

ESTIMATE # 1201

DATE 08/05/2020

EXPIRATION DATE 09/30/2020

| ACTIVITY        | DESCRIPTION   | QTY | RATE     | AMOUNT   |
|-----------------|---|-----|----------|----------|
| Annual Warranty | Annual Equipment Warranty / Maintenance Agreement Software<br>10/1/2020 - 9/30/2021 | 1   | 2,550.00 | 2,550.00 |
| Annual Warranty | Annual Equipment Warranty / Maintenance Agreement Hardware<br>10/1/2020 - 9/30/2021 | 1   | 5,597.00 | 5,597.00 |
| 99080           | Online Appointment Scheduler<br>2/1/2021 - 9/30/2021                                | 1   | 1,743.00 | 1,743.00 |
| SMS License     | Annual SMS<br>2/1/2021 - 9/30/2021  | 1   | 642.00   | 642.00   |

TOTAL

**\$10,532.00**

Accepted By

Accepted Date

Remit To: NEMO-Q  
By Mail: PO Box 6090, McKinney, TX 75071  
By ACH: Bank - JP Morgan Chase  
Routing # - 111000614 Account # - 876031878  
Swift Code - CHASUS33

**Commissioners Court - Regular Session****72.****Meeting Date:** 10/20/2020

Tyler Tech Orion Exemption

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Orion Software Maintenance and Support in the amount of \$91,440 and exempting Tyler Technologies, Inc. from the competitive bidding requires per Texas Local Government Code, Section 262.024 (a)(7)(A) discretionary exemption for an item that can be obtained from only one source because of the existence of patents, copyrights, secret processes or monopolies.

**Background**

Approval of this item will support the operations of the Williamson County Tax Office. Tyler Technologies is the current and only provider of their Orion software that the Tax Office uses, and can therefore be the only provider of the annual software maintenance and support. Invoice is attached that covers the period of FY2021 from October 1st, 2020 to September 30th, 2021. This expenditure will be charged to 01.0100.0499.004208. Department contact is Larry Gaddes.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Tyler Invoice

---

**Form Review**

|                                 |                    |                                 |
|---------------------------------|--------------------|---------------------------------|
| <b>Inbox</b>                    | <b>Reviewed By</b> | <b>Date</b>                     |
| Purchasing (Originator)         | Randy Barker       | 10/15/2020 11:34 AM             |
| County Judge Exec Asst.         | Andrea Schiele     | 10/15/2020 12:08 PM             |
| Form Started By: Erica Smith    |                    | Started On: 10/14/2020 11:23 AM |
| Final Approval Date: 10/15/2020 |                    |                                 |



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 070-4860   | 09/01/2020 | 1 of 1 |

**Questions:**

Tyler Technologies - Appraisal & Tax  
Phone: 1-800-772-2260 Press 2, then 4  
Email: ar@tylertech.com



Bill To: Williamson County Tax Office  
904 South Main  
GEORGETOWN, TX 78626

Ship To: Williamson County Tax Office  
904 South Main  
GEORGETOWN, TX 78626

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 48898 - MAIN - MAIN    | 3893   |           | USD      | NET30 | 10/01/2020 |

| Date  | Description               | Units | Rate      | Extended Price |
|---|---------------------------|-------|-----------|----------------|
| Contract No.: Williamson County Tax Off           |                           |       |           |                |
|   | Orion: Collections Online | 1     | 91,440.00 | 91,440.00      |
| Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021 |                           |       |           |                |

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

|               |           |
|---------------|-----------|
| Subtotal      | 91,440.00 |
| Sales Tax     | 0.00      |
| Invoice Total | 91,440.00 |

**Commissioners Court - Regular Session****73.****Meeting Date:** 10/20/2020

DOI Projects and Issues

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards,  
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/17/2020

**Reviewed By**

Andrea Schiele

**Date**

09/17/2020 10:18 AM

Started On: 09/17/2020 09:43 AM



**Commissioners Court - Regular Session****74.****Meeting Date:** 10/20/2020

October 2020 Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive the October 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

October 2020 Construction Summary Report

October 2020 PowerPoint Presentation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/15/2020

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 12:03 PM

Started On: 10/13/2020 04:35 PM



# ROAD BOND PROGRAM

## Construction Summary Report

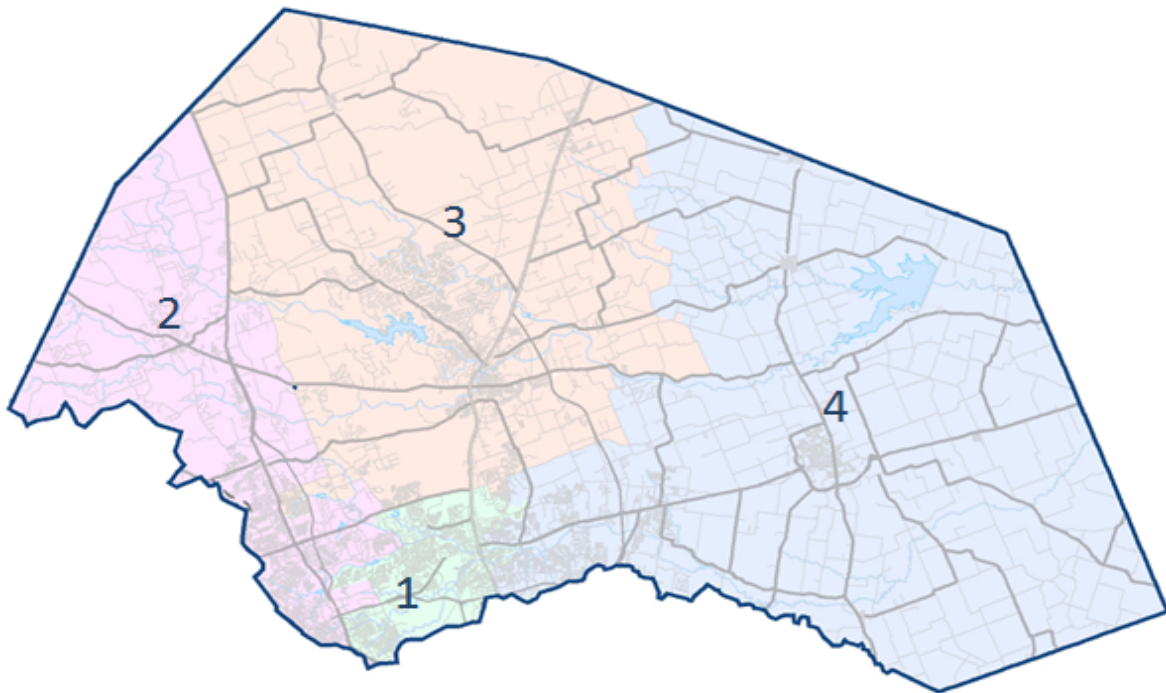
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# October 2020

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XIX - Issue No.10



Presented By:



# Table of Contents



|  |           |
|--|-----------|
| Completed Projects.....  | 1         |
| <b>PRECINCT No. 1 – Commissioner Terry Cook .....</b>                                  | <b>5</b>  |
| North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive).....               | 8         |
| Great Oaks Water Line Relocations .....  | 10        |
| Forest North Drainage Improvements Phase 3 .....                                       | 11        |
| O'Connor Traffic Signals (Morgan Hill, Liberty Walk, Great Oaks) .....                 | 13        |
| <b>PRECINCT No. 2 – Commissioner Cynthia Long .....</b>                                | <b>15</b> |
| Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road).....                     | 18        |
| Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) ..... | 19        |
| <b>PRECINCT No. 3 – Commissioner Valerie Covey .....</b>                               | <b>21</b> |
| CR 176 at RM 2243 (RM 2243 at Parkside Parkway) .....                                  | 24        |
| <b>PRECINCT No. 4 – Commissioner Russ Boles.....</b>                                   | <b>26</b> |
| CR 110 Middle (Limmer Loop to CR 107) .....  | 29        |
| CR 101 (US 79 to north of Chandler Road) .....   | 31        |

# **WILLIAMSON COUNTY**

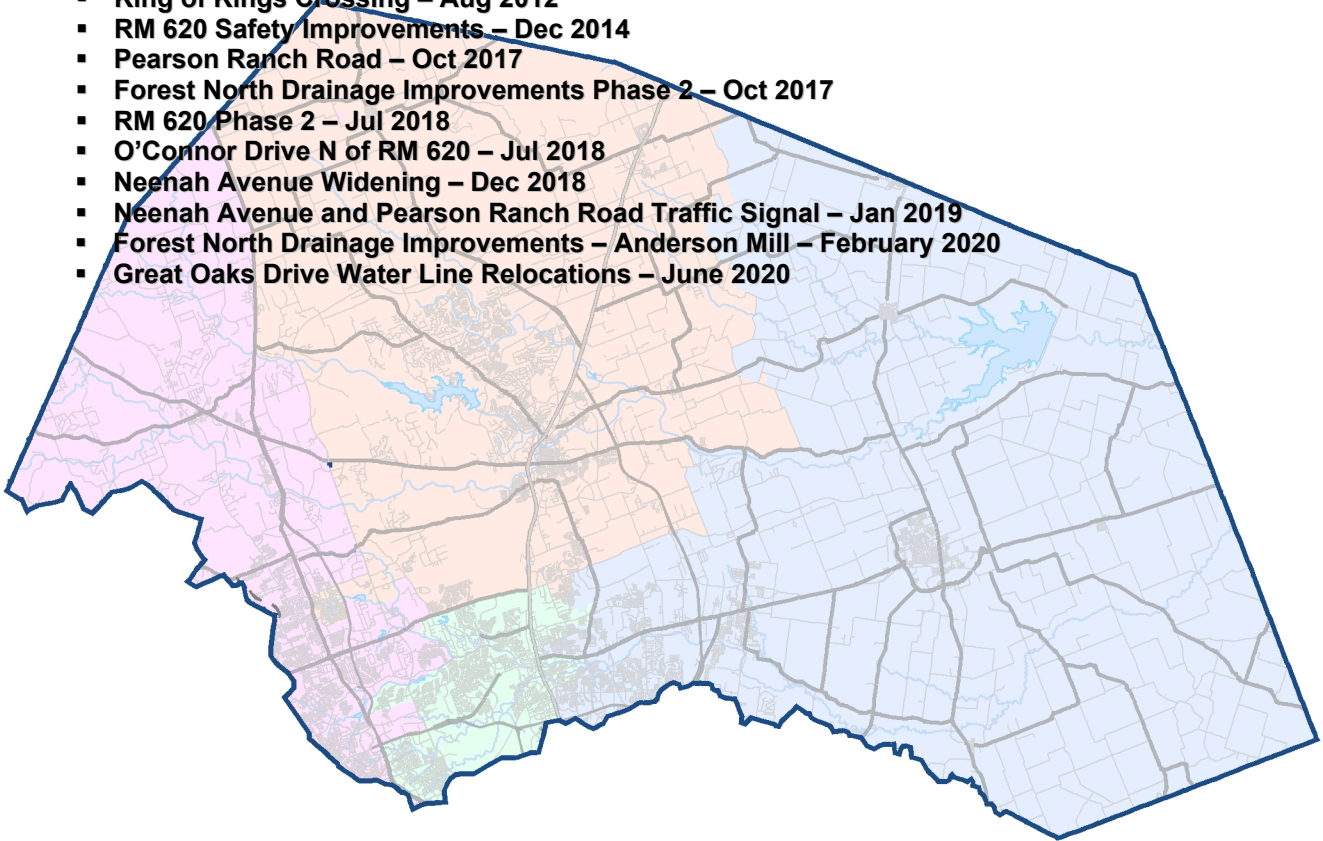
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2020

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019
- Forest North Drainage Improvements – Anderson Mill – February 2020
- Great Oaks Drive Water Line Relocations – June 2020



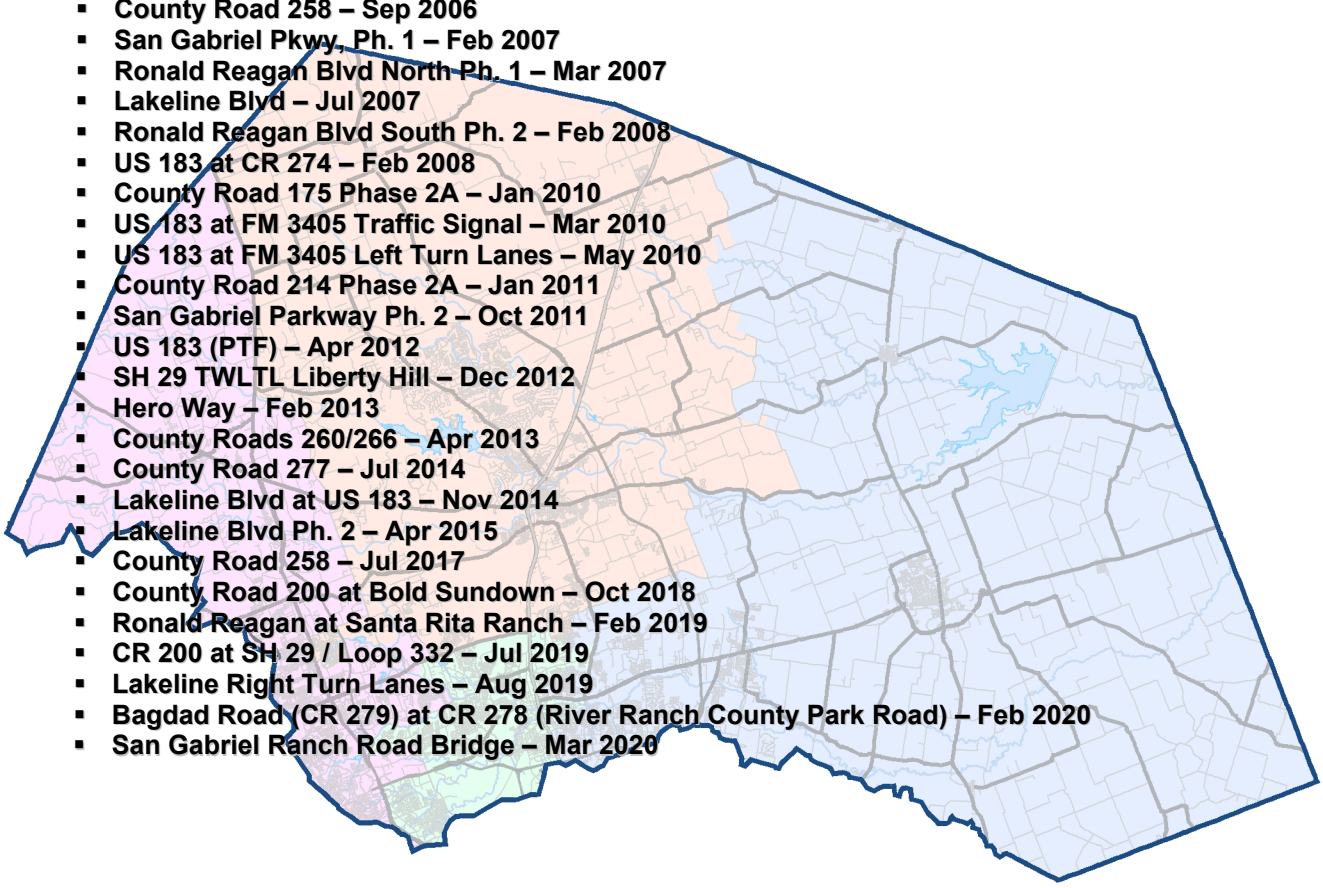
# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2020

#### **Precinct 2**

- 
- A map of Williamson County, Texas, with Precinct 2 highlighted in orange. The map shows major roads and geographical features like Lake Fork. The list of projects is overlaid on the map, primarily in the western and central parts of the precinct.
- RM 1869 at SH 29 (signal) – Aug 2002
  - River Bend Oaks – Feb 2003
  - County Road 175 – Jun 2003
  - County Road 200 – Sep 2003
  - Ronald Reagan Blvd, South Ph. 1 – Dec 2004
  - County Road 214 – Feb 2005
  - County Road 258 – Sep 2006
  - San Gabriel Pkwy, Ph. 1 – Feb 2007
  - Ronald Reagan Blvd North Ph. 1 – Mar 2007
  - Lakeline Blvd – Jul 2007
  - Ronald Reagan Blvd South Ph. 2 – Feb 2008
  - US 183 at CR 274 – Feb 2008
  - County Road 175 Phase 2A – Jan 2010
  - US 183 at FM 3405 Traffic Signal – Mar 2010
  - US 183 at FM 3405 Left Turn Lanes – May 2010
  - County Road 214 Phase 2A – Jan 2011
  - San Gabriel Parkway Ph. 2 – Oct 2011
  - US 183 (PTF) – Apr 2012
  - SH 29 TWLTL Liberty Hill – Dec 2012
  - Hero Way – Feb 2013
  - County Roads 260/266 – Apr 2013
  - County Road 277 – Jul 2014
  - Lakeline Blvd at US 183 – Nov 2014
  - Lakeline Blvd Ph. 2 – Apr 2015
  - County Road 258 – Jul 2017
  - County Road 200 at Bold Sundown – Oct 2018
  - Ronald Reagan at Santa Rita Ranch – Feb 2019
  - CR 200 at SH 29 / Loop 332 – Jul 2019
  - Lakeline Right Turn Lanes – Aug 2019
  - Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
  - San Gabriel Ranch Road Bridge – Mar 2020



# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2020

#### **Precinct 3**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018
- Southwest Bypass Segment 2 – Jan 2020

# **WILLIAMSON COUNTY**

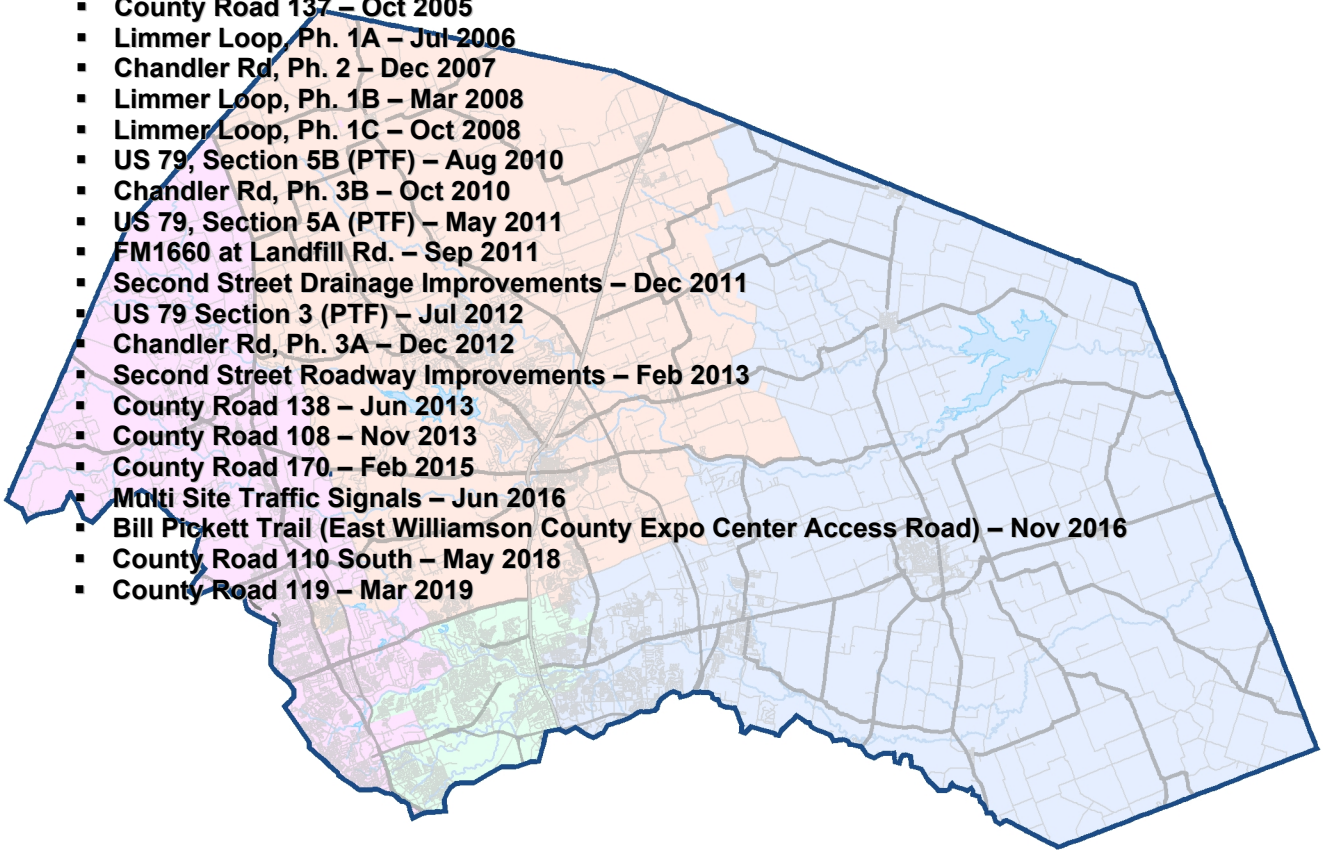
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2020

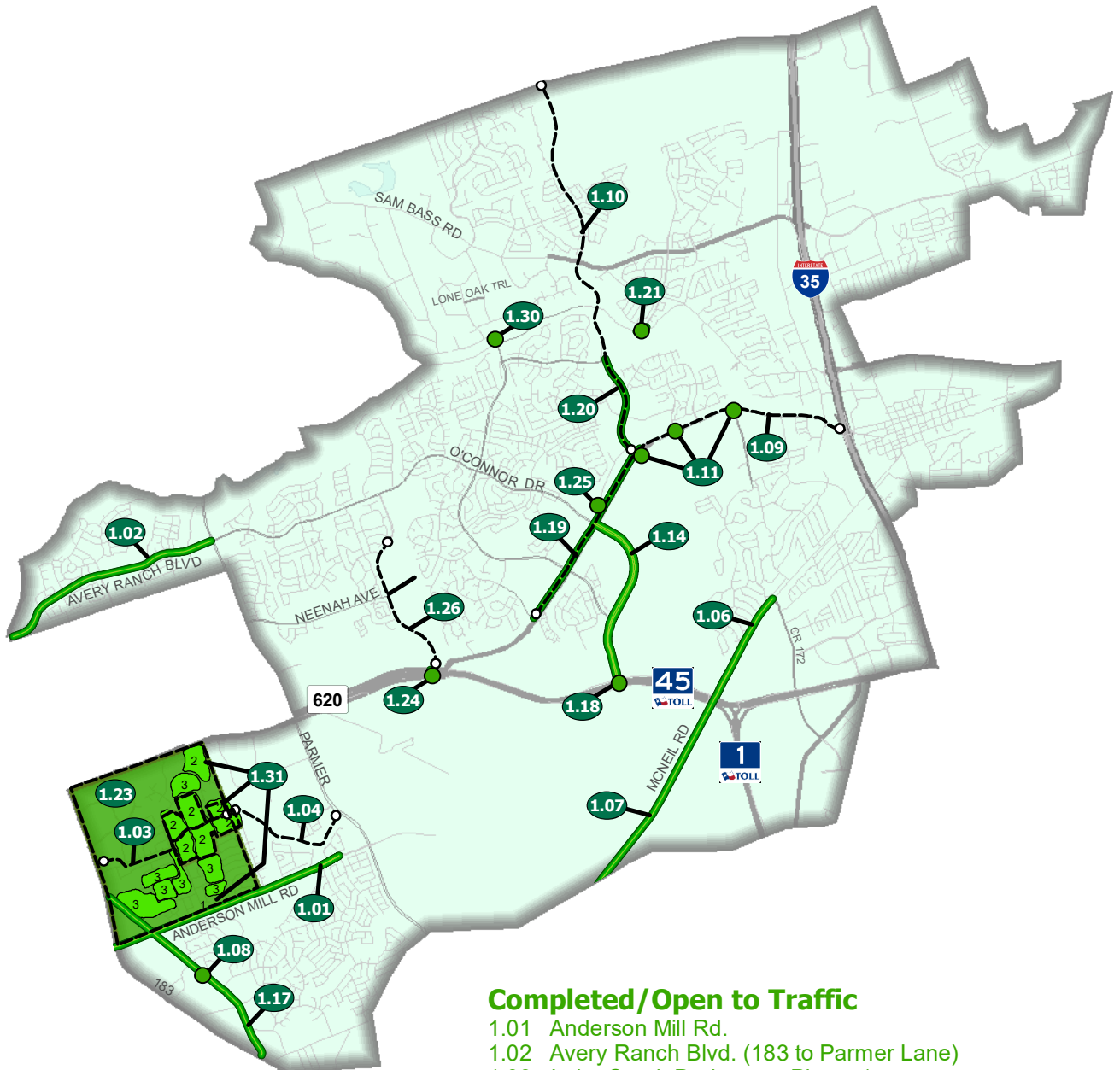
#### **Precinct 4**

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



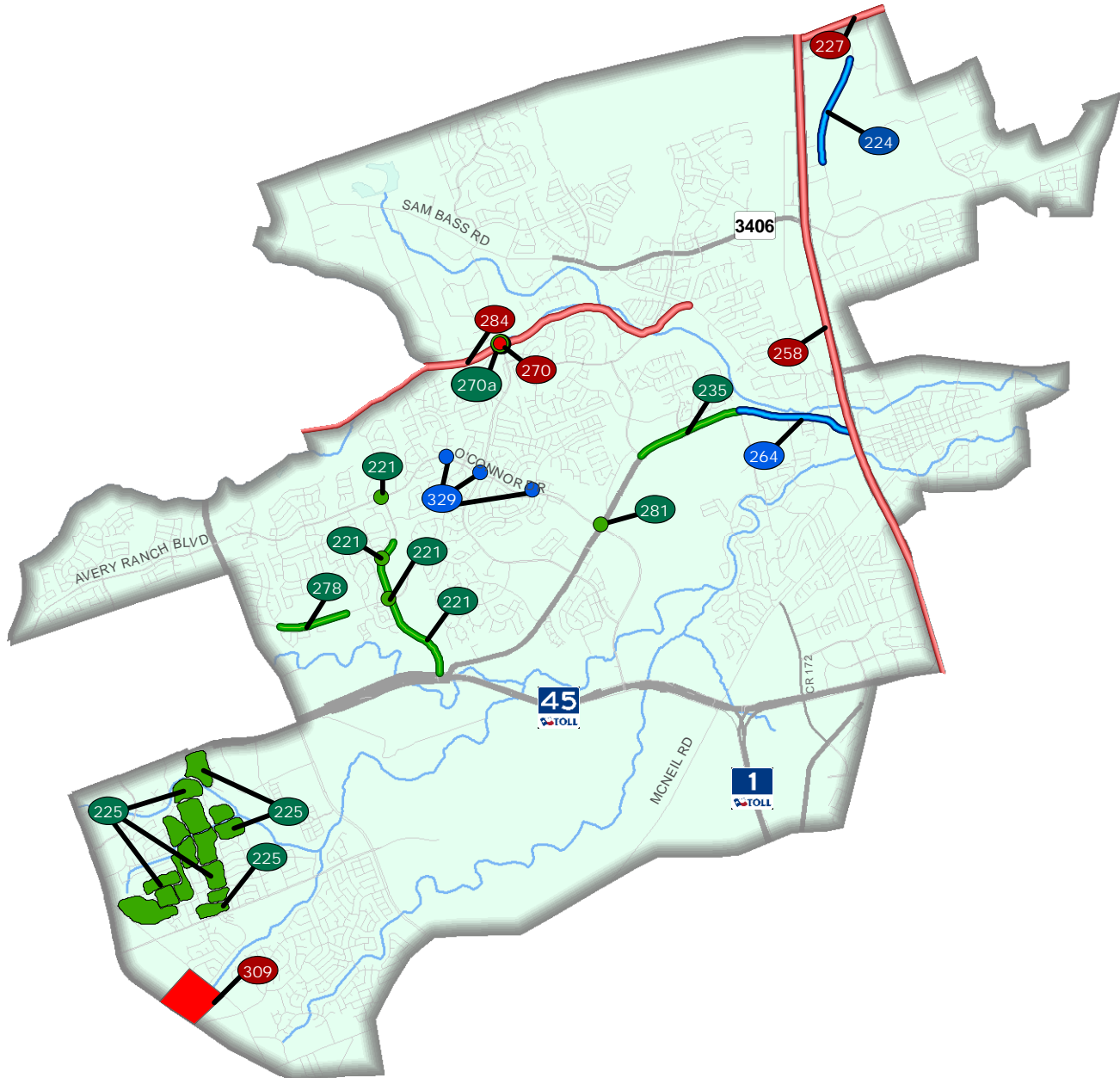
### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1    ○—○
- 1.04 Lake Creek Drainage – Phase 2    ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study    ○—○
- 1.10 Wyoming Springs North Study    ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1    [ ]
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design)    ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design)    [ ]
- 1.31 Forest North Drainage Improvements - Phase 3 (design)



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

### Under Construction/Bidding

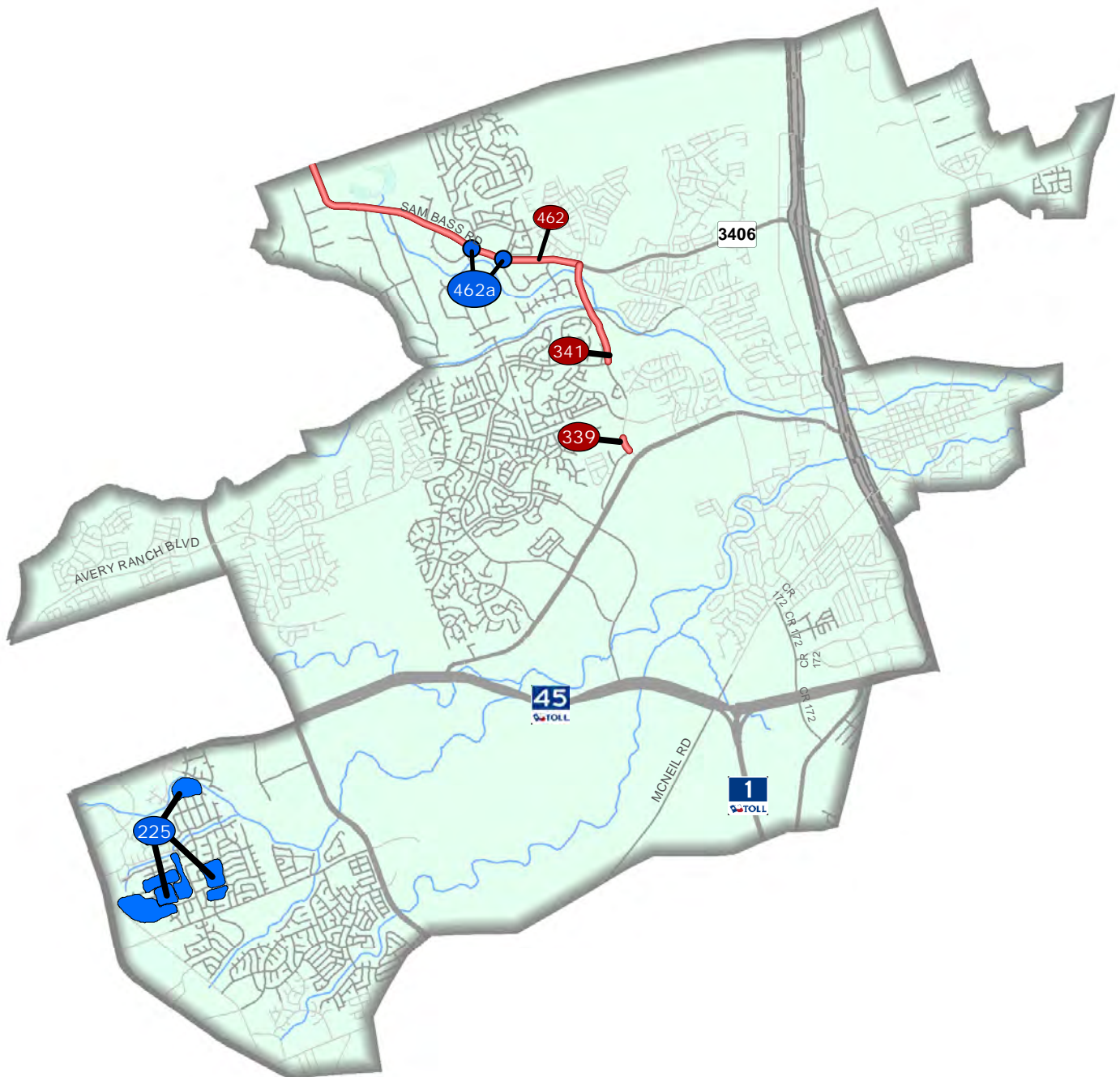
- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

### In Design

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

# 2019 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



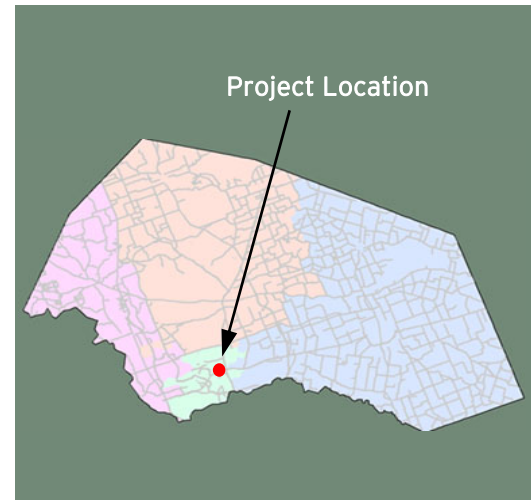
### Under Construction/Bidding

- 225 Forest North Drainage Improvements Phase 3
- 462a Corridor H/Sam Bass Road Interim Traffic Signals

### In Design

- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)





## North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Project Length: 1 mile  
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - December 2020  
Estimated Construction Cost: \$10.9 Million



## SEPTEMBER 2020 IN REVIEW

**09/04/2020:** Capital Excavation placed flexible base on the south end of the project. Subcontractor Capstar Electric installed electrical conduit and ground boxes on the south end of the project.

**09/11/2020:** The retaining wall at the detention pond on Parcel 7 was backfilled. Concrete curb and gutter was placed at the ends of the widening.

**09/18/2020:** The north driveway to the training center was formed and poured. Concrete curb and gutter tie-ins were completed. The concrete flume was formed and poured in the detention pond on the north end of the project.

**09/25/2020:** The sidewalk and shared use path were formed and poured on the north end of the project. Subcontractor Capstar Electric continued installing electrical conduit and ground boxes on the north end of the project and at the intersection of North Mays and Future Arterial L.

**10/02/2020:** Rock riprap was placed at the outfalls of the drainage structures. Subcontractor Lone Star Paving paved asphalt at the ends of the project. Subcontractor Capstar drilled and placed illumination foundations on the south end of the project.



Design Engineer: LJA Engineering  
Contractor: Capital Excavation  
Construction Observation:  
Kyle McCoy, HNTB

Williamson County  
Road Bond Program

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**  
**Project No. 1810-265**

Original Contract Price = \$10,775,835.75

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 11/14/2018            | 12/4/2018             | 1/18/2019                | 1/28/2019           |                               |                      | 410                      | 0                      | 410                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 1/28/2019             | 1/31/2019                | 4                   | \$523,139.40                  | \$523,139.40         | \$58,126.60              | \$58,126.60            | 5                            | 1                            |
| 2                     | 2/1/2019              | 2/28/2019                | 28                  | \$2,584.80                    | \$525,724.20         | \$287.20                 | \$58,413.80            | 5                            | 8                            |
| 3                     | 3/1/2019              | 4/30/2019                | 61                  | \$102,281.40                  | \$628,005.60         | \$11,364.60              | \$69,778.40            | 6                            | 23                           |
| 4                     | 5/1/2019              | 5/31/2019                | 31                  | \$593,318.74                  | \$1,221,324.34       | \$65,924.30              | \$135,702.70           | 12                           | 30                           |
| 5                     | 6/1/2019              | 6/30/2019                | 30                  | \$188,661.93                  | \$1,409,986.27       | \$20,962.44              | \$156,665.14           | 14                           | 38                           |
| 6                     | 7/1/2019              | 7/31/2019                | 31                  | \$590,007.31                  | \$1,999,993.58       | \$65,556.37              | \$222,221.51           | 20                           | 45                           |
| 7                     | 8/1/2019              | 8/31/2019                | 31                  | \$628,396.35                  | \$2,628,389.93       | \$69,821.82              | \$292,043.33           | 27                           | 53                           |
| 8                     | 9/1/2019              | 9/30/2019                | 30                  | \$2,393,911.61                | \$5,022,301.54       | \$265,990.17             | \$558,033.50           | 51                           | 60                           |
| 9                     | 10/1/2019             | 10/31/2019               | 31                  | \$724,961.48                  | \$5,747,263.02       | \$80,551.28              | \$638,584.78           | 59                           | 68                           |
| 10                    | 11/1/2019             | 11/30/2019               | 30                  | \$378,890.89                  | \$6,126,153.91       | \$42,098.99              | \$680,683.77           | 63                           | 75                           |
| 11                    | 12/1/2019             | 12/31/2019               | 31                  | \$341,316.16                  | \$6,467,470.07       | \$37,924.02              | \$718,607.79           | 66                           | 82                           |
| 12                    | 1/1/2020              | 1/31/2020                | 31                  | \$258,548.22                  | \$6,726,018.29       | \$28,727.58              | \$747,335.37           | 69                           | 90                           |
| 13                    | 2/1/2020              | 2/29/2020                | 29                  | \$191,886.33                  | \$6,917,904.62       | \$21,320.70              | \$768,656.07           | 71                           | 97                           |
| 14                    | 3/1/2020              | 3/31/2020                | 31                  | \$176,371.44                  | \$7,094,276.06       | \$19,596.83              | \$788,252.90           | 72                           | 105                          |
| 15                    | 4/1/2020              | 4/30/2020                | 30                  | \$395,476.16                  | \$7,489,752.22       | \$43,941.79              | \$832,194.69           | 76                           | 112                          |
| 16                    | 5/1/2020              | 5/31/2020                | 31                  | \$277,797.27                  | \$7,767,549.49       | \$30,866.36              | \$863,061.05           | 79                           | 120                          |
| 17                    | 6/1/2020              | 6/30/2020                | 30                  | \$385,340.38                  | \$8,152,889.87       | \$42,815.60              | \$905,876.65           | 83                           | 127                          |
| 18                    | 7/1/2020              | 7/31/2020                | 31                  | \$418,604.43                  | \$8,571,494.30       | \$46,511.61              | \$952,388.26           | 87                           | 134                          |
| 19                    | 8/1/2020              | 8/31/2020                | 31                  | \$202,731.51                  | \$8,774,225.81       | \$22,525.72              | \$974,913.98           | 90                           | 142                          |
| 20                    | 9/1/2020              | 9/30/2020                | 30                  | \$117,670.32                  | \$8,891,896.13       | \$13,074.48              | \$987,988.46           | 91                           | 149                          |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 5/5/2020        | \$0.00              | \$ -             |

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 5/5/2020        | \$24,898.11         | \$ 24,898.11     |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 3                          | 10/6/2020       | \$67,872.45         | \$ 92,770.56     |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 4                          | 10/6/2020       | \$21,002.40         | \$ 113,772.96    |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Adjusted Price = \$10,889,608.71

**Great Oaks Water Line Relocations**  
**Project No. 3185**

Original Contract Price = \$1,325,000.00

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 1/7/2020              | 2/4/2020              | 2/19/2020                | 2/24/2020           | 6/18/2020                     |                      | 60                       | 0                      | 60                           |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 2/24/2020             | 3/2/2020                 | 8                   | \$336,836.04                  | \$336,836.04         | \$37,426.23              | \$37,426.23            | 25                           | 13                           |
| 2                     | 3/2/2020              | 3/27/2020                | 26                  | \$359,779.20                  | \$696,615.24         | \$39,975.46              | \$77,401.69            | 52                           | 57                           |
| 3                     | 3/28/2020             | 5/5/2020                 | 39                  | \$493,633.29                  | \$1,190,248.53       | \$54,848.15              | \$132,249.84           | 88                           | 122                          |

10/2/2020 Comments - Substantial Completion was granted as of 6/18/20.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 6/2/2020        | \$30,099.11         | \$ 30,099.11     |

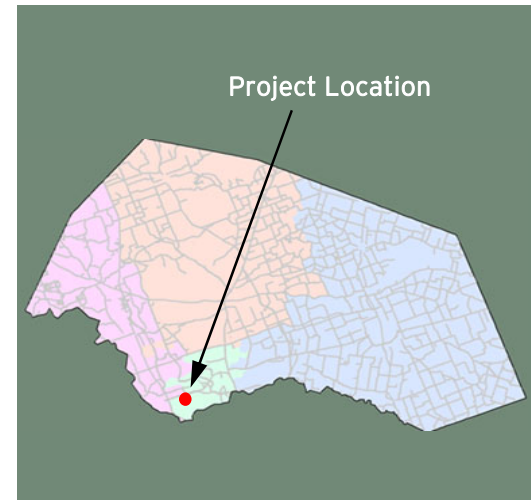
3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 6/2/2020        | \$140,830.73        | \$ 170,929.84    |

4B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

Adjusted Price = \$1,495,929.84





### Forest North Phase 3

(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood

Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - January 2022

Estimated Construction Cost: \$4.8 Million



### SEPTEMBER 2020 IN REVIEW

**09/04/2020:** DeNucci Constructors installed an 8" City of Austin (COA) water line on Chester Forest in the Norchester Zone. Storm sewer installation was completed along Broadmeade Avenue in the Braes Valley Zone. Flowable fill was poured in the Braes Valley Zone.

**09/11/2020:** Installation began on the 8" COA water line A on Stillforest Street in the Norchester Zone. The 8" COA water line B was installed on Stillforest Street across Chester Forest Street in the Sherbourne zone.

**09/18/2020:** COA water line services were installed on Stillforest in the Norchester zone. Ditch work and grading continued in the Braes Valley zone.

**09/25/2020:** Installation began for the 8" COA water line A on Longvale Street. Drop inlet aprons and driveways were formed and poured at various locations in the Braes Valley Zone.

**10/02/2020:** Installation began for the 8" COA water line on Springvale in the Shady Oaks Zone and continued for the 30" RCP storm sewer line pipe, drop inlets, and manholes on Stillforest in the Norchester Zone. Drop inlet aprons, curb and gutter, and driveways were formed and poured.



Design Engineer: K. Friese & Associates  
Contractor: DeNucci Constructors  
Construction Observation:  
Tracy Cooper, HNTB

Williamson County  
Road Bond Program

**Forest North Phase 3**  
**Project No. 3866**

Original Contract Price = \$4,793,058.15

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|-------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 4/23/2020      | 5/5/2020     | 6/1/2020                 | 6/11/2020         |                               |                      | 600                   | 0                 | 600               |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|
| 1                     | 6/11/2020             | 6/30/2020          | 20                  | \$162,371.70           | \$162,371.70         | \$18,041.30              | \$18,041.30            | 4             | 3                  |
| 2                     | 7/1/2020              | 7/31/2020          | 31                  | \$312,289.20           | \$474,660.90         | \$34,698.80              | \$52,740.10            | 11            | 9                  |
| 3                     | 8/1/2020              | 8/31/2020          | 31                  | \$290,125.80           | \$764,786.70         | \$32,236.20              | \$84,976.30            | 18            | 14                 |
| 4                     | 9/1/2020              | 9/30/2020          | 30                  | \$287,032.05           | \$1,051,818.75       | \$31,892.45              | \$116,868.75           | 24            | 19                 |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 10/6/2020       | \$22,353.00         | \$ 22,353.00     |

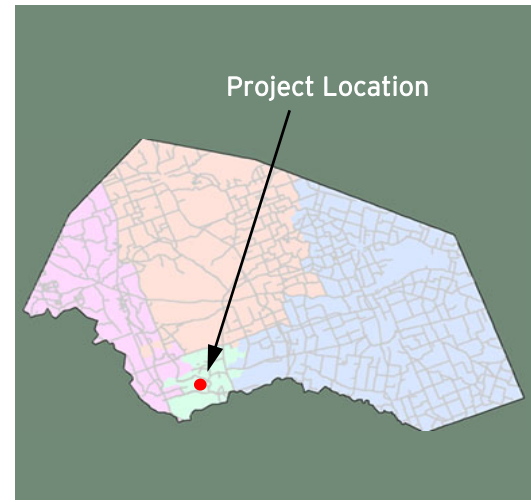
2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 10/6/2020       | \$5,019.92          | \$ 27,372.92     |

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Adjusted Price = \$4,820,431.07





## O'Connor Traffic Signals

(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles

Roadway Classification: Residential Intersections

Project Schedule: October 2019 - January 2021

Estimated Construction Cost: \$0.9 Million



## SEPTEMBER 2020 IN REVIEW

**09/04/2020:** Champion Infrastructure continued trenching and installing conduits at the southeast corner of the Liberty Walk intersection.

**09/11/2020:** Materials were delivered to the project and conduit installation continued at the southeast corner of the Liberty Walk intersection.

**09/18/2020:** The installation of conduits at the southeast corner of the Liberty Walk intersection and inside the median island east of the intersection were completed. Installation of ground boxes began and preparation for open cutting conduit crossings at Great Oaks continued.

**09/25/2020:** Setting ground boxes and concrete placement for ground box aprons were completed at the Liberty Walk intersection. Replacement of the removed sidewalks and curbs at the Liberty Walk intersection has begun.

**10/02/2020:** Concrete continued to be formed and placed for ground box aprons, sidewalks and curbs at the Liberty Walk intersection. Conduits for the controller cabinet at the northwest corner of the Liberty Walk intersection were installed. Design changes are ongoing, in response to differing site conditions at Liberty Walk and Great Oaks intersections.



Design Engineer: Kimley-Horn  
Contractor: Champion Infrastructure  
Construction Observation:  
Clayton Weber / Feng Chen, HNTB

Williamson County  
Road Bond Program



**O'Connor Traffic Signals**  
**Project No. 1907-333**

Original Contract Price = \$853,503.50

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|-------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 8/20/2019      | 9/17/2020    | 10/3/2019                | 10/14/2019        |                               |                      | 210                   | 0                 | 210               |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$ Used)</u> | <u>% Time Used</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------|
| 1                     | 6/1/2020              | 6/30/2020          | 30                  | \$91,850.40            | \$91,850.40          | \$10,205.60              | \$10,205.60            | 11                 | 14                 |
| 2                     | 7/1/2020              | 7/31/2020          | 31                  | \$56,002.50            | \$147,852.90         | \$6,222.50               | \$16,428.10            | 18                 | 29                 |
| 3                     | 8/1/2020              | 8/31/2020          | 31                  | \$80,984.74            | \$228,837.64         | \$8,998.30               | \$25,426.40            | 28                 | 44                 |
| 4                     | 9/1/2020              | 9/30/2020          | 30                  | \$41,649.50            | \$270,487.14         | \$4,627.73               | \$30,054.13            | 33                 | 58                 |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 9/29/2020       | \$19,683.04         | \$ 19,683.04     |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 10/6/2020       | \$33,656.00         | \$ 53,339.04     |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

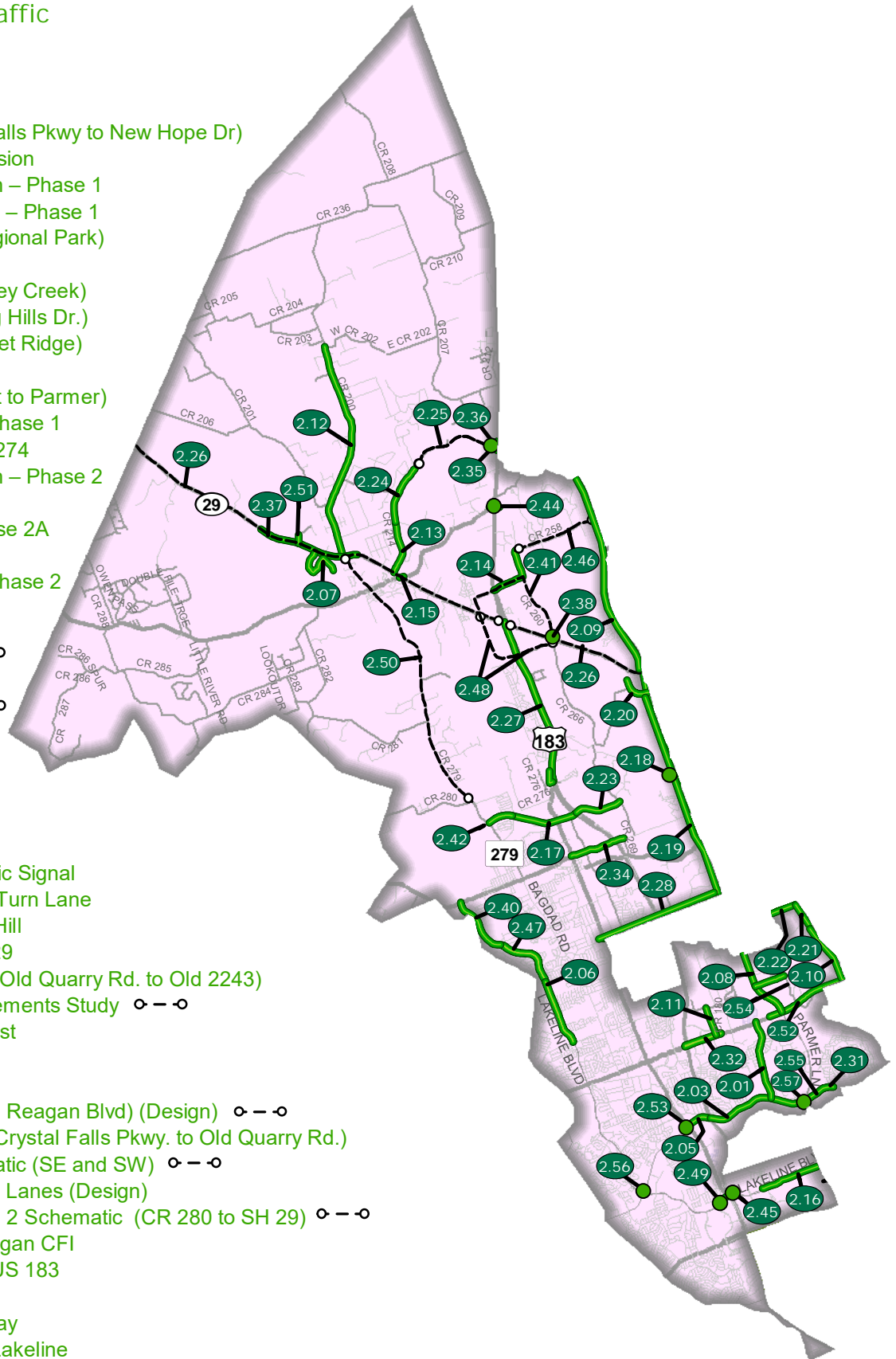
Adjusted Price = \$906,842.54

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG

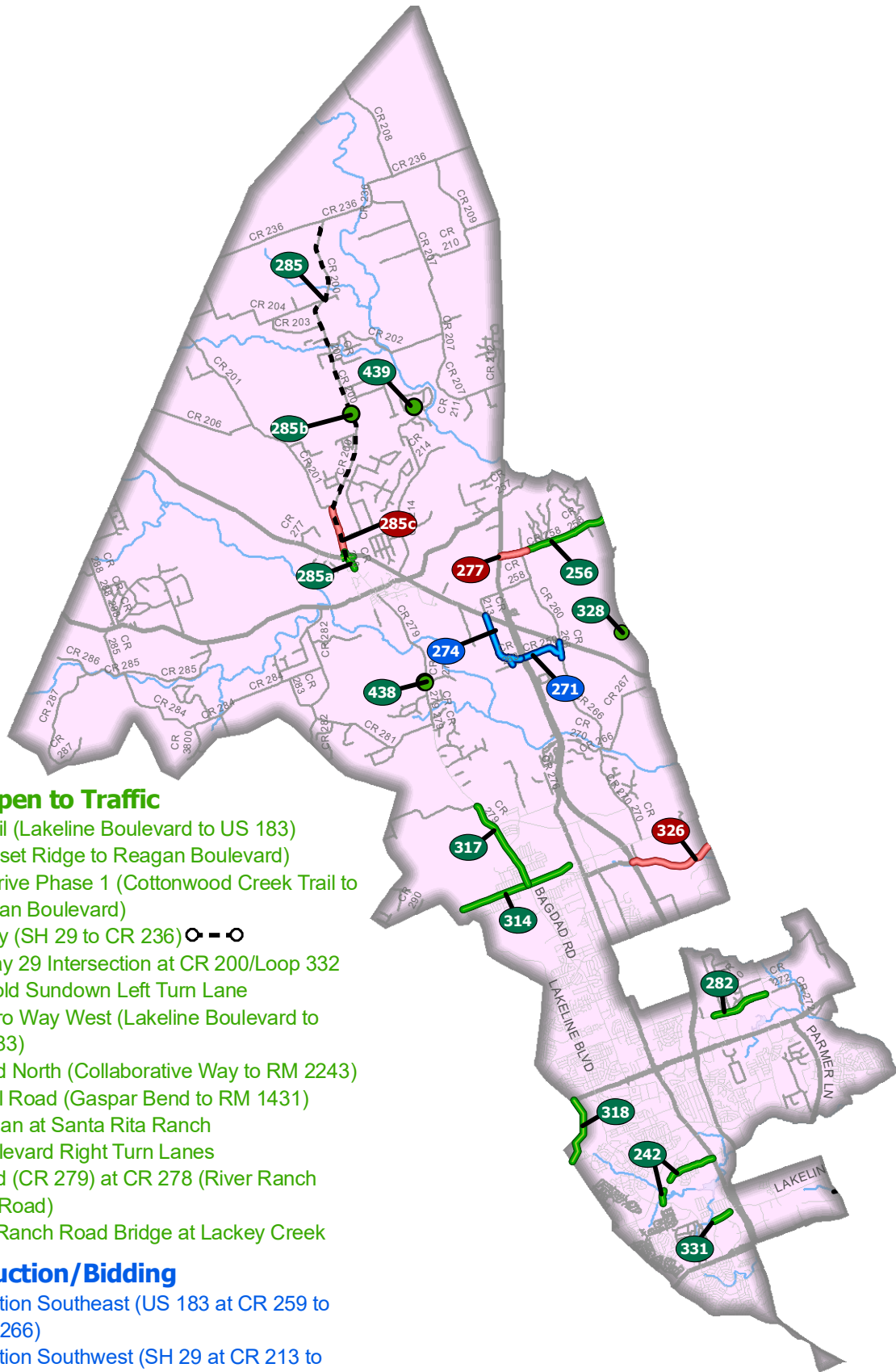
### Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

### Under Construction/Bidding

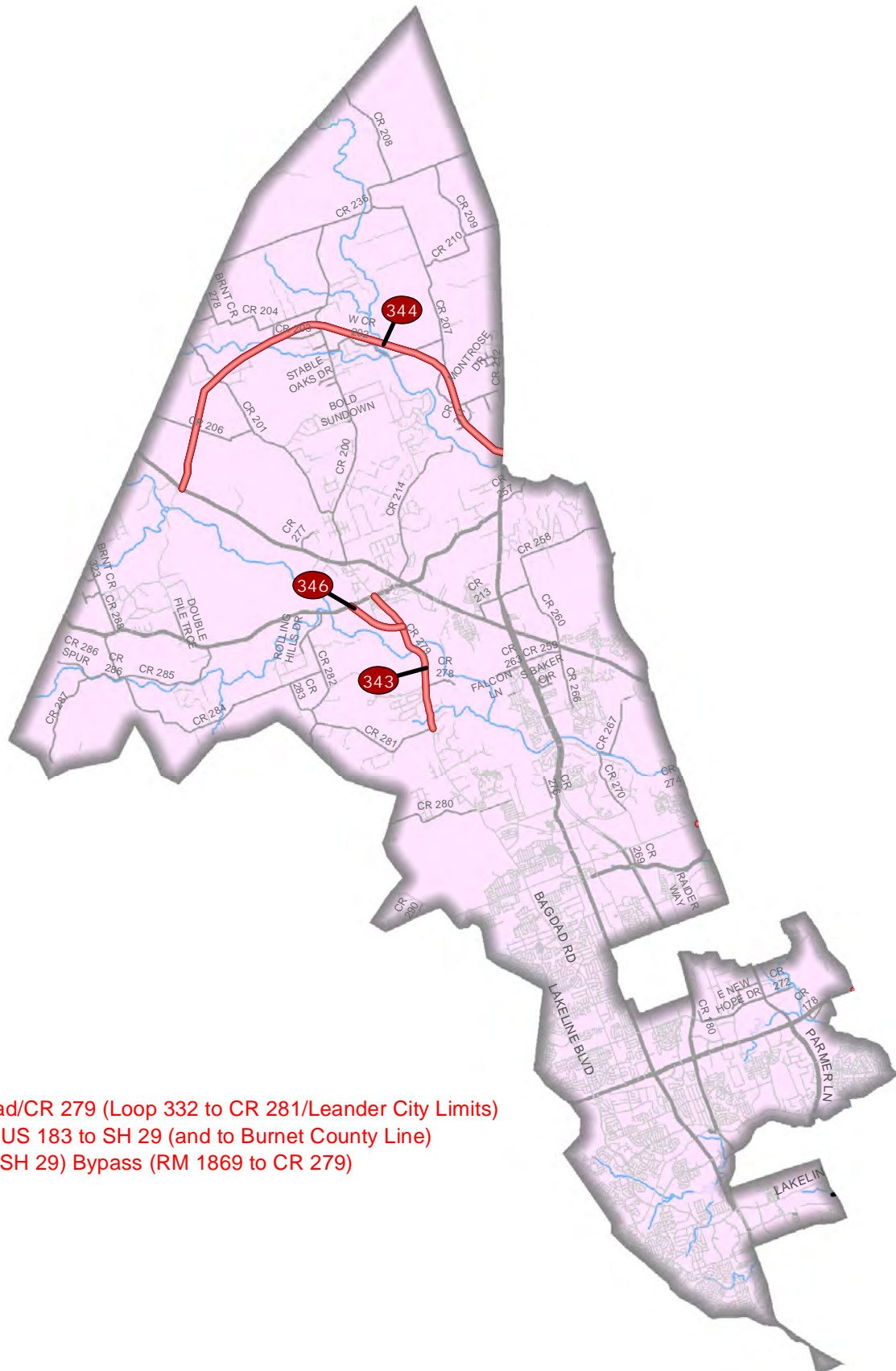
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)

### In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)
- 326 RM 2243 Realignment (183A to Southwest Bypass)

# 2019 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### In Design

- 343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
- 344 Corridor I2 (US 183 to SH 29 (and to Burnet County Line)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)**  
**Project No. 1805-229**

Original Contract Price = \$2,959,000.00

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 8/15/2018             | 9/11/2018             | 10/18/2018               | 10/28/2018          | 2/13/2020                     |                      | 480                      |                        | 480                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 10/28/2018            | 12/31/2018               | 65                  | \$7,296.69                    | \$7,296.69           | \$810.74                 | \$810.74               | 0                            | 14                           |
| 2                     | 1/1/2019              | 1/31/2019                | 31                  | \$204,653.21                  | \$211,949.90         | \$22,739.25              | \$23,549.99            | 8                            | 20                           |
| 3                     | 2/1/2019              | 2/28/2019                | 28                  | \$159,772.72                  | \$371,722.62         | \$17,752.52              | \$41,302.51            | 14                           | 26                           |
| 4                     | 3/1/2019              | 3/31/2019                | 31                  | \$137,964.55                  | \$509,687.17         | \$15,329.40              | \$56,631.91            | 19                           | 32                           |
| 5                     | 4/1/2019              | 4/30/2019                | 30                  | \$194,875.30                  | \$704,562.47         | \$21,652.81              | \$78,284.72            | 26                           | 39                           |
| 6                     | 5/1/2019              | 5/31/2019                | 31                  | \$136,748.31                  | \$841,310.78         | \$15,194.26              | \$93,478.98            | 31                           | 45                           |
| 7                     | 6/1/2019              | 6/30/2019                | 30                  | \$1,833.75                    | \$843,144.53         | \$203.75                 | \$93,682.73            | 31                           | 51                           |
| 8                     | 7/1/2019              | 7/31/2019                | 31                  | \$52,512.42                   | \$895,656.95         | \$5,834.67               | \$99,517.40            | 33                           | 58                           |
| 9                     | 8/1/2019              | 8/31/2019                | 31                  | \$200,547.82                  | \$1,096,204.77       | \$22,283.13              | \$121,800.53           | 40                           | 64                           |
| 10                    | 9/1/2019              | 9/30/2019                | 30                  | \$207,014.36                  | \$1,303,219.13       | \$23,001.60              | \$144,802.13           | 48                           | 70                           |
| 11                    | 10/1/2019             | 10/31/2019               | 31                  | \$236,499.39                  | \$1,539,718.52       | \$26,277.71              | \$171,079.84           | 57                           | 77                           |
| 12                    | 11/1/2019             | 11/30/2019               | 30                  | \$123,864.67                  | \$1,663,583.19       | \$13,762.74              | \$184,842.58           | 61                           | 83                           |
| 13                    | 12/1/2019             | 12/31/2019               | 31                  | \$137,437.19                  | \$1,801,020.38       | \$15,270.80              | \$200,113.38           | 66                           | 90                           |
| 14                    | 1/1/2020              | 1/31/2020                | 31                  | \$603,824.45                  | \$2,404,844.83       | \$67,091.60              | \$267,204.98           | 88                           | 96                           |
| 15                    | 2/1/2020              | 2/29/2020                | 14                  | \$78,833.21                   | \$2,483,678.04       | \$8,759.25               | \$275,964.23           | 91                           | 99                           |
| 16                    | 3/1/2020              | 3/31/2020                | 0                   | \$22,139.83                   | \$2,505,817.87       | \$2,459.98               | \$278,424.21           | 92                           | 99                           |
| 17                    | 4/1/2020              | 4/30/2020                | 0                   | \$2,202.31                    | \$2,508,020.18       | \$244.70                 | \$278,668.91           | 92                           | 99                           |
| 18                    | 5/1/2020              | 5/31/2020                | 0                   | \$23,494.25                   | \$2,531,514.43       | \$2,610.47               | \$281,279.38           | 93                           | 99                           |
| 19                    | 6/1/2020              | 6/30/2020                | 0                   | \$7,866.87                    | \$2,539,381.30       | \$874.10                 | \$282,153.48           | 93                           | 99                           |
| 20                    | 7/1/2020              | 7/31/2020                | 0                   | \$30,656.69                   | \$2,570,037.99       | \$3,406.30               | \$285,559.78           | 95                           | 99                           |

1/2/2020 Comments - Awaiting grass growth.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 11/26/2019      | \$53,416.00         | \$ 53,416.00     |

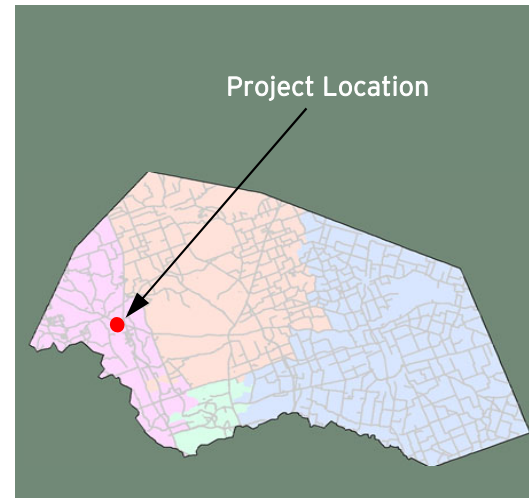
1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 5/19/2020       | \$7,944.11          | \$ 61,360.11     |

3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Adjusted Price = \$3,020,360.11





## Seward Junction Improvements

(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles

Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - January 2021

Estimated Construction Cost: \$13.7 Million



## SEPTEMBER 2020 IN REVIEW

**09/11/2020: Southwest:** Subcontractor JKB installed the 6" and 8" wastewater lines into the steel encasements, part of the relocation of the existing utility lines, south of SH 29. Ditches were graded along the east side of the roadway from SH 29 down to Culvert E. Jordan Foster obliterated more of Tx Materials' old driveway south of SH 29. **Southeast:** The Contractor placed some 18" rock riprap in Channel E downstream of the ditches. Subcontractor Roadway Specialties installed the guardrail on Bridge E. **PEC Pond:** The Contractor continued topsoil placement along the trickle channel and the safety end treatments at the PEC maintenance driveway.

**09/25/2020: Southwest:** Subcontractor JKB welded up the encasement pipe, and installed the 6" water line. The tie-in of the 6" water line south of SH 29 was completed. JKB adjusted 2 manholes between Tx Materials driveways 1 and 3. Jordan Foster began excavation to subgrade from SH 29 to 600' south of SH 29. **Southeast:** The Contractor fine graded flexible base, near PEC and on CR 266. Subcontractor Tx Materials placed the prime coat on these two areas and placed the 1" bond breaker near PEC on CR 259 and on CR 266. Subcontractor ESSI seeded and placed silt fence, rock berms, and soil retention blankets between US 183 northbound and PEC. Subcontractor Roadway Specialties installed the guardrail at SH 29 and CR 266.



Design Engineer: K Frieze and Aguirre & Fields  
Contractor: Jordan Foster Construction  
Construction Observation:  
Steven Shull / Feng Chen, HNTB

Williamson County  
Road Bond Program

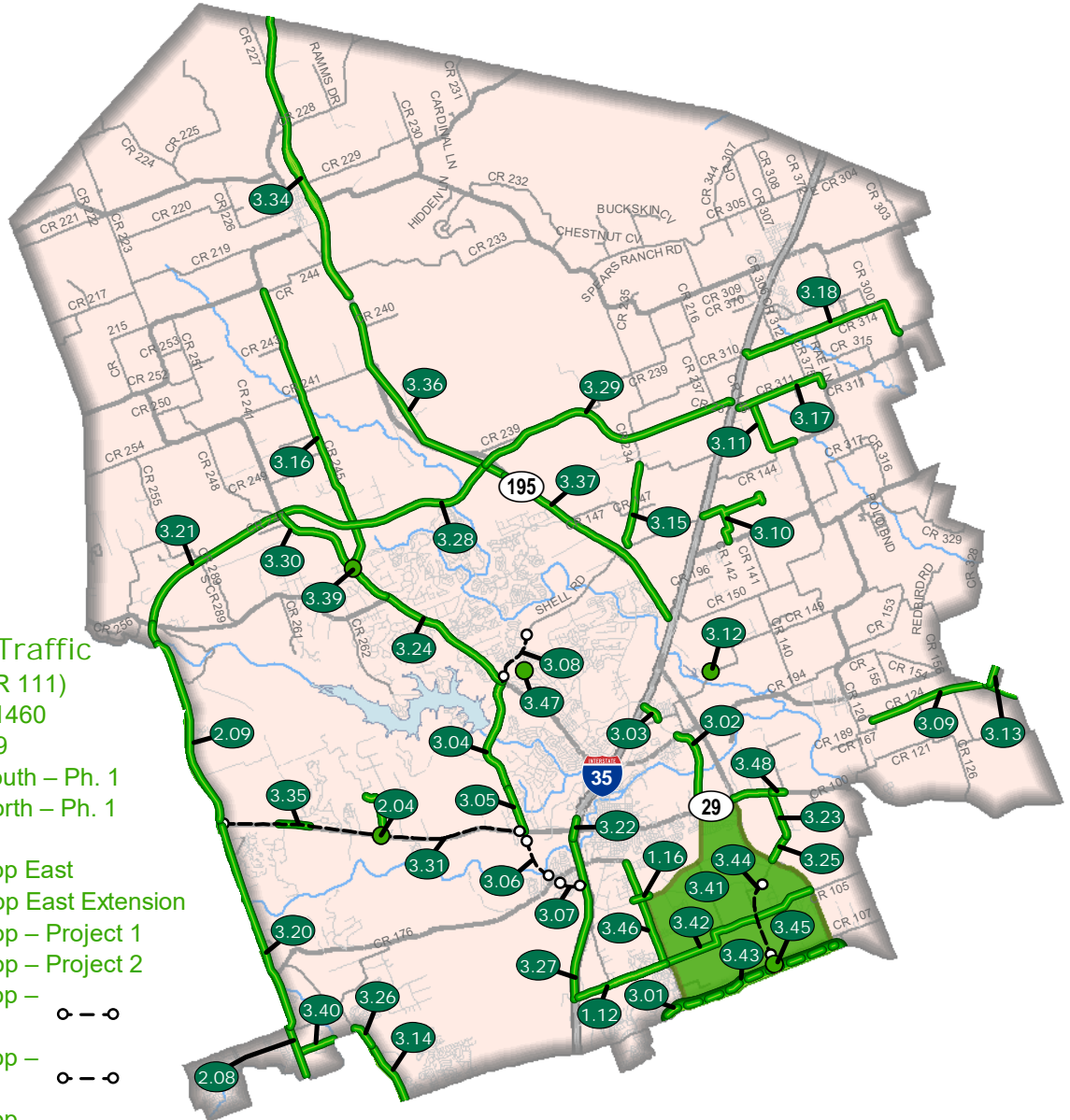
**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)**  
**Project No. 1812-282**

Original Contract Price = \$13,270,258.10

| <u>Letting</u>   | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|--|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 12/19/2018   | 3/5/2019              | 4/22/2019                | 5/2/2019            |                               |                      | 540                      |                        | 540                          |                              |
| <u>Invoice Number</u>  | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1  | 5/2/2019              | 6/30/2019                | 60                  | \$1,138,506.71                | \$1,138,506.71       | \$126,500.75             | \$126,500.75           | 9                            | 11                           |
| 2  | 7/1/2019              | 7/31/2019                | 31                  | \$900,193.70                  | \$2,038,700.41       | \$100,021.52             | \$226,522.27           | 17                           | 17                           |
| 3  | 8/1/2019              | 8/31/2019                | 31                  | \$500,440.00                  | \$2,539,140.41       | \$55,604.44              | \$282,126.71           | 21                           | 23                           |
| 4  | 9/1/2019              | 9/30/2019                | 30                  | \$781,187.35                  | \$3,320,327.76       | \$86,798.60              | \$368,925.31           | 27                           | 28                           |
| 5  | 10/1/2019             | 10/31/2019               | 31                  | \$629,436.02                  | \$3,949,763.78       | \$69,937.33              | \$438,862.64           | 32                           | 34                           |
| 6  | 11/1/2019             | 11/30/2019               | 30                  | \$278,357.53                  | \$4,228,121.31       | \$30,928.62              | \$469,791.26           | 34                           | 39                           |
| 7  | 12/1/2019             | 12/31/2019               | 31                  | \$499,295.12                  | \$4,727,416.43       | \$55,477.23              | \$525,268.49           | 38                           | 45                           |
| 8  | 1/1/2020              | 1/31/2020                | 31                  | \$507,587.04                  | \$5,235,003.47       | \$56,398.56              | \$581,667.05           | 42                           | 51                           |
| 9  | 2/1/2020              | 2/29/2020                | 29                  | \$495,830.37                  | \$5,730,833.84       | \$55,092.26              | \$636,759.31           | 47                           | 56                           |
| 10   | 3/1/2020              | 3/31/2020                | 31                  | \$1,495,940.26                | \$7,226,774.10       | -\$256,402.78            | \$380,356.53           | 56                           | 62                           |
| 11   | 4/1/2020              | 4/30/2020                | 30                  | \$925,168.98                  | \$8,151,943.08       | \$48,693.11              | \$429,049.64           | 63                           | 68                           |
| 12   | 5/1/2020              | 5/31/2020                | 31                  | \$751,064.06                  | \$8,903,007.14       | \$39,529.68              | \$468,579.32           | 68                           | 73                           |
| 13   | 6/1/2020              | 6/30/2020                | 30                  | \$728,210.17                  | \$9,631,217.31       | \$38,326.85              | \$506,906.17           | 74                           | 79                           |
| 14   | 7/1/2020              | 7/31/2020                | 31                  | \$418,630.14                  | \$10,049,847.45      | \$22,033.17              | \$528,939.34           | 77                           | 85                           |
| 15   | 8/1/2020              | 8/31/2020                | 31                  | \$266,456.21                  | \$10,316,303.66      | \$14,024.01              | \$542,963.35           | 79                           | 90                           |
| 16   | 9/1/2020              | 9/30/2020                | 30                  | \$216,227.68                  | \$10,532,531.34      | \$11,380.40              | \$554,343.75           | 81                           | 96                           |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 01   |                       |                          |                     | 2/28/2020                     |                      | \$112,306.36             |                        | \$ 112,306.36                |                              |
| 1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.  |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 02   |                       |                          |                     | 6/16/2020                     |                      | \$9,946.75               |                        | \$ 122,253.11                |                              |
| 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.  |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 03   |                       |                          |                     | 7/21/2020                     |                      | \$3,372.67               |                        | \$ 125,625.78                |                              |
| 2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.  |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 04   |                       |                          |                     | 8/4/2020                      |                      | \$17,647.04              |                        | \$ 143,272.82                |                              |
| 2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.   |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 05   |                       |                          |                     | 8/4/2020                      |                      | \$272,222.65             |                        | \$ 415,495.47                |                              |
| 2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.  |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| <u>Change Order Number</u>   |                       |                          |                     | <u>Approved</u>               |                      | <u>Cost This CO</u>      |                        | <u>Total COs</u>             |                              |
| 06   |                       |                          |                     | 10/6/2020                     |                      | \$681.04                 |                        | \$ 416,176.51                |                              |
| 2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project. |                       |                          |                     |                               |                      |                          |                        |                              |                              |
| Adjusted Price = \$13,686,434.61   |                       |                          |                     |                               |                      |                          |                        |                              |                              |

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/Open to Traffic

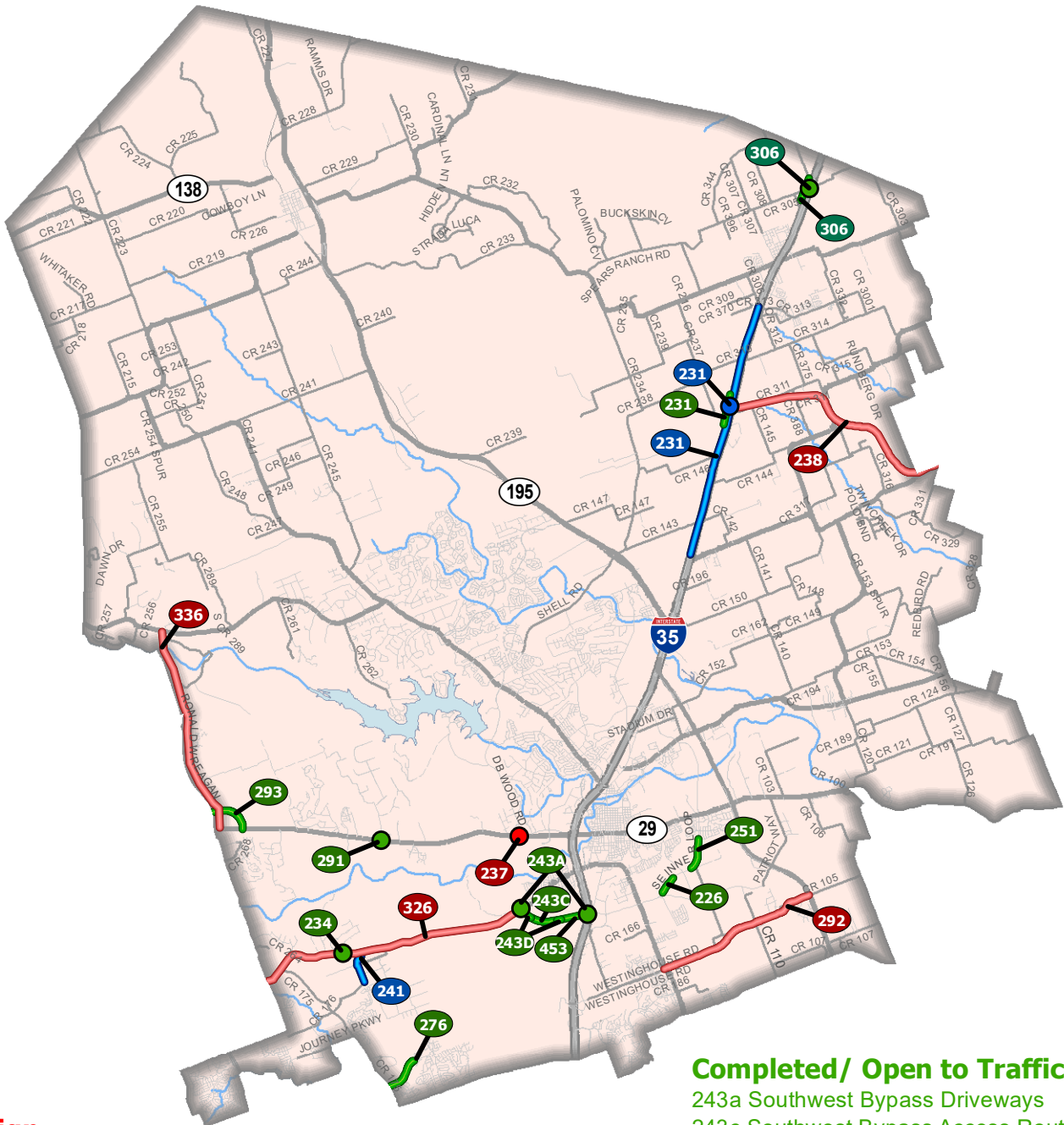
- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 326 RM 2243 Realignment (183A to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

### Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)

### Completed/ Open to Traffic

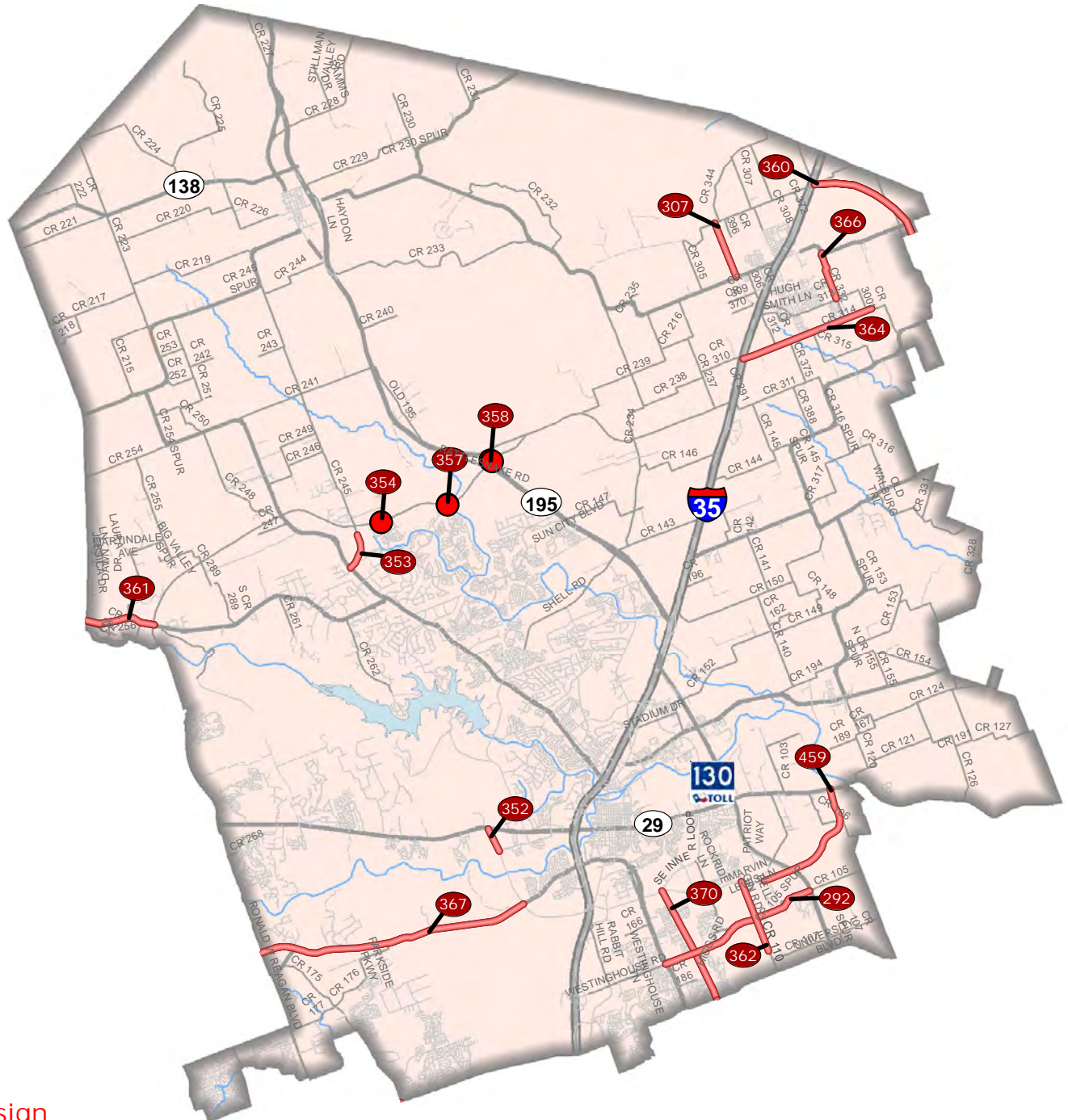
- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)

### Completed/ Open to Traffic (con't)

- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

# 2019 ROAD BOND PROGRAM PROJECTS

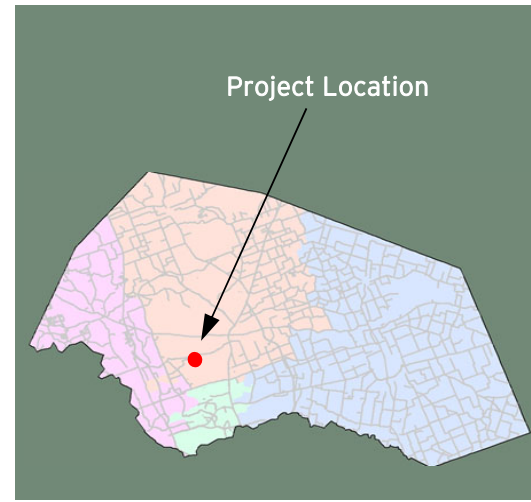
## PRECINCT 3 - COMMISSIONER COVEY



### In Design

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 358 SH 195 at Ronald Reagan Boulevard
- 360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
- 362 CR 110 North (CR107 to Patriot Way/Sam Houston Avenue)
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)





## CR 176 at RM 2243

(RM 2243 at Parkside Parkway)

Project Length: 1 Mile

Roadway Classification: Rural Arterial

Project Schedule: August 2019 - October 2020

Estimated Construction Cost: \$2.9 Million



## SEPTEMBER 2020 IN REVIEW

**09/04/2020:** Joe Bland installed reinforced concrete pipe at the north and south end of the project under the proposed Shared Use Path (SUP).

**09/18/2020:** Joe Bland began forming and pouring the SUP. Approximately 1000' was poured beginning on the south end of the project.

**09/25/2020:** Joe Bland continued forming and pouring SUP. Approximately 200' of the SUP was poured.

**10/02/2020:** Joe Bland continued forming and pouring the SUP. Approximately 1000' of the SUP was poured. Approximately 2000' of the SUP has been completed.



Design Engineer: WSB & Associates  
Contractor: Joe Bland Construction  
Construction Observation:  
Tracy Cooper, HNTB

Williamson County  
Road Bond Program

**CR 176 at RM 2243 (RM 2243 at Parkside Parkway)**  
**Project No. 1901-285**

Original Contract Price = \$2,447,560.00

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 1/8/2019              | 3/26/2019             | 7/26/2019                | 8/5/2019            |                               |                      | 229                      | 60                     | 289                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 8/5/2019              | 8/7/2019                 | 3                   | \$72,005.40                   | \$72,005.40          | \$8,000.60               | \$8,000.60             | 3                            | 1                            |
| 2                     | 8/8/2019              | 8/31/2019                | 24                  | \$182,903.40                  | \$254,908.80         | \$20,322.60              | \$28,323.20            | 10                           | 9                            |
| 3                     | 9/1/2019              | 9/30/2019                | 30                  | \$256,030.43                  | \$510,939.23         | \$28,447.83              | \$56,771.03            | 19                           | 20                           |
| 4                     | 10/1/2019             | 10/31/2019               | 31                  | \$404,602.62                  | \$915,541.85         | \$44,955.84              | \$101,726.87           | 34                           | 30                           |
| 5                     | 11/1/2019             | 11/30/2019               | 30                  | \$172,401.65                  | \$1,087,943.50       | \$19,155.74              | \$120,882.61           | 41                           | 41                           |
| 6                     | 12/1/2019             | 12/31/2019               | 31                  | \$49,862.16                   | \$1,137,805.66       | \$5,540.24               | \$126,422.85           | 43                           | 52                           |
| 7                     | 1/1/2020              | 1/31/2020                | 31                  | \$4,983.70                    | \$1,142,789.36       | \$553.75                 | \$126,976.60           | 43                           | 62                           |
| 8                     | 2/1/2020              | 2/29/2020                | 29                  | \$350,483.90                  | \$1,493,273.26       | -\$48,383.27             | \$78,593.33            | 53                           | 72                           |
| 9                     | 3/1/2020              | 3/31/2020                | 31                  | \$148,264.69                  | \$1,641,537.95       | \$7,803.40               | \$86,396.73            | 58                           | 83                           |
| 10                    | 4/1/2020              | 4/30/2020                | 30                  | \$232,512.45                  | \$1,874,050.40       | \$12,237.50              | \$98,634.23            | 66                           | 93                           |
| 11                    | 5/1/2020              | 5/31/2020                | 31                  | \$20,527.25                   | \$1,894,577.65       | \$1,080.38               | \$99,714.61            | 67                           | 104                          |
| 12                    | 6/1/2020              | 6/30/2020                | 30                  | \$239,695.54                  | \$2,134,273.19       | \$12,615.56              | \$112,330.17           | 76                           | 115                          |
| 13                    | 7/1/2020              | 7/31/2020                | 31                  | \$32,529.38                   | \$2,166,802.57       | \$1,712.07               | \$114,042.24           | 77                           | 125                          |
| 14                    | 8/1/2020              | 8/31/2020                | 31                  | \$40,322.75                   | \$2,207,125.32       | \$2,122.25               | \$116,164.49           | 78                           | 136                          |
| 15                    | 9/1/2020              | 9/30/2020                | 30                  | \$162,165.00                  | \$2,369,290.32       | \$8,535.00               | \$124,699.49           | 84                           | 146                          |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 12/17/2019      | \$208,869.67        | \$ 208,869.67    |

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 6/16/2020       | \$63,776.63         | \$ 272,646.30    |

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 03                         | 8/4/2020        | (\$204,858.75)      | \$ 67,787.55     |

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrade was not necessary.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 04                         | 8/4/2020        | \$452,885.58        | \$ 520,673.13    |

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside

Adjusted Price = \$2,968,233.13

# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES

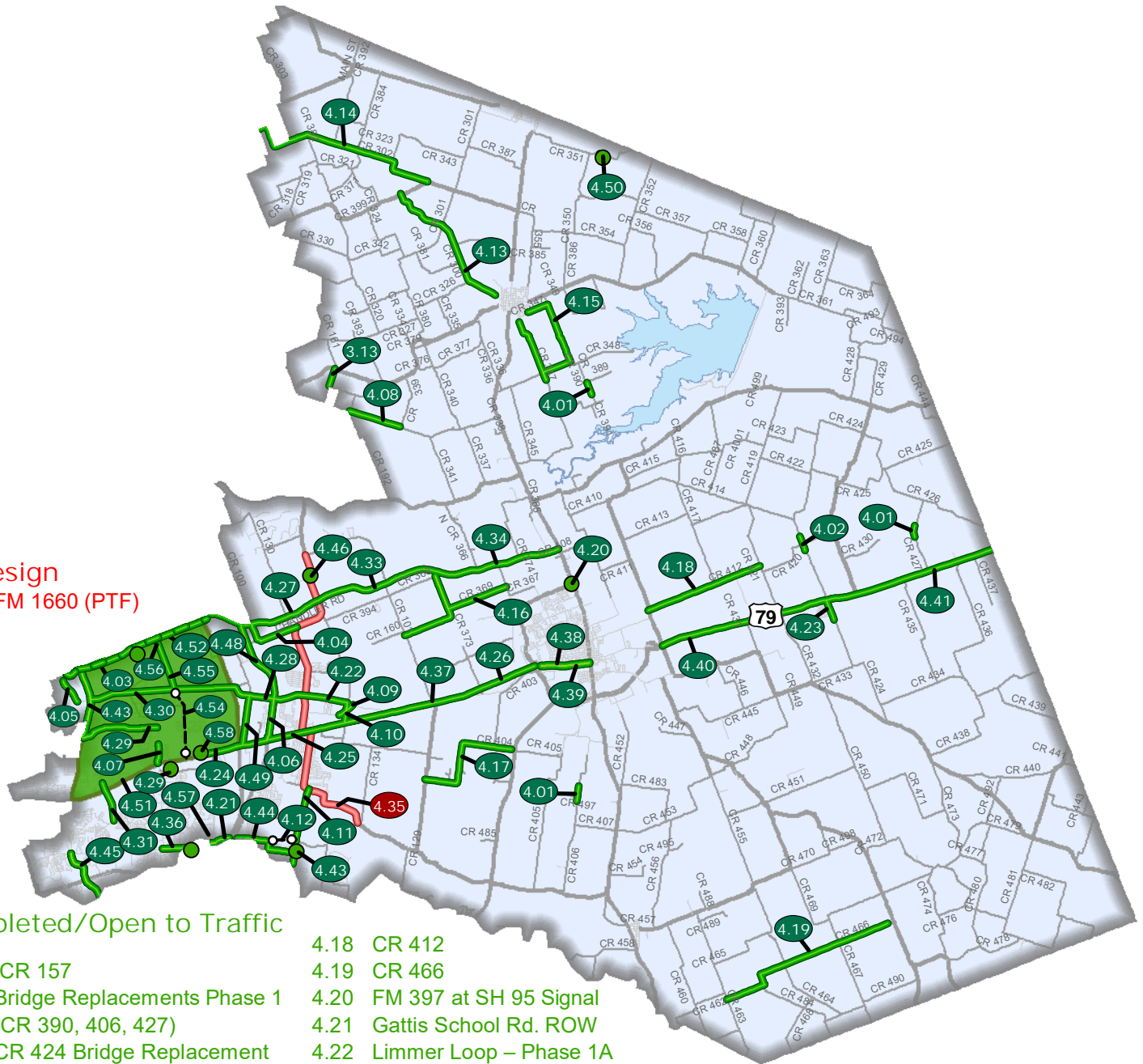
In Design  
4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157  
4.01 Bridge Replacements Phase 1  
(CR 390, 406, 427)  
4.02 CR 424 Bridge Replacement  
4.03 Chandler Rd. – Phase 1  
4.04 CR 100  
4.05 CR 112 – Phase 1  
4.06 CR 119  
4.07 CR 122 at US 79  
4.08 CR 124  
4.09 CR 132  
4.10 CR 136  
4.11 CR 137  
4.12 CR 138 & CR 139  
Alignment Study  
4.13 CR 300 & CR 301  
4.14 CR 302  
4.15 CR 347 & CR 348  
4.16 CR 368 & CR 369  
(CR 101 to CR 366)  
4.17 CR 404

4.18 CR 412  
4.19 CR 466  
4.20 FM 397 at SH 95 Signal  
4.21 Gattis School Rd. ROW  
4.22 Limmer Loop – Phase 1A  
4.23 Thrall School Zone  
4.24 US 79 – Section 1  
4.25 US 79 – Section 2  
4.26 US 79 – Section 3A  
4.27 Chandler Rd. – Phase 2  
4.28 Limmer Loop – Phase 1B  
4.29 CR 113 / Old Settlers Blvd.  
4.30 Limmer Loop – Phase 1C  
4.31 Kenney Fort Boulevard – Phase 1  
4.33 Chandler Rd. – Phase 3A  
4.34 Chandler Rd. – Phase 3B  
4.36 Gattis School Road  
4.37 US 79 - Section 3 (PTF)  
4.38 2nd Street Improvements  
4.39 2nd Street Drainage Improvements  
4.40 US 79 Section 5A (PTF)  
4.41 US 79 Section 5B (PTF)

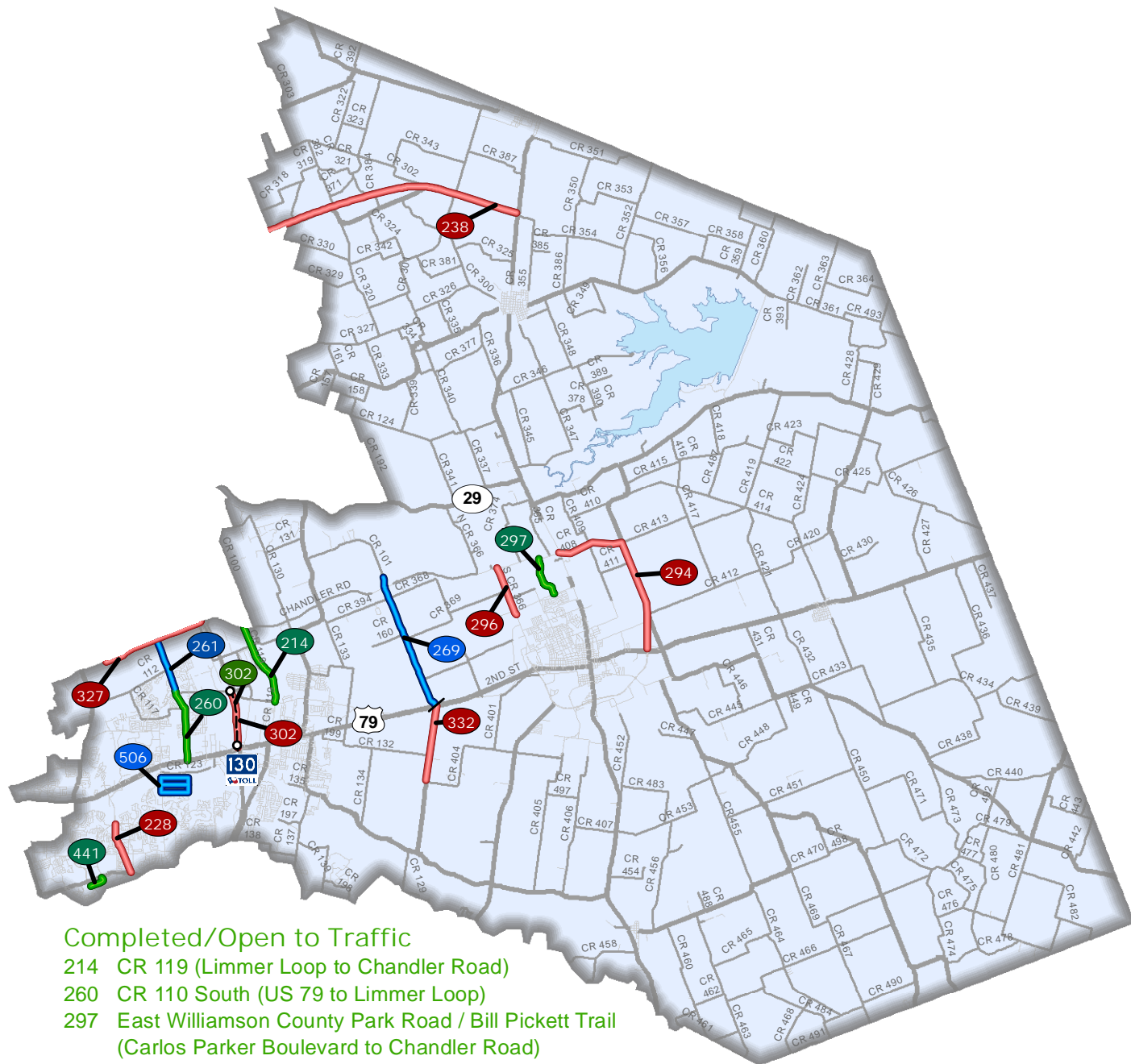
4.43 FM 1460 Section 2  
4.44 CR 138  
4.45 CR 170  
4.46 FM 1660 at Landfill Rd. (CR 128)  
4.48 CR 119  
4.49 CR 108  
4.50 CR 351 at Donahoe Creek  
4.51 CR 110/ Arterial A Study Area  
4.52 University Blvd. (Chandler Rd.)  
Expansion  
4.54 CR 110 South - (Design)  
(US 79 to Limmer Lp)  
4.55 CR 110 Middle  
(North of Limmer Loop to CR 107)  
4.56 CR 110 at University Blvd. (Signal)  
4.57 Gattis School Rd. at  
Winterfield Dr. (Signal)  
4.58 Tradesman Park Crossing





# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER BOLES



### Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail  
(Carlos Parker Boulevard to Chandler Road)
- 302 SH 130 Traffic Study ○—○
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

### Under Construction/Bidding

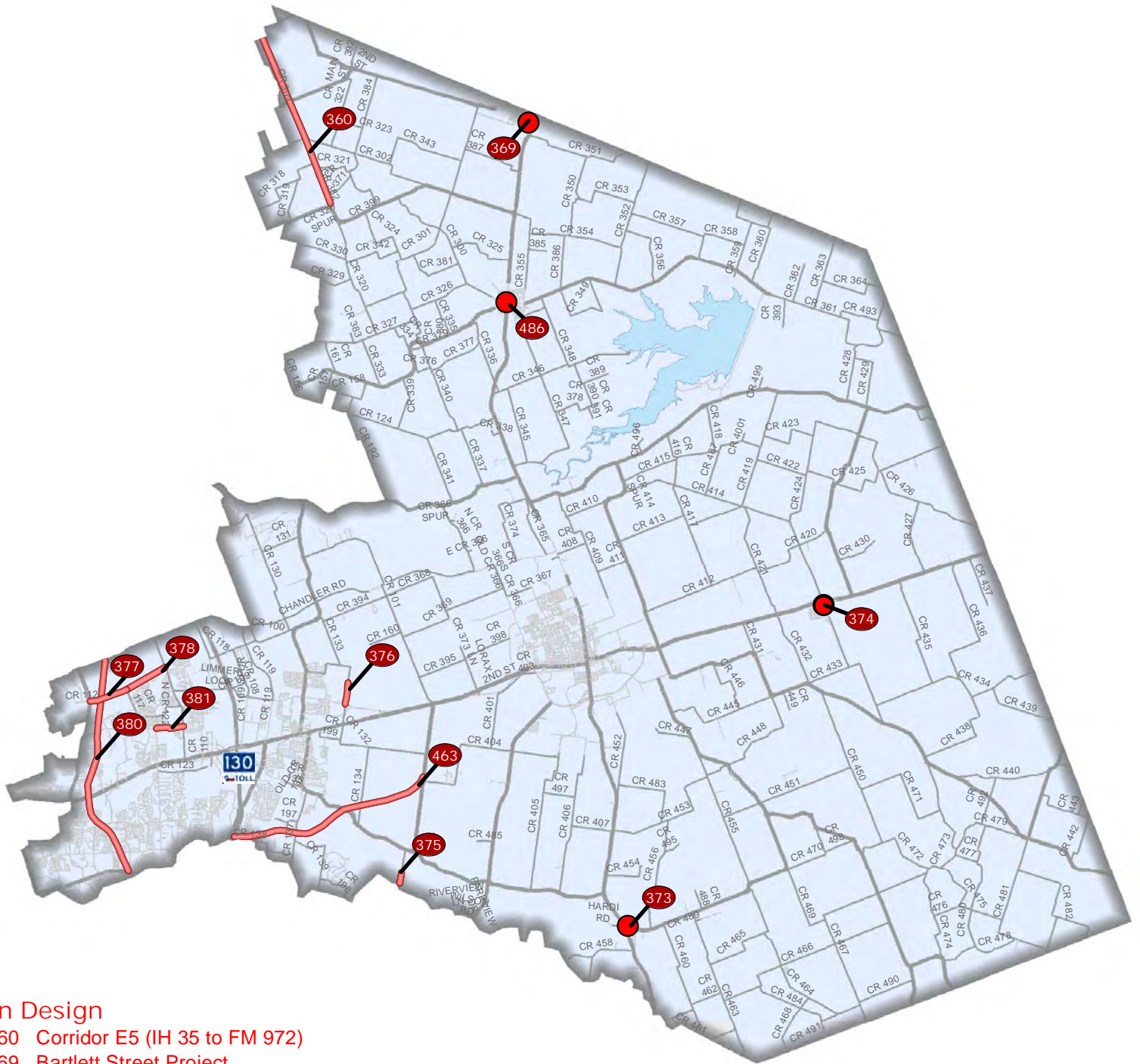
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 506 Oak Bluff and Greenfield Drainage Improvements

### In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange

# 2019 ROAD BOND PROGRAM PROJECTS

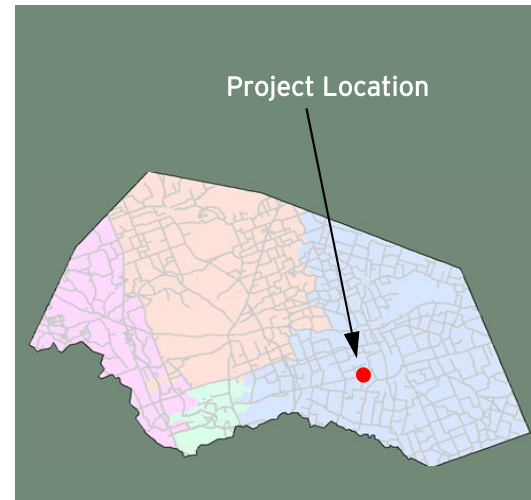
## PRECINCT 4 - COMMISSIONER BOLES



### In Design

- 360 Corridor E5 (IH 35 to FM 972)
- 369 Bartlett Street Project
- 373 Coupland Street Project
- 374 Thrall Street Project
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 380 MoKan (University Boulevard to SH 45)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 463 Southeast Loop (Corridor E1) ( CR 138 to CR 137)
- 486 Davilla Street Culvert Replacement in Granger





## CR 110 Middle

(Limmer Loop to CR 107)

Project Length: 2.2 Miles

Roadway Classification: Urban Arterial

Project Schedule: May 2019 -November 2020

Estimated Construction Cost: \$9.0 Million



## SEPTEMBER 2020 IN REVIEW

**09/04/2020:** James Construction formed and poured the headwalls at the upstream ends of Culverts C and D. Flexible base was placed on northbound CR 110 from Toscana Trace to south of DeSoto Loop.

**09/11/2020:** Steel continued to be tied and upstream headwalls continued to be formed at Culverts D and E. The first lift of flexible base was placed on northbound CR 110 between Toscana Trace to south of DeSoto Loop.

**09/18/2020:** Class C concrete was formed and placed on the upstream headwalls of Culverts D and E. The second and third lifts of flexible base were placed on northbound CR 110 between Toscana Trace to south of DeSoto Loop.

**09/25/2020:** Class C concrete was formed and placed for the upstream headwall of Culvert F. The final lift of flexible base was placed for the remaining width of CR 110 from Toscana Trace near Limmer Loop.

**10/02/2020:** Flexible base was placed on the northbound half of CR 110 from DeSoto Loop South to Limmer Loop. Subcontractor Elite Concrete placed curb and gutter on northbound CR 110 from CR 112 to Limmer Loop.



Design Engineer: Kimley Horn  
Contractor: James Construction  
Construction Observation:  
Dave Thomas, HNTB

Williamson County  
Road Bond Program



**CR 110 Middle (Limmer Loop to CR 107)**
**Project No. 1809-261**

Original Contract Price = \$8,910,862.73

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u> |               |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|-------------------|---------------|
| 12/14/2018            | 2/5/2019              | 4/26/2019                | 5/6/2019            |                               |                      | 390                      |                        | 390               |               |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u>     | <u>% Time</u> |
| 1                     | 5/6/2019              | 5/31/2019                | 26                  | \$719,064.06                  | \$719,064.06         | \$79,896.01              | \$79,896.01            | 9                 | 7             |
| 2                     | 6/1/2019              | 6/30/2019                | 30                  | \$327,805.09                  | \$1,046,869.15       | \$36,422.78              | \$116,318.79           | 13                | 14            |
| 3                     | 7/1/2019              | 7/31/2019                | 31                  | \$406,884.79                  | \$1,453,753.94       | \$45,209.43              | \$161,528.22           | 18                | 22            |
| 4                     | 8/1/2019              | 8/31/2019                | 31                  | \$391,244.33                  | \$1,844,998.27       | \$43,471.59              | \$204,999.81           | 23                | 30            |
| 5                     | 9/1/2019              | 9/30/2019                | 30                  | \$88,385.54                   | \$1,933,383.81       | \$9,820.61               | \$214,820.42           | 24                | 38            |
| 6                     | 10/1/2019             | 10/31/2019               | 31                  | \$295,167.52                  | \$2,228,551.33       | \$32,796.39              | \$247,616.81           | 27                | 46            |
| 7                     | 11/1/2019             | 11/30/2019               | 30                  | \$424,033.35                  | \$2,652,584.68       | \$47,114.82              | \$294,731.63           | 33                | 54            |
| 8                     | 12/1/2019             | 12/31/2019               | 31                  | \$511,268.18                  | \$3,163,852.86       | \$56,807.57              | \$351,539.20           | 39                | 62            |
| 9                     | 1/1/2020              | 1/31/2020                | 31                  | \$385,342.62                  | \$3,549,195.48       | \$42,815.85              | \$394,355.05           | 44                | 69            |
| 10                    | 2/1/2020              | 2/29/2020                | 29                  | \$514,688.36                  | \$4,063,883.84       | \$57,187.60              | \$451,542.65           | 50                | 77            |
| 11                    | 3/1/2020              | 3/31/2020                | 31                  | \$344,124.14                  | \$4,408,007.98       | \$38,236.01              | \$489,778.66           | 54                | 85            |
| 12                    | 4/1/2020              | 4/19/2020                | 19                  | \$293,737.21                  | \$4,701,745.19       | \$32,637.47              | \$522,416.13           | 58                | 90            |
| 13                    | 4/20/2020             | 5/19/2020                | 30                  | \$277,306.64                  | \$4,979,051.83       | \$30,811.87              | \$553,228.00           | 61                | 97            |
| 14                    | 5/20/2020             | 6/24/2020                | 36                  | \$726,652.00                  | \$5,705,703.83       | \$80,739.12              | \$633,967.12           | 70                | 107           |
| 15                    | 6/25/2020             | 7/25/2020                | 31                  | \$410,122.34                  | \$6,115,826.17       | \$45,569.15              | \$679,536.27           | 75                | 115           |
| 16                    | 7/26/2020             | 8/25/2020                | 31                  | \$254,747.98                  | \$6,370,574.15       | \$28,305.33              | \$707,841.60           | 78                | 123           |
| 17                    | 8/26/2020             | 9/25/2020                | 31                  | \$111,839.18                  | \$6,482,413.33       | \$12,426.58              | \$720,268.18           | 80                | 131           |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 10/8/2019       | \$66,291.83         | \$ 66,291.83     |

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

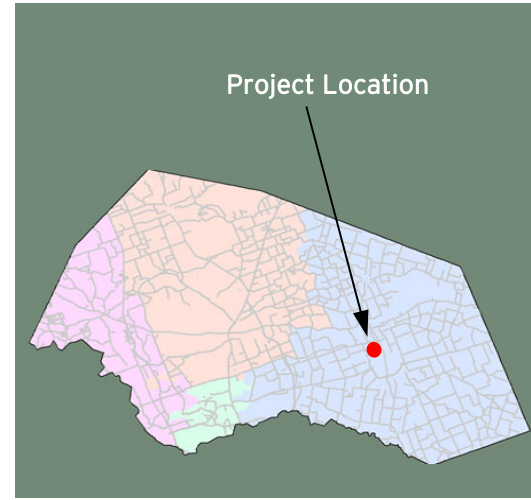
| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 12/17/2019      | \$31,881.14         | \$ 98,172.97     |

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 03                         | 7/21/2020       | \$10,419.60         | \$ 108,592.57    |

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes from just south of CR 112 to the north end of the project.

Adjusted Price = \$9,019,455.30



## CR 101

(US 79 to north of Chandler Road)

Project Length: 3.8 Miles

Roadway Classification: Rural Collector

Project Schedule: July 2020 - May 2022

Estimated Construction Cost: \$13 Million



## SEPTEMBER 2020 IN REVIEW

**09/04/2020:** James Construction placed embankment on the south end of the project. The utility crew excavated, graded and placed drainage pipe at Culvert 4. Subcontractor Oracle Steel tied steel cages for the drill shafts on the bridge at the South Fork of Mustang Creek.

**09/18/2020:** Embankment was placed on the south end of the project and on the north side of Little Mustang Creek. The area around the drill shafts for the bridge at the South Fork of Mustang Creek was graded. The concrete crew graded and set the outside forms for the bridge class culvert at the North Fork of Mustang Creek.

**09/25/2020:** Subgrade was dewatered on the south end of the project and at the South Fork of Mustang Creek.

**10/02/2020:** Type B embankment was placed between CR 395 and the south end of the project and graded from the South Fork of Mustang Creek to CR 368. Subcontractor Beaird Drilling drilled, placed steel, and poured concrete for all the drill shafts on the South Fork of Mustang Creek bridge. Subcontractor Oracle Steel tied the reinforcing steel for the footing of the bridge class culvert at the North Fork of Mustang Creek, on the north end.



Design Engineer: BGE, Inc.  
Contractor: James Construction  
Construction Observation:  
Kyle McCoy, HNTB

Williamson County  
Road Bond Program

**CR 101 (US 79 to Chandler Road)**  
**Project No. 2138**

Original Contract Price = \$13,092,842.00

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 10/9/2019             | 11/5/2019             | 6/26/2020                | 7/6/2020            |                               |                      | 540                      |                        | 540                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 7/6/2020              | 7/25/2020                | 20                  | \$366,881.43                  | \$366,881.43         | \$40,764.60              | \$40,764.60            | 3                            | 4                            |
| 2                     | 7/26/2020             | 8/30/2020                | 36                  | \$2,072,374.48                | \$2,439,255.91       | \$230,263.83             | \$271,028.43           | 21                           | 10                           |
| 3                     | 9/1/2020              | 9/23/2020                | 23                  | \$66,831.99                   | \$2,506,087.90       | \$7,425.78               | \$278,454.21           | 21                           | 15                           |
| Adjusted Price =      |                       |                          |                     |                               |                      |                          |                        |                              | \$13,092,842.00              |



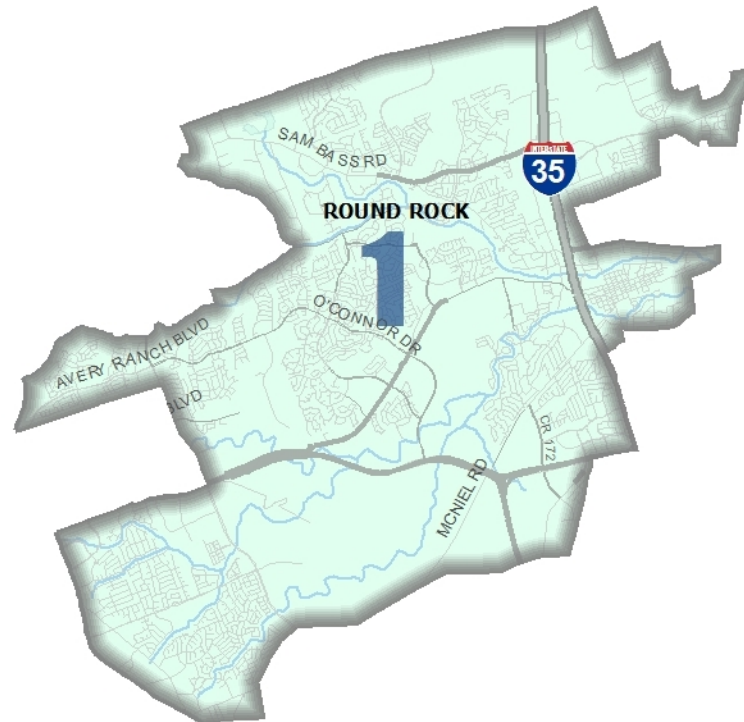
# Williamson County Commissioners Court

---

Road Bond Program  
October 20, 2020



# Precinct 1

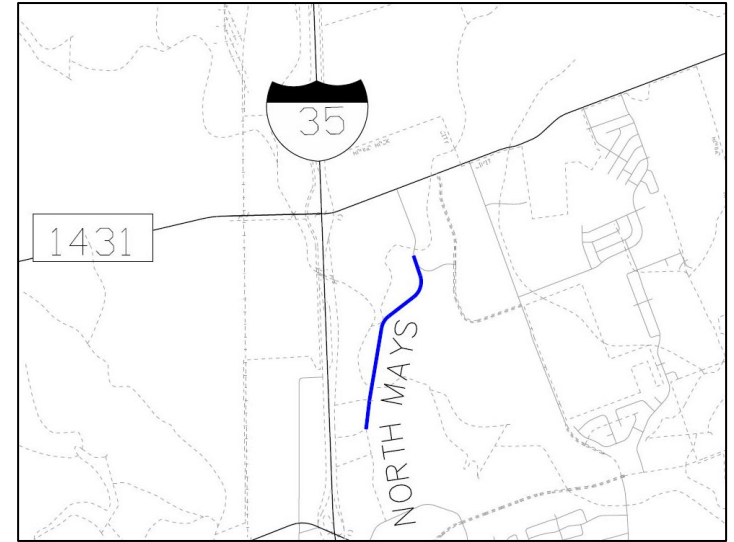


## North Mays Extension (Paloma Drive to Oakmont Drive)

---

3

Anticipated Completion  
Fall 2020



Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$113,772.96

Adjusted Contract Price = \$10,889,608.71

Expenditures to Date = \$9,879,884.59 (92%)



# North Mays Extension (Paloma Drive to Oakmont Drive)





# North Mays Extension (Paloma Drive to Oakmont Drive)





# North Mays Extension (Paloma Drive to Oakmont Drive)



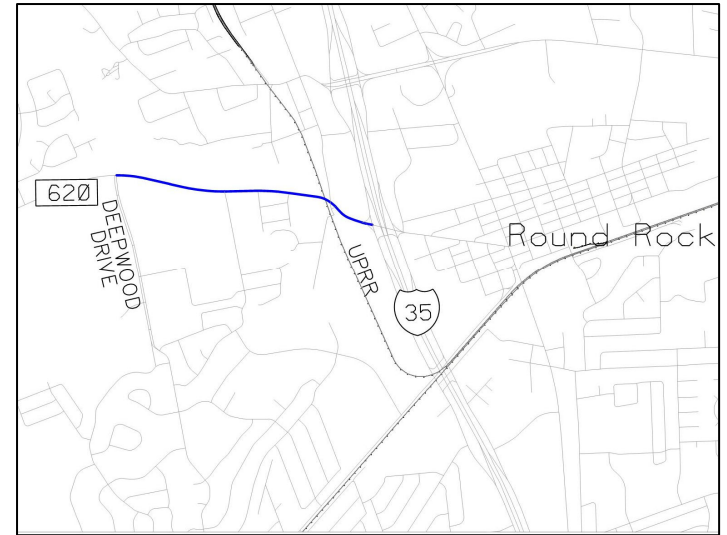




# RM 620 at Railroad / Chisholm Trail <sup>7</sup> (IH 35 Frontage Road to Deep Wood Drive)

---

Anticipated Completion  
Summer 2022



Partnership with TxDOT and the City of Round  
Rock

Original Contract Amount = \$27,468,703.67

Construction is managed by TxDOT

# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

8





# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

9





## RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

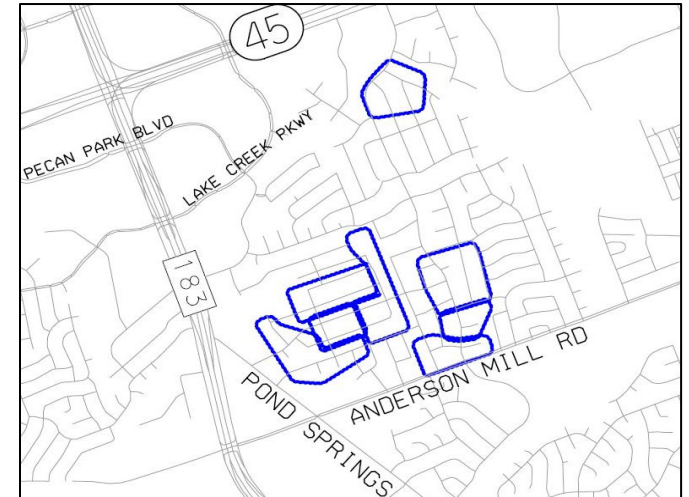




## Forest North Phase 3 Drainage Improvements

11

Anticipated Completion  
Early 2022



Original Contract Price = \$4,793,058.15

Total Change Orders to Date = \$27,372.92

Adjusted Contract Price = \$4,820,431.07

Expenditures to Date = \$1,168,687.50 (24%)

## Forest North Phase 3 Drainage Improvements





## Forest North Phase 3 Drainage Improvements



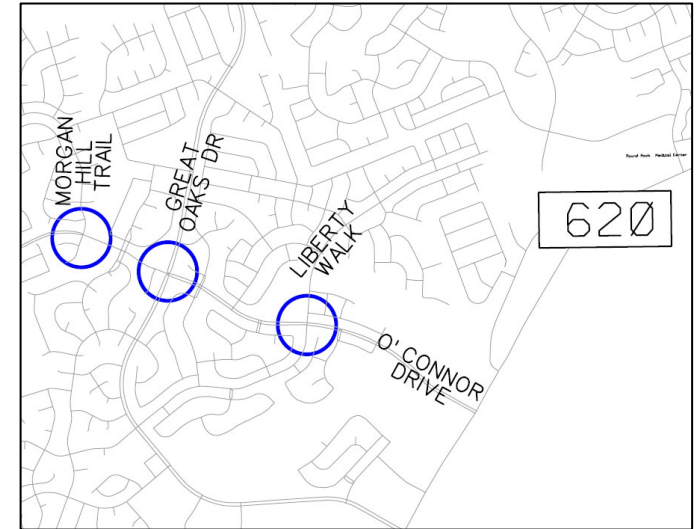


## Forest North Phase 3 Drainage Improvements



## O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion  
Early 2021



Original Contract Price = \$853,503.50

Total Change Orders to Date = \$53,339.04

Adjusted Contract Price = \$906,842.54

Expenditures to Date = \$300,541.27 (33%)



# O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)





# O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

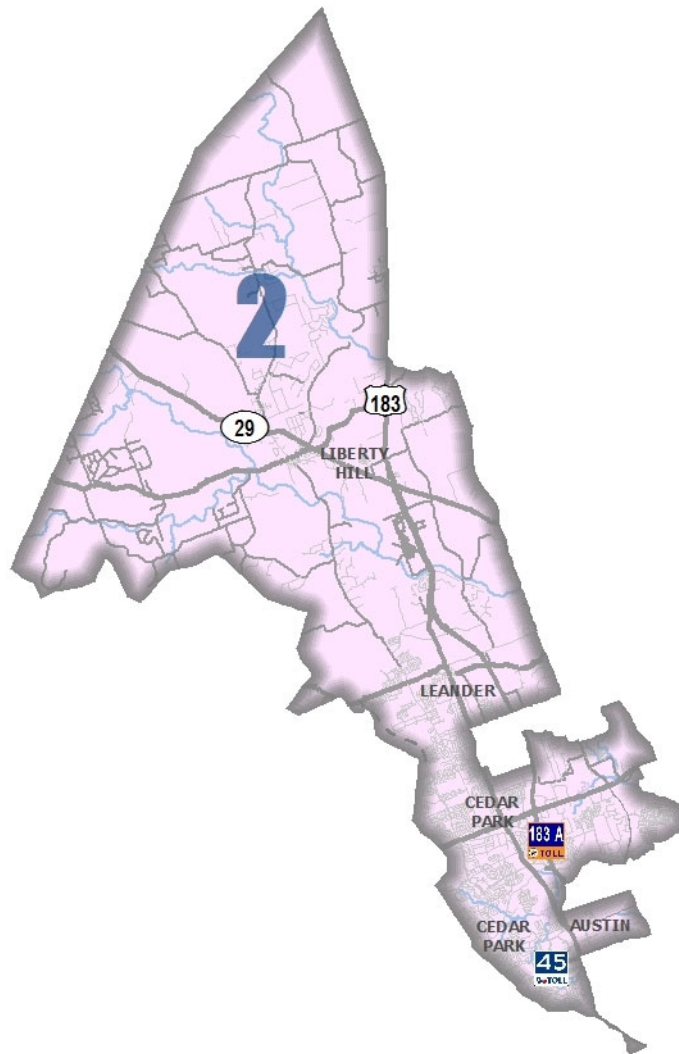




# O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

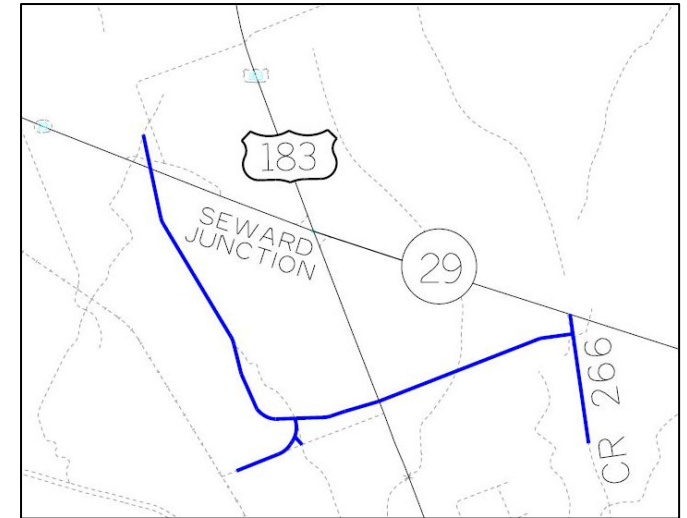


# Precinct 2



# Seward Junction Improvements

Anticipated Completion  
Early 2021



Original Contract Price = \$13,270,258.10

Total Change Orders to Date = \$416,176.51

Adjusted Contract Price = \$13,686,434.61

Expenditures to Date = \$11,086,875.09 (81%)



# Seward Junction Improvements





# Seward Junction Improvements

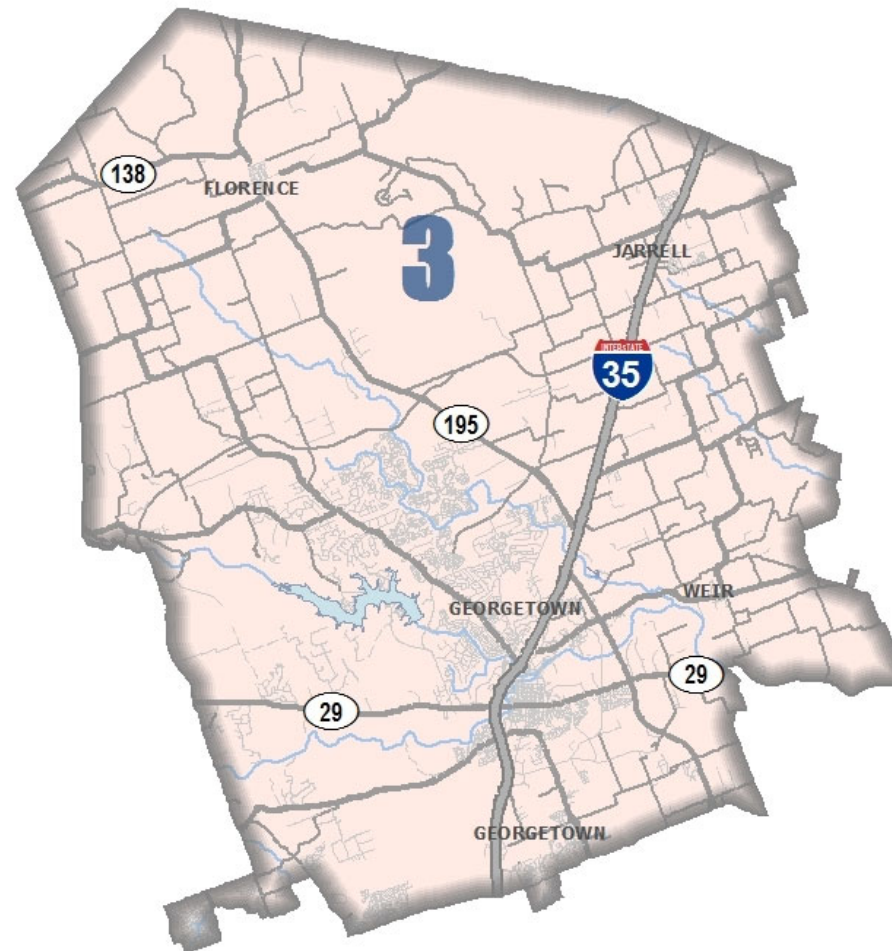




# Seward Junction Improvements



# Precinct 3

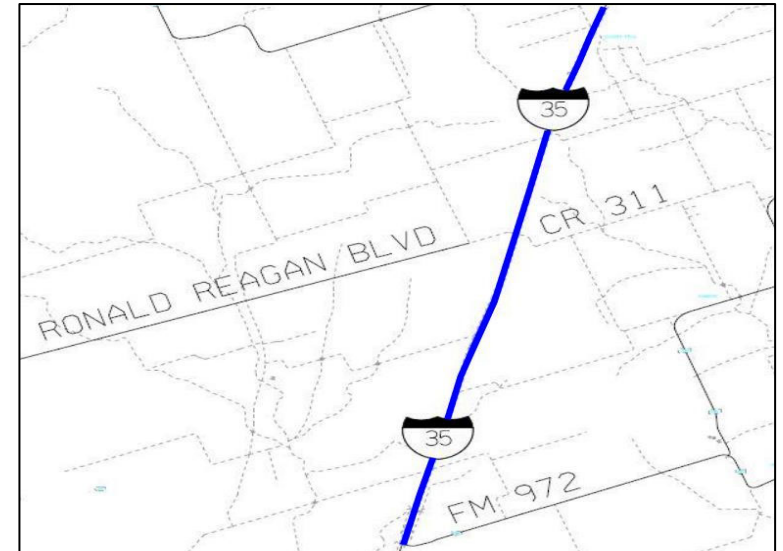




# IH 35 Ramp Reversals and Frontage Road Conversion <sup>25</sup>

---

Anticipated Completion  
Late 2020



Partnership with TxDOT

Original Contract Amount = \$13,145,762.51

Construction is managed by TxDOT



# IH 35 Ramp Reversals and Frontage Road Conversion<sup>26</sup>





# IH 35 Ramp Reversals and Frontage Road Conversion<sup>27</sup>





# IH 35 Ramp Reversals and Frontage Road Conversion<sup>28</sup>

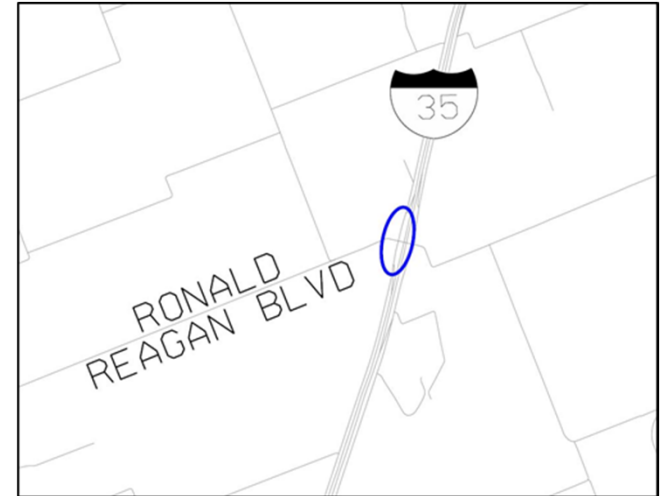


# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

---

29

Anticipated Completion  
Fall 2021



Partnership with TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT



# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

30





# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

31





# Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

32

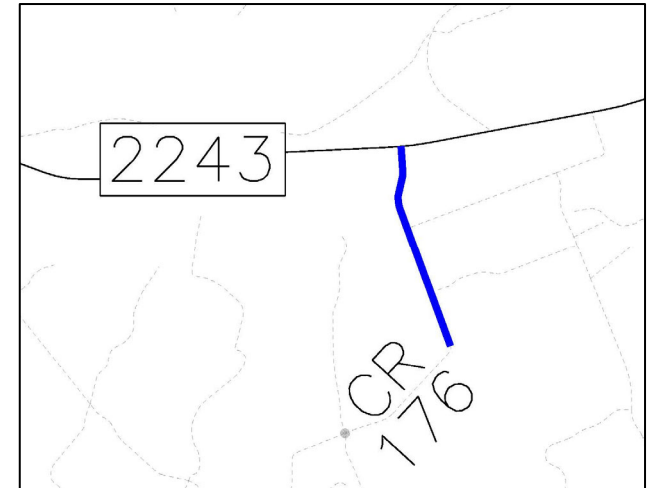


## CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

---

33

Anticipated Completion  
Fall 2020



Original Contract Amount = \$2,447,560.00

Total Change Orders = \$520,673.13

Adjusted Contract Price = \$2,968,233.13

Expenditures to Date = \$2,493,989.81 (84%)



# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

34





# CR 176 at RM 2243 (RM 2243 to Parkside Parkway)

35



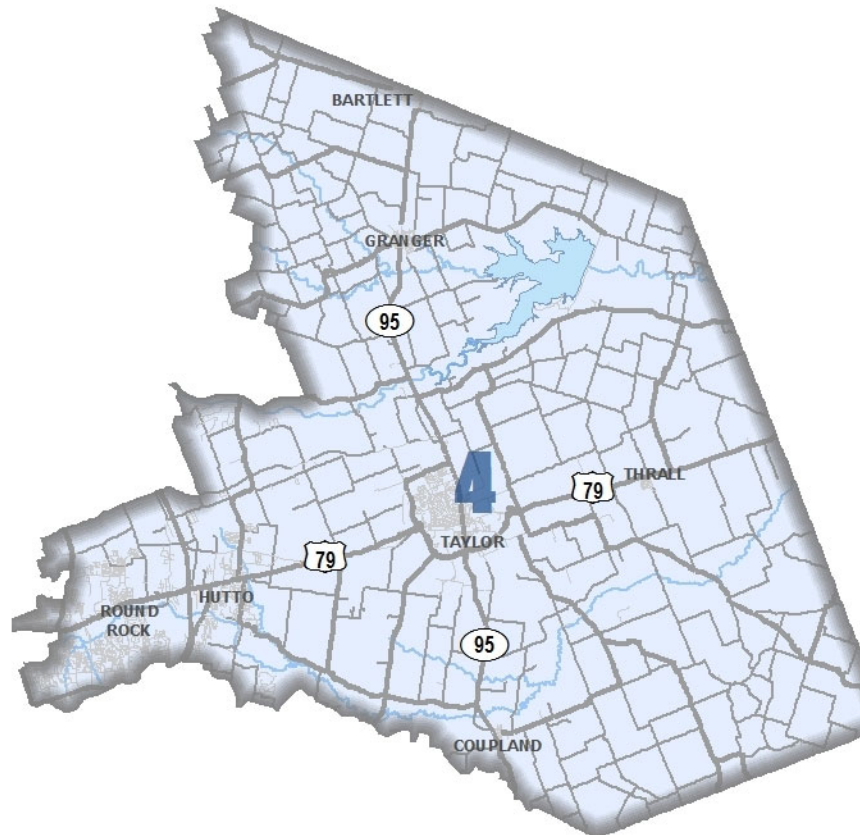


## CR 176 at RM 2243 (RM 2243 to Parkside Parkway)





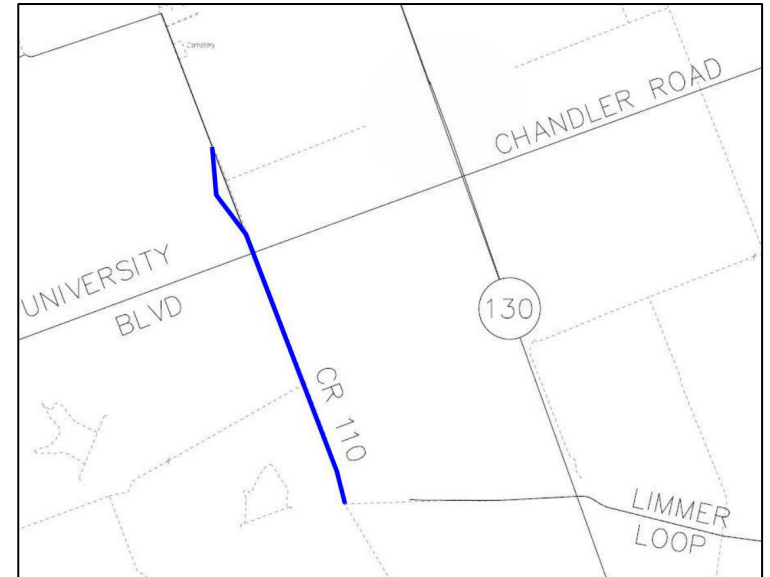
# Precinct 4



## CR 110 Middle (Limmer Loop to CR 107)

38

Anticipated Completion  
Late 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$108,592.57

Adjusted Contract Price = \$9,019,455.30

Expenditures to Date = \$7,202,681.57 (80%)



## CR 110 Middle (Limmer Loop to CR 107)





## CR 110 Middle (Limmer Loop to CR 107)





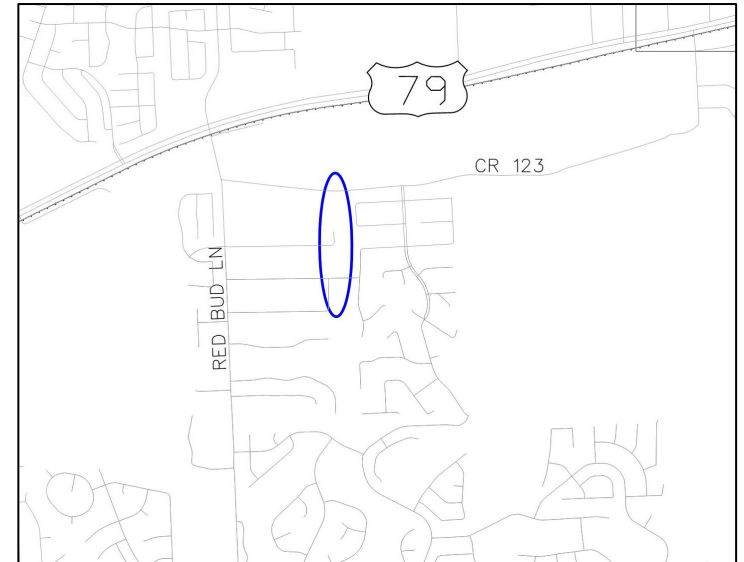
## CR 110 Middle (Limmer Loop to CR 107)



# Oak Bluff and Greenfield Drainage Improvements

42

Anticipated Completion  
Fall 2020



Partnership with City of Round Rock

Original Contract Amount = \$1,770,012.25

Construction is managed by City of Round Rock



# Oak Bluff and Greenfield Drainage Improvements

43





# Oak Bluff and Greenfield Drainage Improvements

44





# Oak Bluff and Greenfield Drainage Improvements

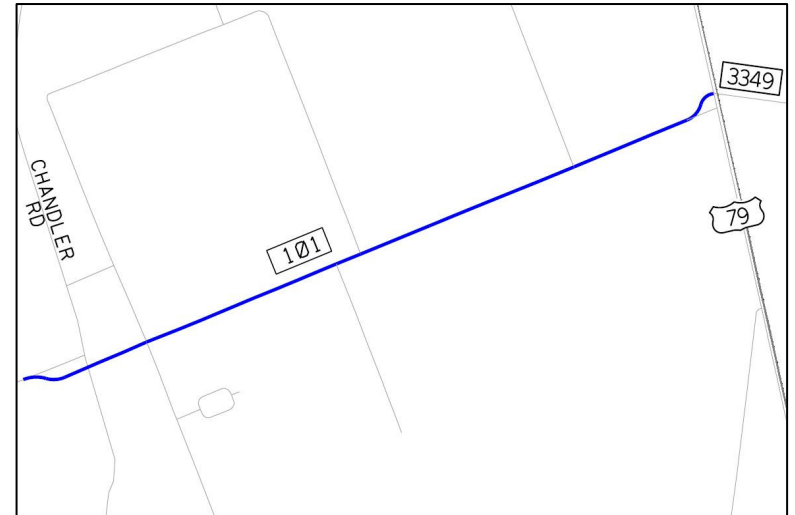
45



## (US 79 to North of Chandler Road)

---

Anticipated Completion  
Spring 2022



Original Contract Amount = \$13,092,842.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$13,092,842.00

Expenditures to Date = \$2,784,542.11 (21%)



## CR 101 (US 79 to North of Chandler Road)





# CR 101 (US 79 to North of Chandler Road)





# CR 101 (US 79 to North of Chandler Road)



**Commissioners Court - Regular Session****75.****Meeting Date:** 10/20/2020

2013 Road Bond Budget Transfer

**Submitted By:** Emmeline Hawkins, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$105,000 from 2013 Road Non-Departmental (P290) to Seward Junction Southwest (P274) of \$75,000, Inner Loop Safety Improvements (P251) of \$5,000 and CR 101 Phase I (P269) of \$25,000. Also, to move \$750,000 from North Mays Extension (P224) to University Blvd Expansion – Round Rock ILA (P327). Also, to move \$825,000 from Bagdad Road @ CR 278 (P438) to Seward Junction Southeast (P271). Also, to move \$100,000 from CR 119 (P214) to CR 110 Middle Phase 2 (P261). Also, to move \$150,000 from SH 130 Frontage Road (P302) to CR 110 Middle Phase 2 (P261).

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

2013 Road Bond

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/13/2020 01:50 PM

Form Started By: Emmeline Hawkins

Started On: 10/13/2020 11:39 AM

Final Approval Date: 10/13/2020



**HNTB Corporation**  
Engineers Architects Planners

101 E Old Settlers Blvd  
Suite 100  
Round Rock, TX 78664

Telephone (512) 744-9082  
www.hntb.com

Ms. Emmeline Hawkins  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



September 29, 2020

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Hawkins,

Please make the following project budget adjustments to these 2013 Road Bond Projects:

- Move \$75,000.00 from P-290 2013 Unallocated to P-274 Seward Junction Southwest;
- Move \$5,000.00 from P-290 2013 Unallocated to P-251 Inner Loop Safety Improvements;
- Move \$25,000.00 from P-290 2013 Unallocated to P-269 CR 101 Phase I;
- Move \$750,000.00 from P-224 North Mays Ext to P-327 University Blvd. Expansion – Round Rock ILA;
- Move \$825,000.00 from P-438 Bagdad Road @ CR 278 to P-271 Seward Junction Southeast;
- Move \$100,000.00 from P-214 CR 119 to P-261 CR 110 Middle Phase 2;
- Move \$150,000.00 from P-302 SH 130 Frontage Road to P-261 CR 110 Middle Phase 2.

If you have any questions, please let me know.

Thank you

A handwritten signature in red ink, appearing to read "MJW", is written over a faint, light-colored grid pattern.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office  
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
Christen Eschberger, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session****76.****Meeting Date:** 10/20/2020

Purchase of Various Freightliner Trucks for Road and Bridge

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner M2-106 Chassis Truck w/Chipper body in the amount of \$102,129.00, one (1) 2021 Freightliner M2-106 Chassis Truck w/7-8 Yd dump body in the amount of \$91,640.00, one (1) 2021 Freightliner M2-112 Chassis Truck w/ 12-14 Yd dump body in the amount of \$128,903.00 and one (1) 2021 Freightliner M2-112 Tractor in the amount \$108,233.00 for the total amount of \$430,905.00 that includes TIPS fee, from Freightliner of Austin, as per TIPS Contract #200-206.

**Background**

These vehicles are being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005711 and approved in the FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote 1

quote 2

quote 3

quote 4

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:11 AM

10/15/2020 11:05 AM

Started On: 10/07/2020 11:42 AM





TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.  
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

# Quote Response Form

Page 1 of 2

09/16/2020 02:34 PM

Ox Bodies INC  
719 Columbus Street East  
Fayette AL 35555  
USA  
800-844-2519

End User: WILLIAMSON COUNTY, TX

Customer: 34358

Tom Standard  
AUSTIN TRUCK & EQUIPMENT, LTD  
1701 SMITH ROAD  
D/B/A FOA BODY & EQUIPMENT  
Austin TX 78721  
USA

Phone: 812-389-0000

Fax: 512-389-2663

Taken By: Jennifer Reed

| Estimate   | Terms       | Quote Date | Expiration Date | Salesperson     | Customer Currency |
|------------|-------------|------------|-----------------|-----------------|-------------------|
| FA01040428 | Net 90 Days | 9/16/2020  | 10/16/2020      | GRIFFITH, KELLY | USD               |

| UM | Quantity | Item    | Description                      | Unit Price | Extended Price |
|----|----------|---------|----------------------------------|------------|----------------|
| EA | 1.00     | 2333543 | CP89-1600-F18-60/60/36-STR-OPC-T |            |                |

## 16' CHIPPER BODY

INSTALLATION OF 16FT BODY  
HYDRAULIC TANK W/HOIST KIT  
REAR HINGE  
SIDE 60"10GA.  
REMOVABLE 12" 10 GA. TOP  
MAIN FRAME 8X2 REC. TUBING  
X-MEMBERS 16" CENT 1.5X3 TUBN  
FLOOR: 7GA  
60" 10GA. FRONT GATE  
T.GATE 36" 10GA. OPEN FROM CENTER  
PAINT COLOR: STOCK OX DARK GREEN  
COAL TAR EPOXY INTERIOR  
Hoist: F-18 Crysteel Scissor (ELECTRIC)  
Control Tower: w/ hoist  
Pump: w/ hoist  
PTO: For Automatic Transmission  
Cab height TBV"

\*\*\*\*\*CA NEEDED 120" - 126"\*\*\*\*\*

|    |      |         |  |
|----|------|---------|--|
| EA | 1.00 | 2293273 | TOOL BOX-BUYERS-BP964824P & 1702905-INST |
| EA | 1.00 | 2127517 | HITCH-3/4-PLATE-2" REC-W/7WAY INS        |
| EA | 1.00 | 1250067 | ELECTRIC BRAKE CONTROL INSTALL           |

TOOL BOXES - MODEL BUYERS - BACK OF CAB CABINET  
(1) 18x18x36 FRAME





# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 09-17-2020

PURCHASING NAME

Williamson County

ADDRESS

3151 SE Inner Loop

TELEPHONE

512-943-3368

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

| YEAR | MAKE         | MODEL/BODY | VIN   | LICENSE PLATE |
|------|--------------|------------|-------|---------------|
| 2021 | Freightliner | M2-106     | Order |               |

MILEAGE:

TIPS Contract 200 206

2021 Freightliner M2-106 chassis to include  
Ox 10ft 7/8yd dump with elec tarp no trlr

89,043.00

Extended engine warranty 5yr/200K  
Trans , Towing

2,597.00

## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. \*

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

PAYOFF TO: TOTAL 91,640.00

ADDRESS: Trade Allowance

GOOD UNTIL: Trading Difference

QUOTED BY: Sales Tax

SHOW LEIN TO: Vehicle Inventory Tax

ADDRESS: License Fee

DATED: Body Type: Documentary Fee

DRAFT FOR \$ License Wt.: Federal Excise Tax

DRAFT THRU: State Insp.: TOTAL SALE PRICE

ADDRESS: License: Payoff on Trade

Title: Ext. Service Agreement

Transfer: Less Deposit

Total Balance Due 91,640.00



TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.  
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

# Quote Response Form

Page 2 of 3  
03/10/2020 01:30 PM

| Estimate   | Terms       | Quote Date | Expiration Date | Salesperson    | Customer Currency |
|------------|-------------|------------|-----------------|----------------|-------------------|
| FA01033475 | Net 90 Days | 3/10/2020  | 4/9/2020        | LAUREANO, JOSE | USD               |

| UM | Quantity | Item | Description | Unit Price | Extended Price |
|----|----------|------|-------------|------------|----------------|
|----|----------|------|-------------|------------|----------------|

Body Style MAVERICK  
Body ID 85  
Body Length 10'  
Hoist Model 6382  
Frame Style TUBE w/X-MEM 12 C/L  
Front Style STRAIGHT  
Rear Style STRAIGHT  
Front Exhaust Notch NO  
Front Height 56  
Side Height Front 32  
Side Height Rear 32  
Rear Height 40  
Side Material SHEET-10GA-A36  
Front Material SHEET-10GA-A36  
Tailgate Material SHEET-7GA-A36  
Floor Material SHEET-3/16-A36  
Skirt Material NA  
Cabshield Style STANDARD  
Cabshield Projection 24  
Cabshield Width 85  
Tarp Style OX ELECTRIC  
Tailgate Type DOUBLE ACTING  
Coal Chutes 0  
Tailgate Bracing Style 1 HORIZONTAL  
Horizontal Side Brace NO  
Side Top Rail Style 4x4x.120 (Standard)  
Lineposts YES  
Dump Apron STANDARD  
Dump Apron Size 8"  
Side Light Cutouts LOWER FRONT  
Metro Light Quantity 1  
Dirt Shedding Angle NO  
Board Holder Height 8  
Ladders / Steps Ladder from Automation Model (STD Ladder)

UPDATE 8-16-20  
OK ✓  
T-S

Body Add-On Paint  
Paint Stock Ox Dark Green 1880641

Truck  
Truck Installed  
Side Boards BOARD KIT METAL 8" - UP TO 17' - NOT SLOPED SIDES 1248916  
Hydraulic Tank HYD TANK PYRAMID FLAT BOTTOM STD PHINST 1250596  
Rear Hinge ASSEMBLY HINGE REAR RETRO PHINST 1491883  
Hoist - STD FRAMES W/ TUBING RUNNERS 1811165 - 6382 HYVA 1811165  
Cab Controls: Auto Trans: CTRL KIT ES PTO/CABLE TO PUMP PHINS  
Pump - Auto Trans: PUMP KIT CS/AUTO G102-D1-2.0(073)C/W ROT  
PTO - Auto Transmission: PTO KIT ELEC AT 280GDFJP-B5RK PHINST  
Mud Flaps - Maverick / Chisholm MUD FLAP KIT-36"TEXAS/TAGLIGHT PHINST  
Backup Alarm STD BACK-UP ALARM KIT PHINST 1248915  
Front Harness Options LTS KIT-C/S-2 C/M-PHINST 1847309  
Side Harness Options LTS KIT-LWR FRT C/M-10-14-PHINST 1848536  
Rear Harness Options LTS KIT-1SET MET-PHINST 1847317  
Truck Plug Options CAT PIGTAIL ADAPTER 1856362  
Air Tailgate Kit TAILGATE KIT AIR PHINST 1248914  
Body Prop BODY PROP PHINST KIT <=16FT 1385729  
Chrome Turnout Cabshield Installed - Chrome Turnout 1603431  
Cab Height Other Cab Height (Specify on Order)





TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.  
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

# Quote Response Form

Page 3 of 3

03/10/2020 01:30 PM

Ox Bodies INC  
719 Columbus Street East  
Fayette AL 35555  
USA  
800-844-2519

End User: WILLIAMSON COUNTY, TX

Customer: 34358

Tom Standard  
AUSTIN TRUCK & EQUIPMENT, LTD  
1701 SMITH ROAD  
D/B/A FOA BODY & EQUIPMENT  
Austin TX 78721  
USA

Phone: (512) 389-0000

Fax: 512-389-2663

Taken By: Jennifer Reed

| Estimate   | Terms       | Quote Date | Expiration Date | Salesperson    | Customer Currency |
|------------|-------------|------------|-----------------|----------------|-------------------|
| FA01033475 | Net 90 Days | 3/10/2020  | 4/9/2020        | LAUREANO, JOSE | USD               |

| UM | Quantity | Item    | Description                              | Unit Price | Extended Price |
|----|----------|---------|--|------------|----------------|
| EA | 1.00     | 2275657 | TARP ELEC-MOUNTAIN-10-16FT-MSH-N/FL-ETTC |            |                |

## Lift Axle:

Alignment of lift axle must be preformed by end user prior to the unit being placed in service. Failure to properly align the axle prior to being placed in service can cause non-warrantable failure, including but not limited to premature tire wear. The end user is responsible for the alignment prior to placing the unit in service.

## PTO Maintenance:

Per OEM manufacturer guidelines the following recommendations should be followed. Failure to follow OEM guidelines can result in non warrantable failure.

Within the first week of use, recheck the installation of the PTO. Check for leaks and loose mounting hardware (studs, cap screws, nuts). Recheck the cable or lever connections for proper adjustment and tighten any loose connections. At regular maintenance intervals, check adjustments and lubricate moving parts, tighten and repair the connections, mounting hardware, cable or lever linkage. Refer to OEM owners manual for regular maintenance intervals.

\*\*By signing below I acknowledge that I have reviewed the specs above and confirmed they are correct. I understand that once my order is placed and sent into production that I will not be able to make changes to the order. I assume full ownership of the body once production begins.

X \_\_\_\_\_

TRUCK YEAR/MAKE/MODEL \_\_\_\_\_ CLEAR CT: \_\_\_\_\_

VIN \_\_\_\_\_ TRANS \_\_\_\_\_

CHASSIS ETA \_\_\_\_\_ DUMP BODY COLOR \_\_\_\_\_

\*\*Pto switch in dash is recommended for all automatic or automated transmissions. \*\*

\*\*Tractor valve must be in cab for glads to be plumbed \*\*

\*\*\*\*\*VERIFY SHIP TO ADDRESS ON QUOTE\*\*\*\*\*





# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 09-22-2020

Williamson County

ADDRESS

3151 SE Inner Loop

TELEPHONE

512-943-3368

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

| YEAR  | MAKE         | MODEL/BODY | s | VIN   | LICENSE PLATE |
|---|--------------|------------|---|-------|---------------|
| 2021  | Freightliner | M2-112     |   | Order |               |
| TIPS Contract # 200 206   |              |            |   |       |               |
| 2021 Freightliner M2-112 Chassis to include   |              |            |   |       | 124,867.00    |
| Ox 12-14Yd dump body w/elec tarp  |              |            |   |       |               |
| Detroit Ext Warr 5/200  |              |            |   |       | 4,036.00      |
| Allison 5yr warranty  |              |            |   |       |               |
| TIPS Fee (350.00) included  |              |            |   |       |               |
| Disclaimer of Warranties  |              |            |   |       |               |
| Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. |              |            |   |       |               |
| CUSTOMER SIGNATURE  |              |            |   |       |               |
| SALESMAN SIGNATURE Tom Standard (512) 468-7270  |              |            |   |       |               |

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. \*

| MILEAGE:      |      |            |     | TRADE-IN              |                        |
|---------------|------|------------|-----|-----------------------|------------------------|
| YEAR          | MAKE | MODEL/BODY | VIN | LICENSE PLATE         |                        |
| MILEAGE:      |      |            |     | TRADE-IN              |                        |
| YEAR          | MAKE | MODEL/BODY | VIN | LICENSE PLATE         |                        |
|               |      |            |     | TOTAL                 | 128,903.00             |
| PAYOFF TO:    |      |            |     | Trade Allowance       |                        |
| ADDRESS:      |      |            |     | Trading Difference    |                        |
|               |      |            |     | Sales Tax             |                        |
| GOOD UNTIL:   |      |            |     | Vehicle Inventory Tax |                        |
| QUOTED BY:    |      |            |     | License Fee           |                        |
| SHOW LEIN TO: |      |            |     | Body Type:            | Documentary Fee        |
| ADDRESS:      |      |            |     | License Wt.:          | Federal Excise Tax     |
|               |      |            |     | State Insp.:          | TOTAL SALE PRICE       |
| DATED:        |      |            |     | License:              | Payoff on Trade        |
| DRAFT FOR \$  |      |            |     | Title:                | Ext. Service Agreement |
| DRAFT THRU:   |      |            |     | Transfer:             | Less Deposit           |
| ADDRESS:      |      |            |     | Total Balance Due     | 128,903.00             |



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 09-21-2020

PURCHASING NAME

Williamson County

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

TELEPHONE

512-943-3368

STATE

Tx

ZIP CODE

78626

| YEAR  | MAKE         | MODEL/BODY  | VIN   | LICENSE PLATE |
|---|--------------|-------------|-------|---------------|
| 2021  | Freightliner | M2-112 Trac | order |               |
| MILEAGE:  |              |             |       |               |
| TIPS Contract 200 206   |              |             |       |               |
| 2021 Freightliner M2-112 tractor per specs to include DD13 engine, 13spd manual trans disc brakes, diff locks   |              |             |       | 104,733.00    |
| Extended engine 5/200 and trans 5/200   |              |             |       | 3,500.00      |
| TIPS fee included   |              |             |       |               |
| <b>Disclaimer of Warranties</b>   |              |             |       |               |
| Any warranties on the products sold hereby are those made by the factory. The Seller, <i>Freightliner of Austin</i> , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and <i>Freightliner of Austin</i> , neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. |              |             |       |               |
| CUSTOMER SIGNATURE  |              |             |       |               |
| SALESMAN SIGNATURE Tom Standard (512) 468-7270  |              |             |       |               |

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. \*

| MILEAGE: |      | TRADE-IN   |     | LICENSE PLATE |
|----------|------|------------|-----|---------------|
| YEAR     | MAKE | MODEL/BODY | VIN |               |
|          |      |            |     |               |
| MILEAGE: |      | TRADE-IN   |     | LICENSE PLATE |
| YEAR     | MAKE | MODEL/BODY | VIN |               |
|          |      |            |     |               |

|               |                |                       |                        |
|---------------|----------------|-----------------------|------------------------|
| PAYOFF TO:    |                | TOTAL                 | 108,233.00             |
| ADDRESS:      |                | Trade Allowance       |                        |
|               |                | Trading Difference    |                        |
|               |                | Sales Tax             |                        |
| GOOD UNTIL:   |                | Vehicle Inventory Tax |                        |
| QUOTED BY:    |                | License Fee           |                        |
| SHOW LEIN TO: |                | Body Type:            | Documentary Fee        |
| ADDRESS:      |                | License Wt.:          | Federal Excise Tax     |
|               |                | State Insp.:          | TOTAL SALE PRICE       |
| DATED:        | LIEN AMOUNT \$ | License:              | Payoff on Trade        |
| DRAFT FOR \$  |                | Title:                | Ext. Service Agreement |
| DRAFT THRU:   |                | Transfer:             | Less Deposit           |
| ADDRESS:      |                | Total Balance Due     | 108,233.00             |

**Commissioners Court - Regular Session****77.****Meeting Date:** 10/20/2020

Purchase of Water Tank Truck for Road and Bridge

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Freightliner 114SD Chassis Truck w/4k gallon water tank in the amount of \$168,885.00 to include a \$400 BuyBoard fee, from Freightliner of Austin, as per BuyBoard Contract #601-19.

**Background**

This vehicle is being purchased for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005700 and approved in the FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Kerstin Hancock

Andrea Schiele

**Date**

10/15/2020 11:48 AM

10/15/2020 11:56 AM

Started On: 10/07/2020 12:59 PM



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 09-21-2020

PURCHASING NAME

Williamson County

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

TELEPHONE

512-943-3368

STATE

Tx

ZIP CODE

78626

| YEAR | MAKE         | MODEL/BODY | VIN         | LICENSE PLATE |
|------|--------------|------------|-------------|---------------|
| 2021 | Freightliner | 114SD      | Order Units |               |

MILEAGE:

**Tx Buy Board 601-19**

2021 Freightliner 114SD 60K Chassis per specs  
to include Niece 4K Gallon Stainless tank with options  
Updated 9-21-20

165,740.00

Detroit DD13 ext engine 5/250

3,145.00

Tx Buy Board fee included (\$400)

## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. \*

MILEAGE: TRADE-IN

| YEAR | MAKE | MODEL/BODY | VIN | LICENSE PLATE |
|------|------|------------|-----|---------------|
|------|------|------------|-----|---------------|

MILEAGE: TRADE-IN

| YEAR | MAKE | MODEL/BODY | VIN | LICENSE PLATE |
|------|------|------------|-----|---------------|
|------|------|------------|-----|---------------|

|  |  |  |  |                         |
|--|--|--|--|-------------------------|
|  |  |  |  | <b>TOTAL</b> 168,885.00 |
|--|--|--|--|-------------------------|

PAYOFF TO: Trade Allowance

ADDRESS: Trading Difference

GOOD UNTIL: Sales Tax

QUOTED BY: Vehicle Inventory Tax

SHOW LEIN TO: License Fee

ADDRESS: Body Type: Documentary Fee

License Wt.: Federal Excise Tax

State Insp.: **TOTAL SALE PRICE**

DATED: LIEN AMOUNT \$ License: Payoff on Trade

DRAFT FOR \$ Title: Ext. Service Agreement

DRAFT THRU: Transfer: Less Deposit

ADDRESS: **Total Balance Due** 168,885.00





PO Box 277  
Buda, TX 78610  
Phone 512-252-3808 Fax 512-523-8775

# SALES ORDER

Quote# 764

CREATED BY: CHRIS COMPTON  
DATE: SEPTEMBER 18, 2020

**TO: FREIGHTLINER AUSTIN**  
*Tom Standard*

**FOR: WILCO 4K STAINLESS STEEL WATER TANK**  
**SYSTEM INSTALLED**

| DESCRIPTION   | AMOUNT |
|---|--------|
| <b><u>NIECE 4000 GALLON STAINLESS STEEL WATER TANK SYSTEM</u></b><br><b><u>Stainless steel tank components:</u></b><br>- 3/16" Stainless steel 4K tank shell<br>- QTY-2) Stainless steel vertical baffles<br>- QTY-3) Stainless steel horizontal baffles<br>- 24" Manway<br>- QTY-2) Stainless steel dished and flanged 4K tank heads<br><b><u>Carbon steel tank components:</u></b><br>- ¼" Z-frame equipped with weld on rubber pads<br>- 2 ½" anti-siphon fill pipe<br>- 4" Discharge to water pump<br>- Ladder with bar light mount<br>- QTY-4) Marker light pockets equipped with conduit<br>- Fenders equipped with hose hooks<br><b><u>Carbon steel plumbing:</u></b><br>- 3" Carbon steel supply plumbing throughout<br>- Iron 4"x 3" ATP 750 gpm water pump<br>- 3" Steel square tubing manifold<br>- (3) 3" Steel spray bars equipped with Bermad valves and controls<br>- 3" Steel manifold equipped with 1 ½" gate valve<br><b><u>Lighting:</u></b><br>- All LED DOT lighting |        |
| <b><u>CUSTOM OPTIONS</u></b><br>- ¾" Stainless steel sight glass, overfill protection<br>- 4" Rear tank head discharge equipped with brass ball valve<br>- 1 ½" x 50' Cox hand crank hose reel<br>- Front fender mud flaps equipped with anti-sail brackets<br>- 3" Gravity discharge routed under chassis frame to driver's side rear equipped with 3" wafer valve and female NPT threaded flange.<br>- 20-Ton pintle hitch bolted to rear pull block storage bumper.  |        |
| <b>FOB Buda Texas</b><br><b>Price does not include taxes and fees</b><br><b>Quote is valid for 30-days</b>  |        |
|   |        |

Customer's Signature Approving Specs & Pricing: \_\_\_\_\_

Customer Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioners Court - Regular Session****78.****Meeting Date:** 10/20/2020

Chip Spreader for Road and Bridge

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of one (1) 2021 Etnyre Self Propelled Chip Spreader in the amount of \$341,623.00, as per BuyBoard Contract #597-19.

**Background**

This is for the purchase of Heavy Equipment for the Road and Bridge Department. Department contact: Ron Roberts. Funding Source: 01.0200.0210.005711 for FY21

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:12 AM

10/15/2020 11:06 AM

Started On: 10/07/2020 01:24 PM

5210 N. Loop 1604 E  
San Antonio, TX 78247  
Ph: (210) 657-5151  
Fax: (210) 657-5871



201 Commerce Blvd  
Georgetown, TX 78626  
Ph: (512) 930-5151  
Fax: (210) 657-5871

Williamson County Fleet Operations  
**Mr. Ron Roberts, Road & Bridge Operations**  
3151 SE Inner Loop, Suite B  
Georgetown, TX 78626

Revised: September 30, 2020  
September 17, 2020  
Ron, Direct: 512.943.3352  
Ron, Fax: 512.943.3335  
Ron,, Cell: 512.663.1139  
[Rroberts@wilco.org](mailto:Rroberts@wilco.org)

**BUYBOARD QUOTATION for FY 2021**  
***For: Williamson County Road & Bridge Department***  
***RE: TASB / BuyBoard Contract # 597-19, December 1, 2019***

One, New, 2020 / 21 Etnyre Self-Propelled Chipspreader, Cummins QSB Turbo Diesel Engine rated at 260 HP, Tier IV, Front Wheel Hydrostatic Drive with computer control application rate and speed control, dual control station with manual sliding console/seat assembly. 25,000 lb rated front & rear axles; 385/65R22.5-J Tubeless, Radial Tires - Wide Base.

**2019 Manufacturer List Price Sheet C-202 - 20, effective September 1, 2019**

|   |                      |
|---|----------------------|
| 2020 Etnyre Self-Propelled Hydrostatic Drive Chipspreader . . . .     | \$ 237,700.00        |
| Optional Items to be equipped as follows:                             |                      |
| 10 / 20 Foot Variable Spread Hopper . . . . .                         | \$ 72,000.00         |
| Spread Hopper Hydraulic Powered Raise / Lower System . . . . .        | \$ 4,800.00          |
| 4-Wheel Hydrostatic Drive System . . . . .                            | \$ 36,700.00         |
| Powered Seat / Operator Console Pedestal . . . . .                    | \$ 2,700.00          |
| Strobe Beacon on Telescopic Stand . . . . .                           | \$ 500.00            |
| Corner LED Flashing Lights [on all four corners] . . . . .            | \$ 500.00            |
| Receiving Hopper Flashing Cable Support . . . . .                     | \$ 1,200.00          |
| <b>Total List Price . . . . .</b>                                     | <b>\$ 356,100.00</b> |
| <b>Less: 7 % Contract Discount . . . . .</b>                          | <b>- 24,927.00</b>   |
| <b>BuyBoard Contract Sale Amount . . . . .</b>                        | <b>\$ 331,173.00</b> |
| <b>Factory Freight, Dealer PDI, Delivery &amp; Training . . . . .</b> | <b>\$ 10,450.00</b>  |
| <b>BuyBoardTotal Contract Sale Amount . . . . .</b>                   | <b>\$ 341,623.00</b> |

**Delivery: Approximately 90 / 150 Days, ARO**  
**Warranty: One Year - Parts & Labor**

Respectfully Submitted,  Rick Chapman, District Manager



**Commissioners Court - Regular Session****79.****Meeting Date:** 10/20/2020

Kubota M5-111 Ag Tractor for Road and Bridge

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment for one (1) RC5715 Land Pride Heavy Duty Cutter (LP2022) in the amount of \$41,428.08, two (2) M5-111HDC12--1 Tractors, in the amount of \$60,056.74 each, for a grand total amount of \$161,541.56 to include \$400 Buyboard fee, from Ewald Kubota, INC pursuant to BuyBoard Contract #611-20.

**Background**

This is for the purchase of Heavy Equipment for Road and Bridge Department. Ron Roberts is the point of contact for this transaction. Funding Source 01.0200.0210.005711. Funding was approved in the FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote 1

quote 2

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:14 AM

10/15/2020 11:07 AM

Started On: 10/07/2020 01:35 PM





Contract Numbers:  
CE - #597-19  
GM - #611-20

M5-111HDC12-1 WEB QUOTE #1792160

Date: 9/24/2020 8:38:07 AM

-- Customer Information --

Webb, Shea  
Williamson County  
shea.webb@wilco.org  
512-943-5293

Quote Provided By  
EWALD KUBOTA, INC.  
Justin DeSpain  
2650 N AUSTIN AVE  
GEORGETOWN, TX 78626  
email: justin.d@ewaldkubota.com  
phone: 5128688686

-- Standard Features --

-- Custom Options --



M Series

M5-111HDC12-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

\*\*\* EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS \*\*\*

#### DIESEL ENGINE

Kubota V3800 Direct Injection  
3.8L (230 cu. In.) 4 Cyl  
EPA Tier 4 Final Compliant  
Common Rail Electronic Fuel Injection  
Electronic Engine Management  
Turbocharged  
w/Wastegate and Intercooled  
Fuel Tank Capacity: 27.7 Gal  
60 Amp Alternator ROPS  
80 Amp Alternator Cab  
12V 900 CCA Battery  
SAE Gross HP: 105.6  
Engine Net HP: 100  
Max. PTO HP: 89  
Cab @ 2600 Engine RPM  
ROPS @ 2400 Engine RPM

#### TRANSMISSION

8F/8R Two Range, 4-Speed  
12F/12R Two Range, 6-Speed  
540/540E  
24F/24R Two Range, 6-Speed Hi/Lo  
540/540E  
24 speed on M5-111 only  
Auto 4WD Function  
Electro-Hydraulic Shuttle Shift  
Clutch - Multi Plate Wet  
Planetary Final Drives  
Hydraulic Wet Disc Brakes

#### FRONT AXLE

Hydrostatic Power Steering  
2WD: Tubular Steel Beam Telescoping  
4WD: Cast Iron, Bevel Gear 55 deg  
Planetary Final Drives  
Adj. (Rim) Tread Spacing

#### FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal  
DEF Tank Capacity: 3.2 gal  
Cooling System: 11 qts  
Crankcase: 11.3 qts  
Hydraulics/Trans: 15.85 gal

#### INSTRUMENTS

LCD readout for MPH and PTO rpm  
RPM Memory  
Tachometer/Hour meter  
Oil Pressure  
Fuel Gauge  
Coolant Temperature  
Gear Speed Digital Light Indicator  
Digital Light Indicator F/R Direction

#### ULTRA GRAND CAB II

4-post, ROPS Certified  
RH & LH Doors  
Tinted Glass Doors and Windows  
In-roof window  
Tilt Steering Wheel  
Dual Level Air Conditioning & Heater  
Front and Wiper/Washer  
Front Sun Visor  
Retractable Seat belt  
LH & RH Side Mirrors  
Radio Ready Cab  
Steps, Left and Right Side  
Interior Dome Light  
12V - 30-Amp 2 Wire Coupler  
12V - 3 Pin 30-Amp Coupler  
12V - Outlet  
Cup Holder  
Instructor Seat Ready  
Horn

#### SAFETY EQUIPMENT

Flip-Up PTO Shield  
Electric Key Shut Off  
Parking Brake  
Turn Signals  
SMV Sign  
7-Pin Electrical Trailer Connector

#### EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)  
SCR System

#### HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump  
Max. Flow @ Rated Engine Speed: ROPS:  
2400 rpm  
Cab: 2600 rpm  
Power Steering: 5.4 gpm  
Impl. Flow ROPS: 15.9 gpm  
Impl. Flow Cab: 17.0 gpm  
Total Flow - ROPS: 21.3 gpm  
Total Flow - Cab: 23.1 gpm

#### REMOTE VALVES

(1) SCD (Self Canceling Detent)  
(1) FD (Float Detent) on -1 models (2 Total standard)

#### 3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch  
8 Speed Models  
@ Lift Points: 7055 lbs  
(ASAE) @ 24" Behind: 5181 lbs  
12/24 Speed Models  
@ Lift Points: 8600 lbs  
(ASAE) @ 24" Behind: 7275 lbs  
2 External Lift Cylinders  
Telescoping Lower Links  
Stabilizers  
Swinging Drawbar - Straight

#### POWER TAKE OFF (540)

Live-Independent Hyd. PTO  
SAE 1 3/8" Six Spline  
540 rpm @ 2205 Eng. rpm  
540 rpm @ 2035 Eng. rpm 12/24 speed  
540E\* @ 1519 Eng. rpm  
\* if equipped 12/24 Standard

#### LIGHTING

2 Headlights - Tail lights  
4 Hazard Flasher Lights w/ Turn Signals  
2 Grille Mounted Worklights  
2 Front Cab Halogen Worklights

M5-111HDC12-1 Base Price: \$63,835.00

|  |            |
|--|------------|
| (1) 3RD POSITION LEVER KIT<br>M9116-3RD POSITION LEVER KIT                             | \$154.00   |
| (1) FRONT WEIGHT BUMPER<br>M8075-FRONT WEIGHT BUMPER                                   | \$405.00   |
| (1) BOLT KIT FOR BUMPER<br>M8076-BOLT KIT FOR BUMPER                                   | \$58.00    |
| (1) BOLT BAR KIT FOR M8075 BRACKET<br>M8073A-BOLT BAR KIT FOR M8075 BRACKET            | \$66.00    |
| (10) FRONT SUITCASE WEIGHT<br>M8079-FRONT SUITCASE WEIGHT                              | \$1,020.00 |
| (1) GRILLE GUARD<br>M6909-GRILLE GUARD   | \$221.00   |
| (1) AIR RIDE SEAT SUSPENSION UPGRADE KIT<br>M9270-AIR RIDE SEAT SUSPENSION UPGRADE KIT | \$563.00   |
| (1) AIR RIDE SEAT WIRE HARNESS<br>M9205-AIR RIDE SEAT WIRE HARNESS                     | \$21.00    |
| (1) HYDRAULIC FLOAT DETENT (FD)<br>M7611-HYDRAULIC FLOAT DETENT (FD)                   | \$701.00   |

Configured Price: \$67,044.00

BUY BOARD Discount: (\$14,749.68)

SUBTOTAL: \$52,294.32

2Yr M5-111HDC12-1 Extended Warranty (4000 hrs.) \$3,000.00

Factory Assembly: \$260.00

Dealer Assembly: \$324.42

Freight Cost: \$860.00

PDI: \$250.00

Install Rear Rock Screen \$2,550.00

Configure Rear Remote FD,SCD,FD \$268.00

Install BT Radio \$250.00

Total Unit Price: \$60,056.74

Quantity Ordered: 2

Final Sales Price: \$120,113.48

**Purchase Order Must Reflect  
the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation  
Attn: National Accounts  
1000 Kubota Drive  
Grapevine, TX 76051  
or email NA.Support@kubota.com  
or call 817-756-1171 or fax 844-582-1581

2 Rear Halogen Worklights

SELECTED TIRES  
AMR8530B & AMR8556B  
FRONT - 12.4-24 R1W Goodyear OptiTrac  
REAR - 18.4-30 R1W Goodyear OptiTrac

**\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

198.143.57.2

**Commissioners Court - Regular Session****80.****Meeting Date:** 10/20/2020

Purchase of Caterpillar Equipment for Road and Bridge

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Holt Cat for one (1) 2021 Caterpillar Backhoe Loader 416F in the amount of \$125,628.00 to include warranty and one (1) 2021 Caterpillar 926M Wheel Loader in the amount of \$189,563.00 to include warranty for a total amount of \$315,191.00 pursuant to Sourcewell Contract #032119-CAT.

**Background**

This is for the purchase of Heavy Equipment for the Road and Bridge Department. Both equipment pieces include 60-month warranty for powertrain, hydraulics and technology (2,500 hr - 416F, 3,000 hr - 926M). Department contact: Ron Roberts, Funding Source: 01.0200.0210.005711 and approved in the FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote 2

quote

---

**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Kerstin Hancock

10/14/2020 12:49 PM

Purchasing (Originator)

Randy Barker

10/15/2020 10:22 AM

Purchasing (Originator)

Randy Barker

10/15/2020 10:23 AM

County Judge Exec Asst.

Andrea Schiele

10/15/2020 11:11 AM

Form Started By: Andrew Portillo

Started On: 10/07/2020 01:46 PM

Final Approval Date: 10/15/2020



DATE: September 23, 2020

QUOTE #:263563-01

**WILLIAMSON COUNTY FLEET**  
**RON ROBERTS**

**Jeffrey Kell**  
**512.917.3277**

3151 SE INNER LOOP STE B  
GEORGETOWN, TEXAS 78626-6343

**One (1) New Caterpillar Inc Model: 416F C4E Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:**

**STOCK NUMBER: TBD      SERIAL NUMBER:      YEAR: 2020**

|  |                     |
|--|---------------------|
| SALE PRICE                             | \$123,781.00        |
| <b>TOTAL PRICE</b>                     | <b>\$123,781.00</b> |
| <hr/>                                  |                     |
| <b>SUB TOTAL</b>                       | <b>\$123,781.00</b> |
| <b>TOTAL SOURCEWELL PURCHASE PRICE</b> | <b>\$123,781.00</b> |

**WARRANTY**

**Standard Warranty:      12 Month/Unlimited Hours Total Machine**

**Additional Warranty available Powertrain, Hydraulics, and Technology select and ADD:**

**-60 months or 2,000 hours    \$1,741.00**  
**-60 months or 2,500 hours    \$1,847.00**  
**-60 months or 3,000 hours    \$1,929.00**  
**-60 months or 4,000 hours    \$2,080.00**  
**-60 months or 5,000 hours    \$2,329.00**

**NOTES**

**Cab, 4x4, Ext-a-Stick, Wain Roy Style rear coupler, 24" Bucket**

**MP 4:1 Front Bucket, Ride Control, Hydraulic Thumb rear**

**Delivery – 6-8 weeks**

**Sourcewell Contract number #032119-CAT**



|  |                      |
|--|----------------------|
| <b>416F List Price</b>                   | <b>\$120,334.00</b>  |
| <b>Sourcewell Discount 22%</b>           | <b>(\$26,473.00)</b> |
| <b>Adjusted Sales Price</b>              | <b>\$93,871.00</b>   |
| <b>Prep</b>                              | <b>\$1,500.00</b>    |
| <b>Bucket 4:1 MP</b>                     | <b>\$6,627.00</b>    |
| <b>Valve, Controls, installation</b>     | <b>\$6,650.00</b>    |
| <b>Thumb Hydraulic, controls</b>         | <b>\$6,761.00</b>    |
| <b>Installation</b>                      | <b>\$3,389.00</b>    |
| <b>Ride Control</b>                      | <b>\$1,683.00</b>    |
| <b>Manuals Service &amp; Maintenance</b> | <b>\$1,750.00</b>    |
| <b>No Charge Field Service 12 months</b> | <b>\$1,000.00</b>    |
| <b>Delivery</b>                          | <b>\$550.00</b>      |
| <b>TOTAL Sourcewell Purchase price</b>   | <b>\$123,781.00</b>  |

DATE: September 23, 2020QUOTE #:Quote 263563-01

#### MACHINE SPECIFICATIONS

**STOCK NUMBER:**      **SERIAL NUMBER:**      **YEAR: 2020**      **HOURS:**

| DESCRIPTION                    | REF.#    |
|--------------------------------|----------|
| 416F2 BHL ST, TIER 4 HRC, 70KW | 450-8445 |
| LANE 3 ORDER                   | 0P-9003  |
| CONTROLS, BACKHOE PATTERN      | 398-2496 |
| PT, 4WD, STD SHIFT, MECH       | 450-8604 |
| ENGINE, 70KW, C4.4 ACERT, T4F  | 450-8754 |
| HYDRAULICS, GP, 5FCN/7BNK      | 450-8511 |
| CAB, STANDARD                  | 450-8680 |
| SEAT, FABRIC                   | 433-4805 |
| BELT, SEAT, 2" SUSPENSION      | 206-1747 |
| AIR CONDITIONER, T4            | 450-8711 |
| COUNTERWEIGHT, 1015 LBS        | 337-9696 |
| SECURITY SYSTEM, KEYPAD        | 387-6570 |
| STABILIZER PADS, FLIP-OVER     | 9R-6007  |
| BUCKET-GP, 1.30 YD3, PO        | 337-7385 |
| WORKLIGHTS (8) HALOGEN LAMPS   | 491-6734 |
| CUTTING EDGE, TWO PIECE        | 9R-5321  |
| INSTRUCTIONS, ANSI             | 430-9944 |
| SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| RADIO, FM BLUETOOTH            | 540-2298 |
| PRODUCT LINK, CELLULAR PL641   | 581-1781 |
| BATTERY, HEAVY DUTY            | 457-2797 |
| PLATE GROUP - BOOM WEAR        | 423-7607 |
| GUARD, STABILIZER              | 353-1389 |
| PACK, DOMESTIC TRUCK           | 0P-0210  |

| DESCRIPTION                   | REF.#    |
|-------------------------------|----------|
| SHIPPING/STORAGE PROTECTION   | 461-6839 |
| RUST PREVENTATIVE APPLICATOR  | 462-1033 |
| COUPLER, PIN LOCK, BL F       | 544-1901 |
| BUCKET, HOE, (NONE)           | 175-7877 |
| TIRES, 12.5 80/19.5L-24, GY   | 379-2161 |
| STICK, EXTENDABLE, 14FT, MECH | 450-8727 |
| RIDE CONTROL                  | 398-2680 |
| HYDRAULICS MP, 6FCN/8BNK, PT  | 450-8522 |

## STANDARD EQUIPMENT

---

### CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 416F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

### BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style  
backhoe with 2-lever control  
Boom transport lock  
Swing transport lock  
Street type stabilizer shoes  
Bucket level indicator  
Lift cylinder brace

Return-to-dig  
(automatic bucket positioner)  
Self-leveling loader with single lever  
control  
Transmission neutralizer switch  
Single Tilt Loader

### POWERTRAIN

Cat C4.4, 70KW (Net 87HP / 65kW)  
- Direct Injection Turbo Charged Engine,  
- with ACERT technology.  
- US EPA Tier4 FinalEmissions Compliant  
- Selective Catalytic Reduction (SCR)  
Water separator  
Thermal starting aid system  
A dry type axial seal air cleaner with  
- integral precleaner  
- automatic dust ejection system  
- filter condition indicator  
Hydraulically boosted multi-plate wet  
disk brake with

- dual pedals & interlock  
Differential lock  
Drive-line parking brake  
Torque converter  
Transmission-four speed synchro mesh inc  
- power shuttle  
- neutral safety switch  
Spin-on filters for  
- fuel  
- engine oil  
- transmission oil  
Outboard Planetary Rear Axles

### HYDRAULICS

Load sensing, variable flow system with  
- 35 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings

Caterpillar XT-3 hose  
Hydraulic oil cooler  
Flow-Sharing Hydraulic Valves  
Hydraulic suction strainer

### ELECTRICAL

12 volt electrical start  
150 ampere alternator  
Horn  
Backup alarm  
Hazard flashers/turn signals  
Halogen head lights (2)  
Halogen rear flood lights (2)

Stop and tail lights  
Audible system fault alarm  
Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External Power Receptacle (12v)  
Remote jump start connector

#### **OPERATOR ENVIRONMENT**

Lighted gauge group  
Interior rearview mirror  
Rear fenders  
ROPS canopy

2-inch retractable seat belt  
Hand and foot throttle  
Air suspension seat  
Coat Strap

#### **FLUIDS**

Antifreeze - Extended Life Coolant

-30C (-20F)

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-down points  
Ground line fill fuel tank with  
44 gallon capacity  
Ground line fill diesel exhaust fluid  
tank with 5 gallon capacity

Rubber impact strips on radiator guards  
Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection





DATE: September 23, 2020

QUOTE #:263460-01

**WILLIAMSON COUNTY FLEET**  
RON ROBERTS

**Jeffrey Kell**  
512.917.3277

3151 SE INNER LOOP STE B  
GEORGETOWN, TEXAS 78626-6343

**One (1) New Caterpillar Inc Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:**

**STOCK NUMBER: TBD      SERIAL NUMBER:      YEAR: 2020**

|  |                     |
|--|---------------------|
| SALE PRICE                             | \$187,422.00        |
| <b>TOTAL PRICE</b>                     | <b>\$187,422.00</b> |
| <hr/>                                  |                     |
| <b>SUB TOTAL</b>                       | <b>\$187,422.00</b> |
| <b>TOTAL SOURCEWELL PURCHASE PRICE</b> | <b>\$187,422.00</b> |

**WARRANTY**

**Standard Warranty:      12 Month/Unlimited Hours Total Machine**

**Additional Warranty available Powertrain, Hydraulics, and Technology select and ADD:**

|                                  |                   |
|----------------------------------|-------------------|
| <b>-60 months or 2,000 Hours</b> | <b>\$1,718.00</b> |
| <b>-60 months or 3,000 Hours</b> | <b>\$2,141.00</b> |
| <b>-60 months or 4,000 Hours</b> | <b>\$2,341.00</b> |
| <b>-60 months or 5,000 Hours</b> | <b>\$2,694.00</b> |

**NOTES**

**Includes 4 in 1 Multi-Purpose front Bucket  
Ride Control**

**Delivery – 4-6 weeks**

**Sourcewell Contract number #032119-CAT**

**Sourcewell Pricing below:**

|  |                      |
|--|----------------------|
| <b>926M List Price</b>                   | <b>\$199,555.00</b>  |
| <b>Sourcwell Discount 24%</b>            | <b>(\$47,893.00)</b> |
| <b>Adjusted Sales Price</b>              | <b>\$151,662.00</b>  |
| <b>Ride Control</b>                      | <b>\$4,105.00</b>    |
| <b>MP Front Bucket</b>                   | <b>\$19,526.00</b>   |
| <b>Machine Prep</b>                      | <b>\$1,500.00</b>    |
| <b>Valve and Controls MP Bucket</b>      | <b>\$2,164.00</b>    |
| <b>Installation MP Bucket</b>            | <b>\$4,953.00</b>    |
| <b>Delivery</b>                          | <b>\$750.00</b>      |
| <b>Manuals Service and Maintenance</b>   | <b>\$1,762.00</b>    |
| <b>No Charge Field Service 12 months</b> | <b>\$1,000.00</b>    |
| <b>TOTAL Sourcwell Purchase Price</b>    | <b>\$187,422.00</b>  |

DATE: September 23, 2020QUOTE #:Quote 263460-01

#### MACHINE SPECIFICATIONS

**STOCK NUMBER: HLK042439**      **SERIAL NUMBER: 0LTE08098**      **YEAR: 2020**      **HOURS: 3.40**

| DESCRIPTION                    | REF.#    |
|--------------------------------|----------|
| 926M WHEEL LOADER              | 536-5300 |
| LANE 2 ORDER                   | 0P-9002  |
| PREP PACK, UNITED STATES       | 430-2943 |
| HYDRAULICS, 2V, CPLR READY, SL | 536-5322 |
| STEERING, STANDARD             | 430-2996 |
| DIFFERENTIAL, OPEN REAR        | 333-6528 |
| ENVIRONMENT, STANDARD          | 536-5320 |
| WEATHER, STANDARD              | 454-0609 |
| ENGINE AR                      | 430-3038 |
| CAB, DELUXE                    | 536-5309 |
| CAMERA, REAR VIEW              | 377-5635 |
| SEAT, DELUXE                   | 563-5967 |
| RADIO READY, BLUETOOTH,MIC,AUX | 378-0951 |
| TIRES, 20.5R25 TI MXL * L3     | 376-0827 |
| FENDERS, STANDARD              | 366-8148 |
| TOOLBOX AUX, NONE              | 519-8081 |
| COUNTERWEIGHT, HEAVY           | 348-2579 |
| KIT,SERIALIZED TECHNICAL MEDIA | 0P-2491  |
| LIGHTS, STD HALOGEN            | 488-1112 |
| HYDRAULICS, STANDARD, HL       | 536-5282 |
| LIGHTS, ROADING, HALOGEN, RH   | 541-3066 |
| JUMPER LINES, NONE             | 536-5339 |
| PACK, DOMESTIC TRUCK           | 0P-0210  |
| LINES, AUX 3RD, NONE           | 536-5329 |
| PRODUCT LINK, CELLULAR PL641   | 565-0908 |
| TRANSPORT GROUP                | 387-2859 |



## STANDARD EQUIPMENT

---

### POWERTRAIN

Axle seal guards  
Auto Idle shut down feature  
Cat C7.1ACERT engine  
-Power Modes (Standard and Performance)  
-Power by Range (High Power in Range 4)  
-Tier 4 Final/Stage IV compliant  
-Turbocharged and aftercooled  
-Filtered crankcase breather  
-Diesel particulate filter  
-Selective Catalyst Reduction  
Coolant protection to -34C (-29F)  
Differential lock in front axle  
Dry type air cleaner  
Enclosed wet disc full hydraulic brakes  
Fuel priming pump, automatic  
Fuel water separator

Hydraulically driven demand cooling fan  
Hydrostatic transmission with electronic control  
-Operator Modes (Default, TC, Hystat and Ice)  
-Directional Shift Aggressiveness (Fast, Medium, Slow)  
-Rimpull control, adjust wheel torque  
-Creeper control, adjust ground speed  
Lubed for life driveshafts  
Parking brake, electric  
Single plane cooling package wide 6 fins per inch density  
S-O-S port, engine, coolant, transmission oil

### HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab  
Bucket and Fork Modes, adjustable in-cab  
Cylinder damping at kickout and mechanical end stops  
Fine Mode control (Fast, Medium, Slow) in Fork Mode

Hydraulic Response setting (Fast, Medium, Slow)  
Hydraulic diagnostic connectors and S-O-S ports  
Hydraulic sight gauge, visible  
Load sensing hydraulics and steering  
Seat mounted hydraulic joystick controls

### ELECTRICAL

Alternator, 115-amp, heavy duty  
12V power supply in cab (2)  
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch  
Back up alarm  
Emergency shutdown switch  
Halogen work lights front and rear, LED

rear stop and turn lights  
Heavy duty gear reduction starter  
Product Link PRO w/3 year subscription  
Remote jump start post  
Resettable main and critical function breakers  
Roading lights front and rear

### OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt  
Automatic temperature control  
Cab, enclosed ROPS/FOPS pressurized and sound suppressed  
Cup holders  
External heated mirrors with lower parabolic  
Ground level cab door release  
Gauges  
-Digital hour meter, odometer and tachometer

Interior cab lighting, door and dome  
Interior rearview mirrors (2)  
Lunch box storage  
Operator warning system indicators  
Radio ready speakers  
Rear window defrost, electric  
Seat mounted electronic implement controls, adjustable  
Sliding glass on the side windows  
Column mounted multi function control  
-lights, wipers, turn signal

- Digital ground speedometer and direction indicator
- Engine coolant temperature gauge
- Fuel and Diesel Exhaust Fluid level indicator
- Hydraulic oil temperature gauge
- Hydraulic control lockout

- Suspension seat, fabric
- Tilt and telescope steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front
- Wet arm wiper washer, rear

#### **OTHER STANDARD EQUIPMENT**

- Large-access enclosure doors with adjustable close/open force
- Parallel lift loader linkage
- Recovery hitch with pin

- Remote mounted lubrication points
- Vandalism protection-lockable compartments



**Commissioners Court - Regular Session****81.****Meeting Date:** 10/20/2020

Street Sweeper Crosswind for Road and Bridge Department

**Submitted For:** Randy Barker**Submitted By:** Andrew Portillo,  
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Heavy Equipment from Kinloch Equipment & Supply Inc. for two (2) 2021 Elgin Street Sweepers Crosswind 1 for \$279,955 each, in the total amount of \$559,910.00 pursuant to Sourcewell Contract #122017-FSC.

**Background**

This is for the purchase of Heavy Equipment for the Road and Bridge Department. Department contact: Ron Roberts, Funding Source: 01.0200.0210.005700 and approved in the FY21 budget.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

quote

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 10:24 AM

10/15/2020 11:13 AM

Started On: 10/07/2020 02:08 PM



## Presents a Proposal Summary

of the



**Crosswind 1**

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

for



## **PRODUCT DESCRIPTION**

- Equipped with Memory Sweep;8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

## **STANDARD FEATURES**

- Alternator, 95 amp
- Backup Alarm, electric
- Blower, 20,000 CFM rating with Linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual
- Broom Measurement Ruler
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel level indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suctions side
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right And Left Hand Heated And Remote Controlled Mirrors
- Standard Electric Horns
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual

## **ADDITIONAL FEATURES**

- **2021** M2 Dual Steer
- Mirrors, West Coast type with 12" convex inserts, one each side
- **Memory Sweep**
- **Additional 40 Gallon Capacity Water Tank**
- Steel Bristles with Polyethylene Segments Sidebrooms
- Variable Speed - Dual Sidebrooms
- Sidebroom Tilt Option Right Hand
- LifeLiner™ Hopper System
- Right Hand Inspection Door with Step and Handle
- **Hydraulic Heavy-Duty Wandering Hose**
- Front Spray Bar
- Individual Switches for the Water System Control
- **Vacuum Enhancer In-cab control with display**
- Hopper Deluge
- Low Pressure Washdown



- Flow Blocker
- Rear LED Beacon / LED Arrowboard

**Total Price F.O.B. Georgetown, TX:                      \$279,955.00**

Product Model: CROSSWIND 1

Proposal Date: 9/8/2020

Quote Number: 2019-32901

Price List Date: 9/4/2020

Payment Terms: Net Due Upon Delivery

**Proposal Notes:**

1. Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 122017-FSC. Williamson County Member # 9076.
2. Prices quoted herein are firm until 12/31/20.

## LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

**TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**Commissioners Court - Regular Session****82.****Meeting Date:** 10/20/2020

Fleet Tire Blanket

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for tires to Youngblood Automotive in the amount of \$250,000.

**Background**

Approval of this blanket purchase order will support the operations of the Williamson County Fleet department. This is the blanket po for tires that Fleet requests every year. This purchase is exempt from competitive bidding requirements as it falls under vehicle repairs. There is no attachment for this item as it is for a blanket purchase order. This expenditure will be charged to 01.0882.0882.003525. Department contact is Kevin Teller.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Kerstin Hancock

Andrea Schiele

**Date**

10/15/2020 11:48 AM

10/15/2020 11:59 AM

Started On: 10/13/2020 02:13 PM

**Commissioners Court - Regular Session****83.****Meeting Date:** 10/20/2020

Fleet Parts Blanket PO

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for parts to Don Hewlett Chevrolet, Buick Inc. in the amount of \$125,000.

**Background**

Approval of this parts blanket purchase order will support the operations of the Williamson County Fleet Department. This purchase is exempt from the competitive bidding requirement as it falls under vehicle repairs which are exempt. There is no attachment for this item as it is for a blanket purchase order. This expenditure will be charged to. 01.0882.0882.003523. Department contact is Kevin Teller.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 10/15/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

10/15/2020 11:33 AM

10/15/2020 11:46 AM

Started On: 10/13/2020 02:56 PM

**Commissioners Court - Regular Session****84.****Meeting Date:** 10/20/2020

Resolution for Condemnation

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road  
Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.744 acres) required for the construction of the Southeast Loop Project, and take appropriate action. (Brian N. Brown).

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Brown Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:31 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:19 AM

Final Approval Date: 10/15/2020

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.744 acre (Parcel 68) described by metes and bounds in Exhibit "A" owned by **BRIAN N. BROWN** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners to acquire the property voluntarily. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Bill Gravell, Jr.  
Williamson County Judge



EXHIBIT **A**

County: Williamson  
Parcel : 68  
Project: FM 3349

PROPERTY DESCRIPTION FOR PARCEL

DESCRIPTION OF A 0.744 ACRE (32,418 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.496 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO BRIAN N. BROWN AND RECORDED IN DOCUMENT NO. 2015065368 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,418 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, being the southeasterly corner of said 2.496 acre tract, same being in the northerly boundary line of that called 1.137 acre tract (Exhibit "A" second tract) described in Deed with Vendors Lien to Henry Holubec, Jr. and wife, Nancy Rydell Holubec and James Holubec recorded in Volume 1051, Page 818 of the Official Records of Williamson County, Texas, also being the southwesterly corner of the remainder of that called 15.00 acre tract of land described in Warranty Deed to Charles Barr and wife, Rosa Barr recorded in Volume 832, Page 303 of the Deed Records of Williamson County, Texas;

THENCE, departing said remainder tract, with the southerly boundary line of said 2.496 acre tract, same being the northerly boundary line of said 1.137 acre tract, N 82°28'30" W, for a distance of 367.69 feet to an iron rod with plastic cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,168,665.52, E=3,193,183.89 TSPC Zone 4203) in the proposed easterly Right-of-Way (ROW) line of F.M. 3349, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, **N 82°28'30" W**, for a distance of **155.69** feet to a 1/2" iron rod found in the existing easterly ROW line of said F.M. 3349 (100' ROW width), same being the northwesterly corner of said 1.137 acre tract, also being the southwesterly corner of said 2.496 acre tract and the herein described tract, and from which, a 1/2" iron rod found, being the southwesterly corner of said 1.137 acre tract in said existing easterly ROW line bears S 07°37'56" W, at a distance of 20.00 feet;
- 2) **THENCE**, departing said 1.137 acre tract, with said existing easterly ROW line, **N 07°37'56" E**, for a distance of **208.20** feet to a 1/2" iron rod found, being the northwesterly corner of said 2.496 acre tract, same being the southwesterly corner of that called 2.50 acre tract of land affected by Affidavit of Heirship to Diane Barr, Clyde Barr, Charles R. Barr and William Clark Barr recorded in Document No. 2003061286 of the Official Public Records of Williamson County, Texas, and described in Warranty Deed to Charles O. Barr recorded in Volume 848, Page 697 of the Deed Records of Williamson County, Texas for the northwesterly corner of the herein described tract;
- 3) **THENCE**, departing said existing easterly ROW line, with the northerly boundary line of said 2.496 acre tract, same being the southerly boundary line of said 2.50 acre tract, **S 82°26'22" E**, for a distance of **155.80** feet to an iron rod with plastic cap stamped "ROW 4933" set in said proposed easterly ROW line, and from which, a 1/2" iron rod found, being the common easterly corner of said 2.496 acre tract and said 2.50 acre tract, same being in the westerly boundary line of said remainder of the 15.00 acre tract bears S82°26'22" E, at a distance of 367.33 feet;
- 4) **THENCE**, departing said 2.50 acre tract, with said proposed easterly ROW line, through the interior of said 2.496 acre tract, **S 07°39'47" W**, for a distance of **208.10** feet to the **POINT OF BEGINNING**, containing 0.744 acre (32,418 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS            §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON       §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*10 MAR 2020*  
Date



WATKINS NOBLES SURVEY  
ABSTRACT NO. 484

DIANE BARR, CLYDE BARR CHARLES R. BARR & WILLIAM CLARK BARR  
2.50 AC.  
AFFIDAVIT OF HEIRSHIP  
DOC. 2003061286  
DESCRIBED IN DEED TO CHARLES O. BARR, DECEASED  
VOL 848, PG. 697  
D.R.W.C.T.

(S09°07'W 208.00')  
(N07°38'41"E 208.06')

CHARLES & ROSA BARR  
REMAINDER OF 15.00 AC.  
VOL 832, PG. 303  
D.R.W.C.T.

BRIAN N. BROWN  
2.496 AC.  
DOC. 2015065368  
O.P.R.W.C.T.

REMAINDER  
1.755 AC.  
76,437 SQ. FT.

PARCEL  
0.744 AC.  
32,418 SQ. FT.

HOUSE

POOL

P.O.R.

P.O.B.

30' ACCESS EASE. Vol. 832, Pg.316)

(N80°59'34"W 523.20')

20' ACCESS EASE. Vol. 832, Pg.326)

3349 LAND GROUP, LLC  
121.12 AC.  
DOC. No. 2007027439  
O.P.R.W.C.T.

HENRY H. HOLUBEC, Jr. and  
Wife, NANCY RYDELL HOLUBEC  
AND JAMES F. HOLUBEC  
1.137 AC.  
VOL 1051, PG. 818  
O.R.W.C.T.

STATE OF TEXAS  
0.0459 ACRES  
VOL. 669, PG. 363  
D.R.W.C.T.

F.M. 3349  
(100' R.O.W. WIDTH)

STATE OF TEXAS  
4.1049 ACRES  
VOL. 669, PG. 340  
D.R.W.C.T.

EXISTING R.O.W.

ASPHALT ROAD

EXISTING R.O.W.

PROPOSED R.O.W.

CARPENTER DRIVE

S07°37'56"W (S10°W  
20.00' 7.2Vrs=20")

N82°28'30"W 155.69'

367.69'

(S80°00'10"E 2476.35')

S82°26'22"E 155.80'  
(S80°57'37"E 522.71')

367.33'

(S09°04'38"W 207.80')  
(N07°33'46"E 207.65')

PARCEL PLAT SHOWING PROPERTY OF  
**BRIAN N. BROWN**

PARCEL  
**68**

PAGE 2 OF 3

SCALE  
1" = 50'

PROJECT  
F.M. 3349

COUNTY  
WILLIAMSON





**LEGEND**

|              |   |
|--------------|---|
| ⊙            | IRON ROD WITH PLASTIC CAP<br>STAMPED "INLAND 4933"  |
| ●            | 1/2" IRON ROD FOUND                                 |
| △            | CALCULATED POINT                                    |
| ⌒            | PROPERTY LINE                                       |
| ⌋            | LINE BREAK  |
| P.O.B.       | POINT OF BEGINNING                                  |
| P.O.R.       | POINT OF REFERENCE                                  |
| ( )          | RECORD INFORMATION                                  |
| P.R.W.C.T.   | PLAT RECORDS<br>WILLIAMSON COUNTY, TEXAS            |
| D.R.W.C.T.   | DEED RECORDS<br>WILLIAMSON COUNTY, TEXAS            |
| O.R.W.C.T.   | OFFICIAL RECORDS<br>WILLIAMSON COUNTY, TEXAS        |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS<br>WILLIAMSON COUNTY, TEXAS |

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 10 MAR 2020  
M. STEPHEN TRUESDALE                      DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



|  |   |                      |                      |   |
|--|---|----------------------|----------------------|---|
|  <p><b>INLAND GEODETICS</b><br/> PROFESSIONAL LAND SURVEYORS<br/> 1504 CHISHOLM TRAIL RD. STE. 103<br/> ROUND ROCK, TX. 78681<br/> PH. (512) 238-1200, FAX (512) 238-1251<br/> FIRM REGISTRATION NO. 100591-00</p> | <b>PARCEL PLAT SHOWING PROPERTY OF</b><br><b>BRIAN N. BROWN</b> |                      |                      | <b>PARCEL</b><br><b>68</b><br>PAGE 3 OF 3 |
|  | SCALE<br>1" = 50'   | PROJECT<br>F.M. 3349 | COUNTY<br>WILLIAMSON |   |

**Commissioners Court - Regular Session****85.****Meeting Date:** 10/20/2020

Relocation Claim

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses from Rhina Palazuelos on the Southeast Loop project (Parcel 13). Funding Source: Road Bonds P463

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Relocation Claim

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

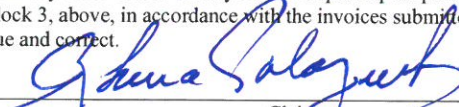
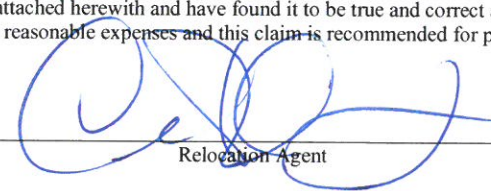
10/15/2020 10:32 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:28 AM

Final Approval Date: 10/15/2020

## CLAIM FOR ACTUAL MOVING EXPENSES

| Print or Type All Information   |        |  |                             |                               |
|---|--------|--|-----------------------------|-------------------------------|
| 1. Name of Claimant(s)<br>Rhina Palazuelos  |        | Parcel No: 13  |                             | County: Williamson            |
|   |        |  |                             | Project: Corridor A-1 SE Loop |
| <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other   |        |  |                             |                               |
| 2. Address of Property Acquired by Williamson County:<br>105 Dana Drive, Hutto Texas 78634<br>Claimant's Telephone No.: 512-497-9548  |        | 3. Address Moved To:<br>3424 Pauling Loop<br>Round Rock, Texas 78665                                     |                             |                               |
| 4. Occupancy of Property Acquired by Williamson County:<br>From (Date): 07-07-2016    To (Date of Move): 09-19-2020<br><input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant   |        | 5. Distance Moved: 6.5 Miles   |                             |                               |
| 6. Controlling Dates  |        | 7. Mover's Name and Address:<br>Daryl Flood Relocation, Inc.<br>2401 Double Creek<br>Round Rock Tx 78664 |                             |                               |
| a. First Offer in Negotiation   | Mo. 08 | Day 30   | 9. Amount of Claim:         |                               |
| b. Date Property Acquired   | 08     | 20   | a. Moving Expenses          | \$5,065.50                    |
| c. Date Required to Move  | 09     | 25   | b. Reestablishment Expenses | \$                            |
| 8. Property Storage (attach explanation)<br>From (Date): N/A    To (Date of Move): N/A  |        |  | c. Searching Expenses       | \$                            |
| Place Stored (Name and Address):<br>N/A   |        |  | d. Tangible Property Loss   | \$                            |
| 10. Temporary Lodging (attach explanation)<br>From (Date): N/A    To (Date of Move): N/A  |        |  | e. Storage                  | \$                            |
|   |        |  | f. Temporary Lodging        | \$                            |
|   |        |  | g. Total Amount             | \$5,065.50                    |
| 11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct. |        |  |                             |                               |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <br/>           Claimant         </div> <div style="width: 40%;">           Date of Claim: 9/29/20<br/>           Claimant         </div> </div>  |        |  |                             |                               |
| Spaces Below to be Completed by Williamson County   |        |  |                             |                               |
| I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:  |        |  |                             |                               |
| Amount of \$ 5,065.50<br><div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">             9-30-2020<br/>             Date           </div> <div style="width: 40%;"> <br/>             Relocation Agent           </div> </div>   |        |  |                             |                               |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">             Date           </div> <div style="width: 40%;">             Williamson County Judge           </div> </div>  |        |  |                             |                               |



**DARYL FLOOD RELOCATION INC.**2401 DOUBLE CREEK DRIVE  
ROUND ROCK, TX 78664

800-325-9340

Invoice Date: 9/29/2020  
Invoice #: 90604  
Order #: AUS-482-0  
Customer #: RIGHOF**Amount Due: \$5,065.50****Due Date: 10/29/2020****After 10/29/2020 pay: \$5,166.81**Right of Way of Texas, LLC  
Attn: danny.jackson@rightofwayoftexas.com  
6101 W. Courtyard Dr.  
Bldg 1; Ste. 125  
Austin, TX 78730**Amount Paid: \$** \_\_\_\_\_**Remit To:**P.O. Box 731088  
Dallas, TX 75373-1088  
972-471-1496-----  
Please detach and return this portion with your payment. Thank you.Invoice Date: 9/29/2020  
Invoice #: 90604  
Order #: AUS-482-0  
Customer #: RIGHOF**DARYL FLOOD RELOCATION INC.**  
2401 DOUBLE CREEK DRIVE  
ROUND ROCK, TX 78664  
800-325-9340**Remit To:**P.O. Box 731088  
Dallas, TX 75373-1088  
972-471-1496**Shipper:** Palazuelos, Rhina**Salesperson:** Ervin, Jodie**Hauled Wt:** \_\_\_\_\_**Miles:** \_\_\_\_\_**Origin:** 105 Dana Dr  
HUTTO, TX 78634  
United States of America**Destination:** 3424 Pauling Loop  
ROUND ROCK, TX 78665  
United States of America**Tariff:** Local

| Item # | Description                                 | Quantity | Quantity | Rate | Gross      | Discount | Amount     |
|--------|---|----------|----------|------|------------|----------|------------|
|        | Transportation-14849 lbs.                   |          |          |      | \$2,651.00 |          | \$2,651.00 |
|        | Valuation- Full Value                       |          |          |      | \$720.00   |          | \$720.00   |
|        | Fuel Surcharge @ \$50/Day                   |          |          |      | \$100.00   |          | \$100.00   |
|        | Packing                                     |          |          |      | \$1,172.00 |          | \$1,172.00 |
|        | Unpacking                                   |          |          |      | \$94.50    |          | \$94.50    |
|        | 3rd Party- Origin,<br>Washer/Dryer/IM/Crate |          |          |      | \$202.00   |          | \$202.00   |
|        | Extra Labor- Adj. Bed Origin &<br>Dest.     |          |          |      | \$126.00   |          | \$126.00   |

**Amount Due: \$5,065.50****Due Date: 10/29/2020****After 10/29/2020 pay: \$5,166.81**

Thank you for your business and prompt payment! We look forward to serving you again.

Parcel 13 SE Loop  
Palazuelos

Verified 9-30-20

# DARYL FLOOD

relocation & logistics

## Walk-Through Checklist and Parts Box

Shipper Name: Palazuelos

Order Number: Aus-482-0

### PACKING

Before—Show all areas to your crew to ensure they are aware of what needs to be packed.

After—Complete a thorough walk-through to confirm everything has been packed. Check off each area on the list below.

### LOADING

Before—Show the loading driver all areas that will be loaded.

After—Completely fill out the list below as you complete your walk-through and inspection.

DO NOT forget to check drawers, closets and cabinets to ensure ALL designated items have been loaded.

| AREA           | PACK DAY | LOAD DAY |
|----------------|----------|----------|
| 1st Floor      |          |          |
| Living Room    |          |          |
| Dining Room    |          |          |
| Kitchen        |          |          |
| Bathrooms      |          |          |
| Bedroom(s)     |          |          |
| Attic/Basement |          |          |
| Garage(s)      |          |          |

[Signature]  
Signature of Shipper

9/19/20  
Date

Thank you for entrusting the care of your household goods to Daryl Flood, Inc. In an effort to provide you with the best move experience possible, we are placing all hardware parts from your disassembled goods and last minute items into a specific carton for easy identification at destination.

YOUR PARTS BOX IS THE FIRST ITEM OF YOUR INVENTORY

NUMBER #458

INVENTORY COLOR Yellow

CONTENTS Bed Parts, Table Parts

By signing below, you are acknowledging the use of this parts box and that the crew has placed all of your furniture hardware inside of it.

Crew Leader Signature [Signature]

Customer Signature [Signature]

Date \_\_\_\_\_



# Shamrock Movers Services

Crating & Global Logistics  
P.O BOX 388 - Hallettsville, TX 77964  
(855) 865-8351 Toll Free  
info@shamrockcrating.com

## Invoice

| Date      | Invoice # |
|-----------|-----------|
| 9/21/2020 | 53451     |

|   |
|---|
| <b>Bill To</b>                                    |
| Daryl Flood<br>450 Airline Dr #100<br>Coppell, TX |

|  |
|--|
| <b>Shipper</b>                                       |
| Rhina Palazuelos<br>105 Dana Dr<br>Hutto Tx<br>78634 |

| Service Date | Tech |
|--------------|------|
| 9-18-2020    | MO   |

| O / D  | Order #   |
|--------|-----------|
| Origin | AUS-482-0 |

| Item            | Description           | Amount |
|-----------------|-----------------------|--------|
| Top Load Washer | Top Load Washer       | 25.00  |
| Electric Dryer  | Electric Dryer        | 25.00  |
| Ice Maker       | Ice Maker             | 25.00  |
| Crate           | 34x19x19 Statue (8cf) | 92.00  |
| Trip Charge     | Trip Charge           | 35.00  |

|                             |              |                 |
|-----------------------------|--------------|-----------------|
| Thank You For Your Business | <b>Total</b> | <b>\$202.00</b> |
|-----------------------------|--------------|-----------------|

## CERTIFICATION OF ELIGIBILITY


SE Loop  
Parcel: 13  
Displacee: Rhina Palazuelos

### Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- ☒ Citizens or Nationals of the United States  
or  
☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

  
\_\_\_\_\_  
Claimant

Date: 9-14-19

\_\_\_\_\_  
Claimant

Date:

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

\_\_\_\_\_  
Claimant

Date:

Aus-482

# AGREEMENT FOR DIRECT PAYMENT TO VENDOR

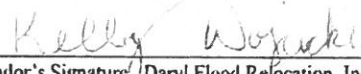
County: Williamson  
Highway: SE Loop  
Parcel: 13

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Daryl Flood Relocation Inc.** This agreement is void without a signed scope of work attached. Williamson County reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Rhina Palazuelos** understands anything not included in the attached scope of work must be pre-approved by Williamson County in order to ensure its eligibility for reimbursement. Vendor understands that Williamson County will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.

  
Displacee's Signature, Rhina Palazuelos

9/22/20  
Date

Rhina Palazuelos  
Displacee's Name (Printed), Rhina Palazuelos

  
Vendor's Signature, Daryl Flood Relocation, Inc.

9/10/2020  
Date

Kelly Wojcicki  
Vendor's Name (Printed), Daryl Flood Relocation, Inc.

Meghan Drone  
Williamson County Representative, Signature

9/22/2020  
Date

Meghan Drone  
Williamson County Representative, Name (Printed)

**Commissioners Court - Regular Session****86.****Meeting Date:** 10/20/2020

Relocation Claim

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on 2 Claims for Fixed Moving Expense Payments on the Southeast Loop project (Parcel 14). Funding Source: Road Bonds P463

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Alcorn Claim

Nesbit Claim

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**




10/15/2020 10:39 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:31 AM

Final Approval Date: 10/15/2020

# CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

|  |   |   |   |     |      |
|--|---|---|---|-----|------|
| 1. Name of Claimant(s):<br>Joseph Alcorn   | Parcel No.: 14  | County: Williamson  |   |     |      |
|  | Project: Corridor A-1 SE Loop   |   |   |     |      |
|  | 4. Occupancy of Property Acquired by County   |   |   |     |      |
|  | From (Date): 04-10-2018   |   | To (Date of Move): 08-22-2020   |     |      |
| 2. Address of Property Acquired by County:<br>101 Dana Drive<br>Hutto, Texas 78634<br><br>Apt. No.:  | 5. Controlling Dates  |   | Mo.   | Day | Yr.  |
|  | a. First Offer in Negotiations  |   | 04  | 17  | 2020 |
|  | b. Date Property Acquired   |   | 07  | 31  | 2020 |
|  | c. Date Required to Move  |   | 09  | 21  | 2020 |
| 3. Address Moved To:<br>125 Hawea Lane<br>Bastrop, Texas 78602<br><br>Apt. No.:  | 6. Dwelling:(house, apartment, etc.)  |   |   |     |      |
|  | <input type="checkbox"/> Owner-occupied<br><input checked="" type="checkbox"/> Tenant |   | <input type="checkbox"/> Furnished<br><input checked="" type="checkbox"/> Unfurnished |     |      |
| (1) Number of Rooms:   |   | 7   |   |     |      |
| (2) Payment Schedule Amount  |   | \$ 1750   |   |     |      |
| (3) Total Amount of Claim:   |   | \$ 1750   |   |     |      |
| 7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.<br><br><div style="display: flex; justify-content: space-between;"> <div>           10/13/2020<br/>           _____<br/>           Date of Claim         </div> <div>           Joseph Alcorn<br/>           _____<br/>           Claimant<br/><br/>           _____<br/>           Claimant         </div> </div>   |   |   |   |     |      |
| <b>Spaces Below to be Completed by County</b>  |   |   |   |     |      |
| 8. Type occupancy and number of rooms verified prior to move on:<br><br>Date: 2-10-2020<br>By: <br>Signature  |   | 9. Vacancy verified on:<br><br>Date: 9-29-2020<br>By: <br>Signature |   |     |      |
| I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.<br><br>This claim is recommended for payment. This claim is recommended for payment as follows:<br><br><div style="display: flex; justify-content: space-between;"> <div>           Amount of \$ 1,750.00<br/><br/>           10-14-2020<br/>           _____<br/>           Date         </div> <div> <br/>           _____<br/>           Relocation Agent         </div> </div> |   |   |   |     |      |
| APPROVED<br><br>_____<br>Date  |   |   |   |     |      |
| _____<br>Williamson County Judge   |   |   |   |     |      |

**Moving Expense Schedules A & B**

| <b>A. UNFURNISHED UNITS - Occupant owns furniture.</b>       |         |         |         |                      |                      |
|--|---------|---------|---------|----------------------|----------------------|
| No. of Rooms   | One     | Two     | Three   | Four                 | Five                 |
| Amount   | \$600   | \$800   | \$1,000 | \$1,200              | \$1,400              |
| No. of Rooms   | Six     | Seven   | Eight   | Each Additional Room | -                    |
| Amount   | \$1,600 | \$1,750 | \$1,900 | \$150                | -                    |
| <b>B. FURNISHED UNITS - Occupant does not own furniture.</b> |         |         |         |                      |                      |
| First Room   |         |         |         |                      | Each Additional Room |
| \$400  |         |         |         |                      | \$50                 |

## CERTIFICATION OF ELIGIBILITY

SE. Loop Hutto

Parcel: 14

Displacee: Joseph Alcorn

### Individuals, Families and Unincorporated Businesses or Farming Operations

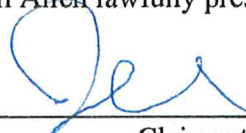
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

  
\_\_\_\_\_  
Claimant

Date:

2/10/20

\_\_\_\_\_  
Claimant

Date:

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

\_\_\_\_\_  
Claimant

Date:



# CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

|   |   |                    |   |        |     |      |
|---|---|--------------------|---|--------|-----|------|
| 1. Name of Claimant(s):<br>Andrew Nesbitt   | Parcel No.: 14  | County: Williamson |   |        |     |      |
|   | Project: Corridor A-1 SE Loop   |                    |   |        |     |      |
|   | 4. Occupancy of Property Acquired by County   |                    |   |        |     |      |
|   | From (Date): 04-10-2018   |                    | To (Date of Move): 08-22-2020   |        |     |      |
| 2. Address of Property Acquired by County:<br>101 Dana Drive<br>Hutto, Texas 78634<br><br>Apt. No.:   | 5. Controlling Dates  |                    |   | Mo.    | Day | Yr.  |
|   | a. First Offer in Negotiations  |                    |   | 04     | 17  | 2020 |
|   | b. Date Property Acquired   |                    |   | 07     | 31  | 2020 |
|   | c. Date Required to Move  |                    |   | 08     | 22  | 2020 |
|   | 6. Dwelling: (house, apartment, etc.)<br><br><input type="checkbox"/> Owner-occupied <input type="checkbox"/> Furnished<br><input checked="" type="checkbox"/> Tenant <input checked="" type="checkbox"/> Unfurnished |                    |   |        |     |      |
| 3. Address Moved To:<br>1200 E. Parmer Lane<br>Austin, Texas 78753<br><br>Apt. No.: 1004  | (1) Number of Rooms:  |                    |   | 1      |     |      |
|   | (2) Payment Schedule Amount   |                    |   | \$ 600 |     |      |
|   | (3) Total Amount of Claim:  |                    |   | \$ 600 |     |      |
| 7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct. |   |                    |   |        |     |      |
| <u>9/17/2020</u><br>Date of Claim   |   |                    | <u>Andrew Nesbitt</u><br>Claimant   |        |     |      |
| <div style="text-align: center;">Spaces Below to be Completed by County</div>   |   |                    |   |        |     |      |
| 8. Type occupancy and number of rooms verified prior to move on:<br><br>Date: <u>2-10-2020</u><br>By: <u>[Signature]</u>  |   |                    | 9. Vacancy verified on:<br><br>Date: <u>9-29-2020</u><br>By: <u>[Signature]</u> |        |     |      |
| I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.   |   |                    |   |        |     |      |
| This claim is recommended for payment. This claim is recommended for payment as follows:  |   |                    |   |        |     |      |
| <u>10-1-2020</u><br>Date  |   |                    | Amount of \$ <u>600</u><br><u>[Signature]</u><br>Relocation Agent               |        |     |      |
| APPROVED<br><br>_____<br>Date   |   |                    | _____<br>Williamson County Judge  |        |     |      |

Parcel 14  
SE Loop  
Andrew Nesbit

Bedroom 1

Tenant Roommate  
Just had furniture  
in one room

| Moving Expense Schedules A & B                        |         |                      |         |                      |
|---|---------|----------------------|---------|----------------------|
| A. UNFURNISHED UNITS - Occupant owns furniture.       |         |                      |         |                      |
| No. of Rooms  | One     | Two                  | Three   | Four                 |
| Amount  | \$600   | \$800                | \$1,000 | \$1,200              |
| No. of Rooms  | Six     | Seven                | Eight   | Each Additional Room |
| Amount  | \$1,600 | \$1,750              | \$1,900 | \$150                |
| B. FURNISHED UNITS - Occupant does not own furniture. |         |                      |         |                      |
| First Room  |         |                      |         |                      |
|   |         | Each Additional Room |         |                      |
| \$400   |         | \$50                 |         |                      |

## CERTIFICATION OF ELIGIBILITY


Project: Corridor A-1 SE Loop

Parcel: 14

Displacee: Andrew Nesbitt

### Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

 ☒ Citizens or Nationals of the United States  
or  
☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

Andrew Nesbitt  
Claimant

Date: Aug. 5, 2020

\_\_\_\_\_  
Claimant

Date:

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

\_\_\_\_\_  
Claimant

Date:

**Commissioners Court - Regular Session****87.****Meeting Date:** 10/20/2020

CR 366 Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Anton George Kroschewsky for right of way needed on the CR 366 project (Parcel 18). Funding Source: Road Bonds P296

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Kroschewsky contract

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:45 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:42 AM

Final Approval Date: 10/15/2020

**REAL ESTATE CONTRACT**  
**CR 366 Right of Way—Parcel 18**

THIS REAL ESTATE CONTRACT ("Contract") is made by **ANTON GEORGE KROSCHEWSKY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.0361 acre (1,574 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 18**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE THOUSAND EIGHTY and 00/100 Dollars (\$1,080.00).

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before October 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.



#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing, but shall be the continuing obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### **Notice**

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### **Texas Law to Apply**

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### **Parties Bound**

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### **Legal Construction**

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### **Prior Agreements Superseded**

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### **Time of Essence**

8.06. Time is of the essence in this Contract.

### **Gender**

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

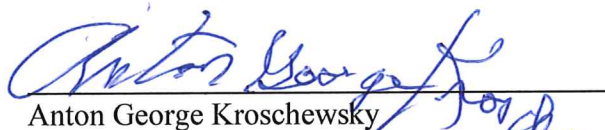
Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

  
Anton George Kroschewsky

Address: 3255 CR 366  
Taylor, Texas 78574

Date:

10/7/2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5  
August 27, 2020

### PROPERTY DESCRIPTION FOR PARCEL 18

**DESCRIPTION OF** a 1,574 square foot (0.0361 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of a 49.450 acre remainder of a called 49.476 acres conveyed to Anton George Kroschewsky by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 389, Official Records, Williamson County, Texas (O.R.W.C.T.); said 1,574 square foot (0.0361 of one acre) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod found at the southwest corner of said 49.450 acre remainder tract, being in the north line of that tract described as 0.53 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated April 20, 1951, as recorded in Volume 369, Page 514, Deed Records, Williamson County, Texas (D.R.W.C.T.) and the north margin of County Road 369 (CR 369, varying width);

**THENCE**, N 68°33'09" E, along the south line of said 49.450 acre remainder tract, with the north line of said 0.53 acre tract and the north margin of CR 369, a distance of 1,050.27 feet to a point at an angle point in the south line of said 49.450 acre remainder tract, being the west corner of that tract described as 0.026 acre conveyed to Williamson County by deed dated August 2, 2002, as recorded in Document No. 2002068519, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

**THENCE**, N 52°58'23" E, along the south line of said 49.450 acre remainder tract, with the north line of said 0.026 acre tract and the north margin of CR 369, a distance of 42.70 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 119.65 feet left of Engineer's Baseline Station 76+73.57, and having Surface Coordinates of North=10,195,054.12, East=3,204,442.73;

- 1) **THENCE**, N 12°18'32" E, along the proposed west right-of-way line of CR 366, across said 49.450 acre remainder tract, a distance of **89.84 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of Engineer's Baseline Station 77+49.34, being in the east line of said 49.450 acre remainder tract and in the west margin of County Road 366 (CR 366, varying width), from which a 1/2-inch iron rod found at the northeast corner of said 49.450 acre remainder tract and the southeast corner of that tract described as 100 acres conveyed to Pearl Lee Brinkmeyer by deed dated January 14, 1993, as recorded in Volume 2246, Page 903, O.R.W.C.T., being in the west margin of CR 366, bears N 21°30'25" W, a distance of 1,800.08 feet;

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5  
August 27, 2020

### PROPERTY DESCRIPTION FOR PARCEL 18

- 2) **THENCE, S 21°30'25" E**, along the east line of said 49.450 acre remainder tract, with the west margin of CR 366, a distance of **66.31** feet to a point at the southeast corner of said 49.450 acre remainder tract and the northeast corner of said 0.026 acre tract, being in the north margin of CR 369;

**THENCE**, along the south line of said 49.450 acre remainder tract, with the north line of said 0.026 acre tract and the north margin of CR 369, the following two (2) courses, numbered 3 through 4:

- 3) **S 68°29'35" W**, a distance of **20.00** feet to a point at an angle point, and  
4) **S 52°58'23" W**, a distance of **31.14** feet to the **POINT OF BEGINNING** and containing 1,574 square feet (0.0361 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

**EXHIBIT A**

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5  
August 27, 2020

**PROPERTY DESCRIPTION FOR PARCEL 18**

A parcel plat of even date was prepared in conjunction with this property description.

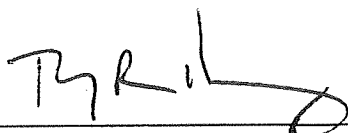
**STATE OF TEXAS**       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
**COUNTY OF TRAVIS**   §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 27th day of August, 2020 A.D.

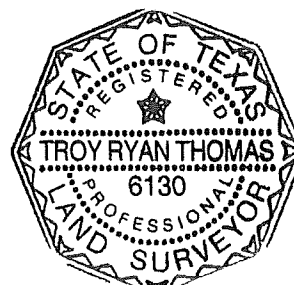
SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



8/27/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130  
2020/Descriptions/CR 366 Williamson County/Parcel 18



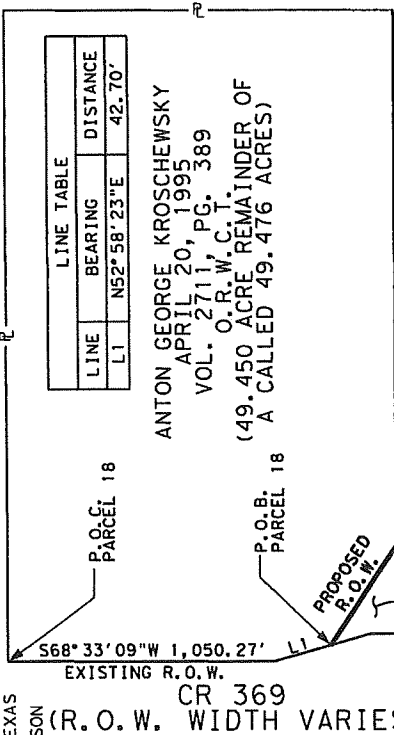


# LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION

(1)

## SAMUEL PHARASS SURVEY ABSTRACT NO. 496



W.J. BAKER SURVEY  
ABSTRACT NO. 65

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Mr. R. Thomas*

TROY R. THOMAS, REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6130

8/27/2020

DATE

### NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

### REVISIONS

| CALCULATED                     | ACQUISITION                | REMAINING LT                   |
|--------------------------------|----------------------------|--------------------------------|
| 49.450 AC.<br>2,154,042 SQ.FT. | 0.0361 AC.<br>1,574 SQ.FT. | 49.414 AC.<br>2,152,468 SQ.FT. |

MCGRAY & MCGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

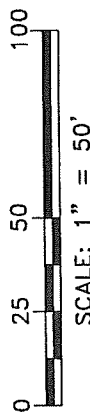
PARCEL PLAT SHOWING  
PROPOSED R.O.W. AT

PARCEL 18  
CR 366 - CARLOS G. PARKER BLVD.  
TO CHANDLER RD.  
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: N.T.S.

# SAMUEL PHARASS SURVEY ABSTRACT NO. 496

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S68°29'35"W   | 20.00'   |
| (L1)       | (N69°52'09"E) | (20.00') |
| L2         | S52°58'23"W   | 31.14'   |
| (L3)       | (N54°20'57"E) | (73.83') |



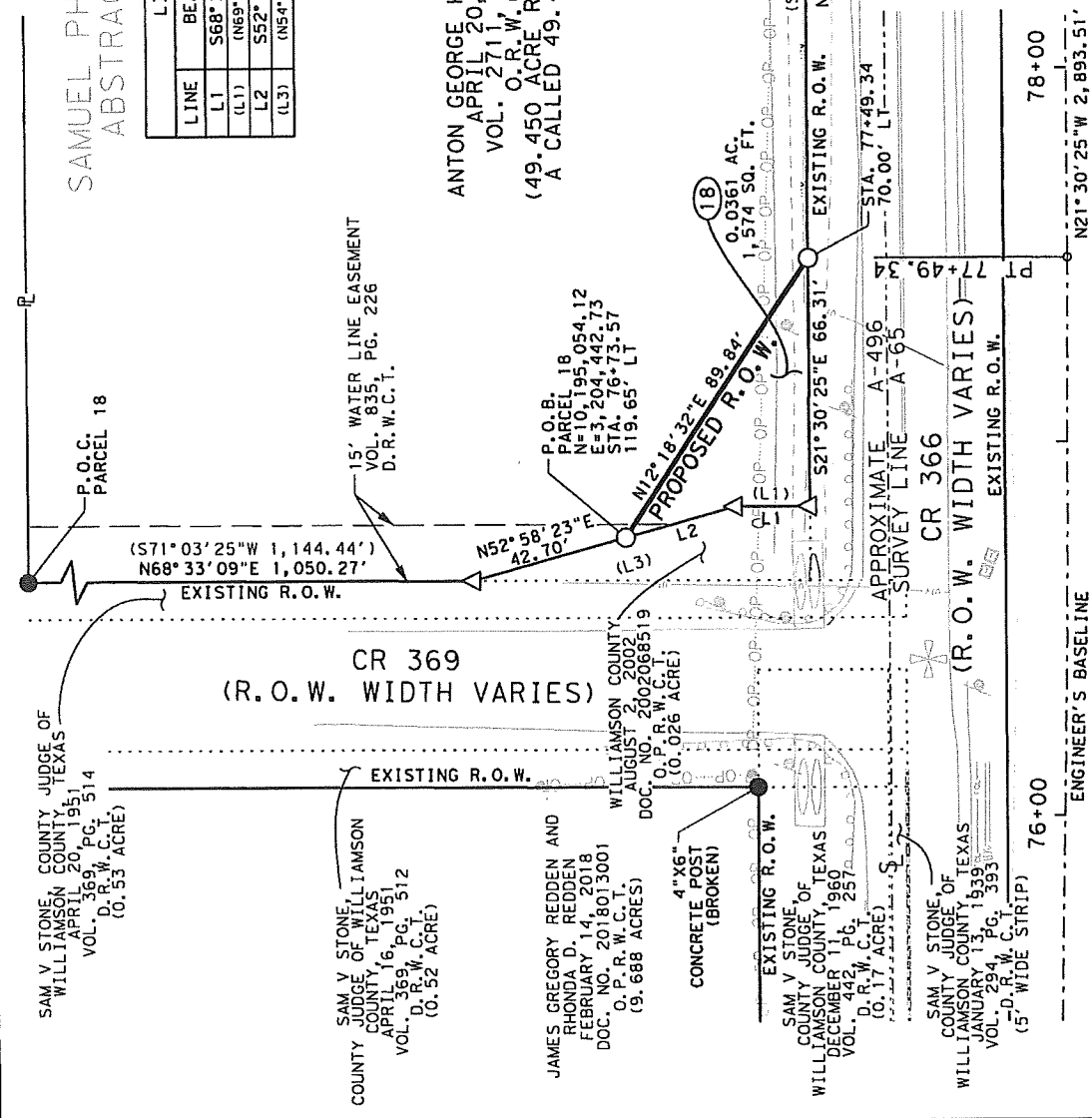
ANTON GEORGE KROSCHEWSKY  
APRIL 20, 1995  
VOL. 2711, PG. 389  
O.R.W.C.T.  
(49.450 ACRE REMAINDER OF  
A CALLED 49.476 ACRES)

PEARL LEE BRINKMEYER  
JANUARY 14, 1993  
VOL. 2246, PG. 903  
O.R.W.C.T.  
(100 ACRES)

McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591

PARCEL PLAT SHOWING  
PROPOSED R.O.W. AT  
PARCEL 18  
CR 366 - CARLOS G. PARKER BLVD.  
TO CHANDLER RD.  
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: 1"=50'



PAUL A. KROSCHEWSKY  
FEBRUARY 22, 2019  
DOC. NO. 2019014536  
O.P.R.W.C.T.  
(26.172 ACRES)

W.J. BAKER SURVEY  
ABSTRACT NO. 65

ENGINEER'S BASELINE CURVE DATA  
PI STATION = 1084.783183  
PT STATION = 1204.67818  
STA = 73.33 (LT)  
DEGREE OF CURVE = 5°54'04" (LT)  
TANGENT = 412.34'  
LENGTH = 823.95'  
RADIUS = 8000.09'  
CHORD BEARING = N18°33'23"W  
CHORD = 823.39'  
PC STATION = 77+43.34

# EXHIBIT "B"

Parcel 18

## DEED

County Road 366 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **ANTON GEORGE KROSCHEWSKY**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.0361 acre (1,574 Sq. Ft.) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 18**)

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

2.

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****88.****Meeting Date:** 10/20/2020

CR 366 Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with D&L Land Development, LLC for right of way needed on the CR 366 project (Parcel 7). Funding Source: Road Bonds P296

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

D&amp;L Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:47 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:44 AM

Final Approval Date: 10/15/2020

## **REAL ESTATE CONTRACT**

CR 366 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **D&L LAND DEVELOPMENT, LLC, a Texas Limited Liability Company** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 268,845 square foot (6.172acre) parcel of land consisting of two parts, out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7—Parts 1-2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and replacement of fencing or any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FOUR HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED TEN and 00/100 Dollars (\$466,110.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.



**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before November 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas or the State of Texas as requested in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### **Notice**

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### **Texas Law to Apply**

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### **Parties Bound**

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### **Legal Construction**

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### **Prior Agreements Superseded**

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### **Time of Essence**

8.06. Time is of the essence in this Contract.

### **Gender**

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

D&L LAND DEVELOPMENT, LLC,  
a Texas Limited Liability Company

By: Dinh Truong

Name: Dinh Truong

Its: Managing member

Address: 2950 Joe DiMaggio Blvd  
Round Rock Tx 78665

Date: 10/7/2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravel, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

**DESCRIPTION OF** a 268,845 square foot (6.172 acres) parcel of land consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 268,845 square foot (6.172 acres) parcel of land being more particularly described in two parts by metes and bounds as follows:

#### PART 1

**COMMENCING** at a TxDOT Type I Monument found in the existing south right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide) and the south line of that tract described as 4.581 acres conveyed to the State of Texas by deed dated August 14, 1979, as recorded in Volume 766, Page 782, Deed Records, Williamson County, Texas (D.R.W.C.T.), for the beginning of a curve to the left, from which a 1/2-inch iron rod with a "BTS RPLS 4249" cap found in the east line of said 50.29 acres (save and except 4.581 acres) tract and the existing south right-of-way line of Carlos G. Parker Blvd., being the southeast corner of said 4.581 acre State of Texas tract and the southwest corner of that tract described as 1.559 acres conveyed to the State of Texas by deed dated December 15, 1980, as recorded in Volume 830, Page 624, D.R.W.C.T., and being a corner in the north line of a remaining portion of a called 88.167 acres conveyed to Weinritter Realty, LP by deed dated March 3, 2009, as recorded in Document No. 2009013705, O.P.R.W.C.T., bears N 64°41'47" E, along the south right-of-way line of Carlos G. Parker Blvd., with the south line of said 4.581 acre State of Texas tract, a distance of 941.52 feet;

**THENCE**, with said curve to the left, along the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, an arc distance of 43.21 feet, through a central angle of 02°16'48", having a radius of 1,085.92 feet, and a chord bearing S 63°33'36" W, a chord distance of 43.21 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed south right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd.), for the **POINT OF BEGINNING**, 90.20 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 130+46.04, and having Surface Coordinates of North=10,192,215.39, East=3,206,718.77;



## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

**THENCE**, along the proposed south right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following two (2) courses, numbered 1 through 2:

- 1) **S 20°02'55" E**, a distance of **19.80 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 130+46.04, and
- 2) **S 70°22'40" W**, a distance of **104.36 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 129+43.31, being in the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, also being on a curve to the right;
- 3) **THENCE**, with said curve to the right, along the existing south right-of-way line of Carlos G. Parker Blvd. and the south line of said 4.581 acre State of Texas tract, an arc distance of **106.12 feet**, through a central angle of **05°35'57"**, having a radius of **1,085.92 feet**, and a chord bearing **N 59°37'13" E**, a chord distance of **106.08 feet** to the **POINT OF BEGINNING** and containing 1,125 square feet (0.0258 of one acre) of land, more or less.

### PART 2

**COMMENCING** at a 1/2-inch iron rod found at the northwest corner of said 50.29 acres (save and except 4.581 acres) tract and the southwest corner of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), being in the east margin of County Road 366 (CR 366, varying width);

**THENCE**, **S 21°42'37" E**, along the west line of said 50.29 acres (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 571.32 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed north right-of-way line of Carlos G. Parker Blvd., for the **POINT OF BEGINNING**, 223.49 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 120+61.95 and 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25, and having Surface Coordinates of North=10,192,184.11, East=3,205,682.22;

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

**THENCE**, along the proposed north right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following eight (8) courses, numbered 1 through 8:

- 1) **S 65°49'00" E**, a distance of **76.50 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 121+16.65 and 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55,
- 2) **N 69°49'25" E**, a distance of **141.64 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 122+58.29, for the beginning of a curve to the right;
- 3) with said curve to the right, an arc distance of **157.85 feet**, though a central angle of **01°16'45"**, having a radius of **7,070.00 feet**, and a chord bearing **N 70°27'48" E**, a chord distance of **157.85 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 124+12.35,
- 4) **N 71°06'11" E**, a distance of **455.52 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 128+67.87,
- 5) **S 18°53'49" E**, a distance of **80.00 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 128+67.87,
- 6) **N 71°06'11" E**, a distance of **39.48 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 129+07.35, for the beginning of a curve to the left,
- 7) with said curve to the left, an arc distance of **761.05 feet**, though a central angle of **06°24'11"**, having a radius of **6,810.00 feet**, and a chord bearing **N 67°54'05" E**, a chord distance of **760.65 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 136+78.45, and

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 4 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

- 8) **N 64°42'00 E**, a distance of **352.05 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 90.00 feet left of Carlos G. Parker Blvd. Engineer's Baseline Station 140+30.50, being in the east line of said 50.29 acres (save and except 4.581 acres) tract, also being in the west line of that tract described as Tract 24 conveyed to T W Ford, LP, by Special Warranty Deed dated December 12, 2016, as recorded in Document No. 2017010899, O.P.R.W.C.T., said Tract 24 being further described as 1.00 acre in Document No. 2002042842, O.P.R.W.C.T., from which a 5/8-inch iron rod found at the northeast corner of said 50.29 acres (save and except 4.581 acres) tract bears **N 21°59'30" W**, passing at a distance of 232.71 feet along the east line of said 50.29 acres (save and except 4.581 acres) tract, with the west line of said 1.00 acre tract, a point at the northwest corner of said 1.00 acre tract, continuing along the east line of said 50.29 acres (save and except 4.581 acres) tract a distance of 475.23 feet for a total distance of 707.94 feet;
- 9) **THENCE, S 21°59'30" E**, along the east line of said 50.29 acres (save and except 4.581 acres) tract, with the west line of said 1.00 acre tract, passing at a distance of 28.52 feet a 3/8-inch iron rod found, continuing a distance of 1.53 feet for a total distance of 30.05 feet to a point being in the existing north right-of-way line of Carlos G. Parker Blvd., also being the southwest corner of said 1.00 acre tract, the northeast corner of said 4.581 acre State of Texas tract, and the northwest corner of said 1.559 acre State of Texas tract;
- THENCE**, along the existing north right-of-way line of Carlos G. Parker Blvd., with the north line of said 4.581 acre State of Texas tract, the following two (2) courses, numbered 10 through 11:
- 10) **S 64°42'00" W**, a distance of **946.90 feet** to a TxDOT Type I Monument found (leaning), for the beginning of a curve to the left, and
- 11) with said curve to the left, an arc distance of **480.66 feet**, though a central angle of **22°50'13"**, having a radius of **1,205.92 feet**, and a chord bearing **S 53°16'53" W**, a chord distance of **477.48 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed south right-of-way line of Carlos G. Parker Blvd., 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 126+22.72;

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 5 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

**THENCE**, along the proposed south right-of-way line of Carlos G. Parker Blvd., across said 50.29 acres (save and except 4.581 acres) tract, the following five (5) courses, numbered 12 through 16:

- 12) **S 71°06'11" W**, a distance of **210.38 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 124+12.35, for the beginning of a curve to the left,
- 13) with said curve to the left, an arc distance of **151.60 feet**, though a central angle of **01°16'45"**, having a radius of **6,790.00 feet**, and a chord bearing **S 70°27'48" W**, a chord distance of **151.60 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 122+58.29,
- 14) **S 69°49'25" W**, a distance of **125.79 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 110.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 121+32.50 and 129.99 feet right of CR 366 Engineer's Baseline Station 42+12.26,
- 15) **S 24°10'22" W**, a distance of **41.95 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 140.00 feet right of Carlos G. Parker Blvd. Engineer's Baseline Station 121+03.17 and 100.00 feet right of CR 366 Engineer's Baseline Station 41+82.93, and
- 16) **S 21°27'49" E**, a distance of **188.41 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52, being in the south line of said 50.29 acres (save and except 4.581 acres) tract and the north line of that tract described as 0.53 acre conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, O.P.R.W.C.T.;

## EXHIBIT A

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 6 of 11  
August 13, 2020

### PROPERTY DESCRIPTION FOR PARCEL 7

- 17) **THENCE, S 68°17'07" W**, along the south line of said 50.29 acres (save and except 4.581 acres) tract, with the north line of said 0.53 acre tract, a distance of **30.67 feet** to a TxDOT Type I Monument found (leaning) at the southwest corner of said 50.29 acres (save and except 4.581 acres) tract, being the northwest corner of said 0.53 acre tract and the northwest corner of that tract described as 2.076 acres conveyed to the State of Texas by deed, as recorded in Volume 830, Page 624, D.R.W.C.T., also being in the east margin of CR 366;
- 18) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acres (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of **552.87 feet** to the **POINT OF BEGINNING** and containing 267,720 square feet (6.146 acres) of land, more or less.

Part 1 1,125 square feet (0.0258 of one acre)

Part 2 267,720 square feet (6.146 acres)

**Total 268,845 square feet (6.172 acres)**

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

**EXHIBIT A**

County: Williamson  
Highway: County Road 366  
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 7 of 11  
August 13, 2020

**PROPERTY DESCRIPTION FOR PARCEL 7**

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of August, 2020 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



   
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130  
2020/Descriptions/CR 366 Williamson County/Parcel 7

# LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION

(XXX)

P.O.B.

P.O.C.

R.O.W.

N.T.S.

B.L.

D.R.W.C.T.

O.R.W.C.T.

O.P.R.W.C.T.

P.R.W.C.T.

(1)

CR 366

(R.O.W. WIDTH VARIES)

P.O.B.

S21°42'37"E 571.32'

P.O.C.

7

PART 2

6.146 AC.

267,720 SQ. FT.

PROPOSED R.O.W.

D&L LAND DEVELOPMENT, LLC

FEBRUARY 6, 2019

DOC. NO. 2019009739

O.P.R.W.C.T.

(50.29 ACRES)

SAVE & EXCEPT 4.581 ACRES)

PROPOSED R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

## NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

## REVISIONS

### TOTAL OF PART 1 AND PART 2

| CALCULATED                       | ACQUISITION                    | REMAINING                        |
|----------------------------------|--------------------------------|----------------------------------|
| 45.71 AC.<br>(1,991,084 SQ. FT.) | 6.172 AC.<br>(268,845 SQ. FT.) | 39.54 AC.<br>(1,722,239 SQ. FT.) |

**MCGRAY & MCGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 7

CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: N.T.S

PROPERTY INSET  
 NOT TO SCALE



W. J. BAKER SURVEY  
 ABSTRACT NO. 65

| CURVE | LENGTH | RADIUS    | DELTA       | CHORD BEARING | CHORD  |
|-------|--------|-----------|-------------|---------------|--------|
| C1    | 43.21' | 1,085.92' | 02°16'48"LT | S63°33'36"W   | 43.21' |

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

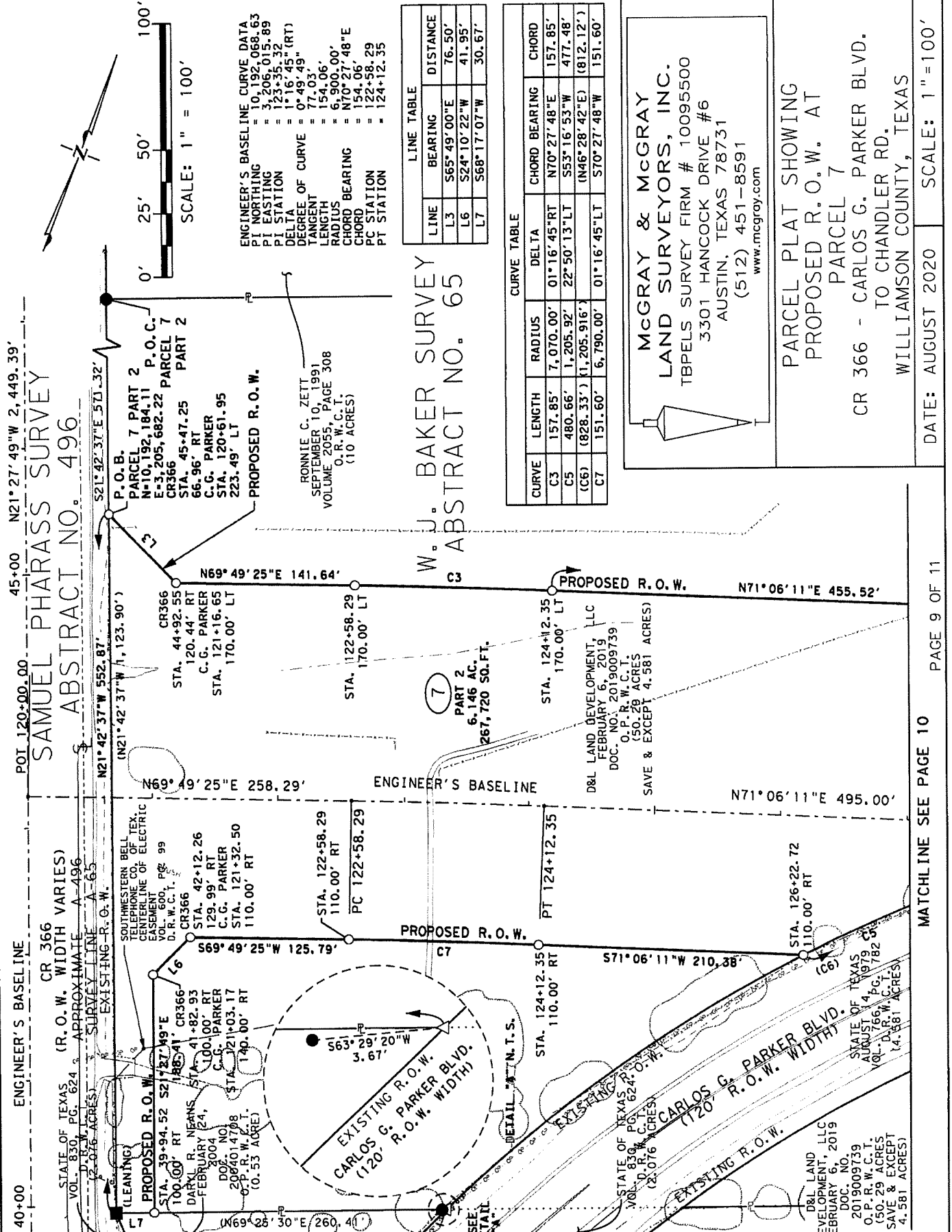
*meilo*

8/13/2020

DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6130





**SAMUEL PHARRAS SURVEY**  
**ABSTRACT NO. 496**

**W.J. BAKER SURVEY**  
**ABSTRACT NO. 65**

STATE OF TEXAS  
VOL. 830, PG. 624  
APPROXIMATE  
SURVEY LINE A-496  
12.016 ACRES  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
POT 120+00.00

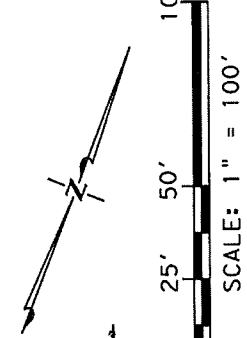
PROPOSED R.O.W.  
STA. 39+94.52 S21°27'49"E  
100.00' RT  
DARL R. NEARS  
FEBRUARY 6, 2019  
O.P.R.W.C.T.  
VOL. 830, PG. 624  
12.016 ACRES  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
POT 120+00.00

PROPOSED R.O.W.  
STA. 122+58.29  
110.00' RT  
PC 122+58.29  
STA. 122+58.29  
170.00' LT  
C3  
N69°49'25"E 141.64'  
N71°06'11"E 455.52'

PROPOSED R.O.W.  
STA. 124+12.35  
170.00' LT  
PT 124+12.35  
STA. 124+12.35  
170.00' LT  
D&L LAND DEVELOPMENT, LLC  
FEBRUARY 6, 2019  
O.P.R.W.C.T.  
VOL. 830, PG. 624  
12.016 ACRES  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
POT 120+00.00

PROPOSED R.O.W.  
STA. 126+22.72  
110.00' RT  
STA. 126+22.72  
110.00' RT  
D&L LAND DEVELOPMENT, LLC  
FEBRUARY 6, 2019  
O.P.R.W.C.T.  
VOL. 830, PG. 624  
12.016 ACRES  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
POT 120+00.00

PROPOSED R.O.W.  
STA. 126+22.72  
110.00' RT  
STA. 126+22.72  
110.00' RT  
D&L LAND DEVELOPMENT, LLC  
FEBRUARY 6, 2019  
O.P.R.W.C.T.  
VOL. 830, PG. 624  
12.016 ACRES  
EXISTING R.O.W.  
CR 366  
(R.O.W. WIDTH VARIES)  
POT 120+00.00



ENGINEER'S BASELINE CURVE DATA  
PT NORTHING = 10,192,068.63  
PT EASTING = 3,206,015.89  
PT STATION = 123+35.32  
DELTA = 1°16'45" (RT)  
DEGREE OF CURVE = 0°48'49"  
TANGENT = 77.03'  
LENGTH = 154.06'  
RADIUS = 6,500.00'  
CHORD BEARING = N70°27'48"E  
CHORD = 154.06'  
PC STATION = 122+58.29  
PT STATION = 124+12.35

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L3   | S65°49'00"E | 76.50'   |
| L6   | S24°10'22"W | 41.95'   |
| L7   | S68°17'07"W | 30.67'   |

| CURVE | LENGTH    | RADIUS       | DELTA         | CHORD BEARING | CHORD     |
|-------|-----------|--------------|---------------|---------------|-----------|
| C3    | 157.85'   | 7,070.00'    | 01°16'45"RT   | N70°27'48"E   | 157.85'   |
| C5    | 480.66'   | 1,205.92'    | 22°50'13"LT   | S53°16'53"W   | 477.48'   |
| (C6)  | (828.33') | (1,205.916') | (N46°28'42"E) | (N46°28'42"E) | (812.12') |
| C7    | 151.60'   | 6,790.00'    | 01°16'45"LT   | S70°27'48"W   | 151.60'   |

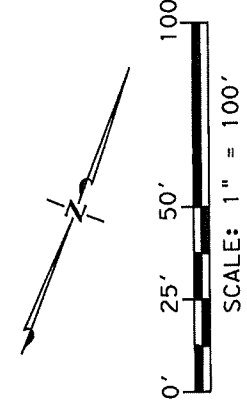
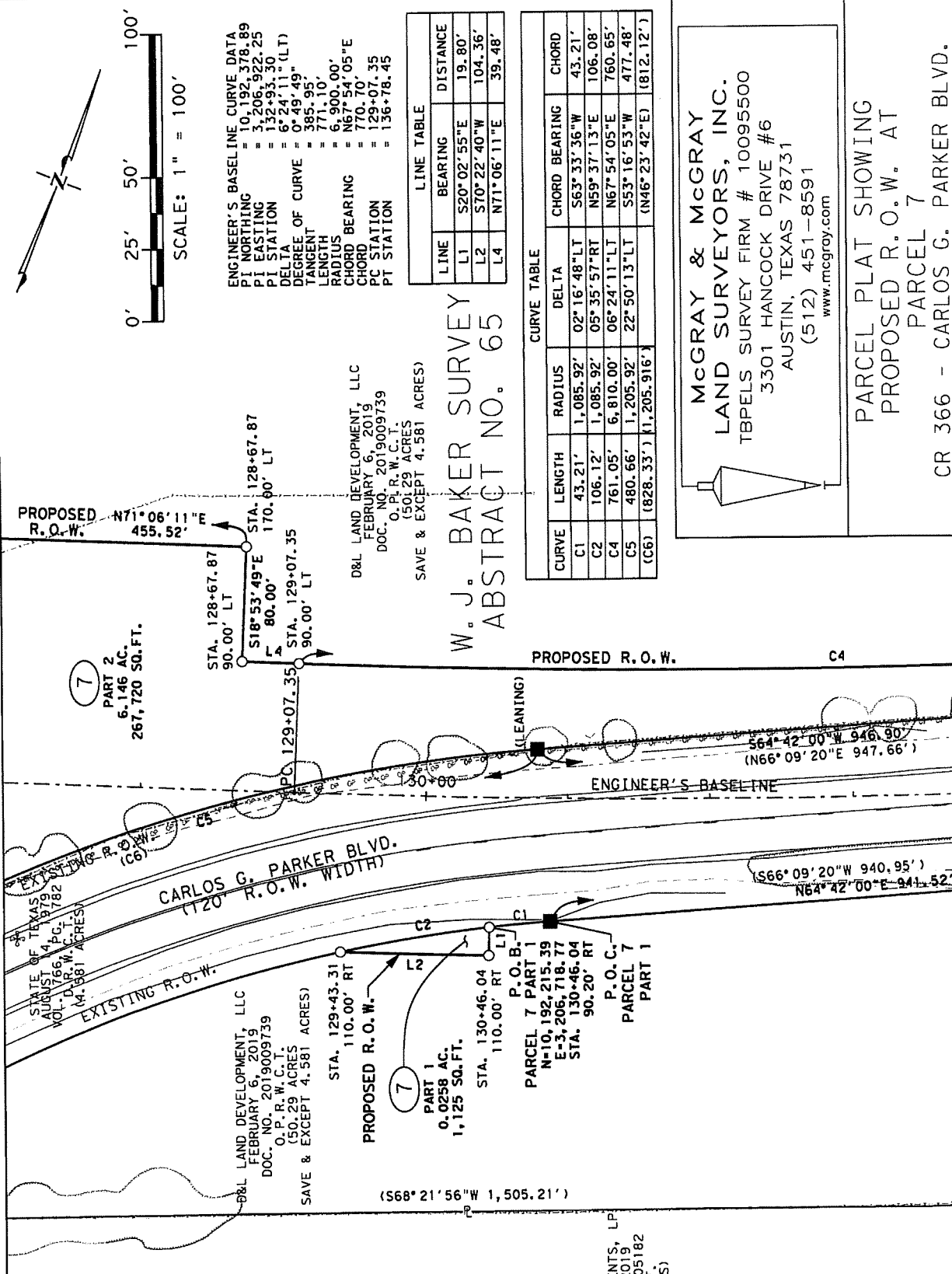
**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
www.mcgray.com

**PARCEL PLAT SHOWING**  
**PROPOSED R.O.W. AT**  
**PARCEL 7**  
**CR 366 - CARLOS G. PARKER BLVD.**  
**TO CHANDLER RD.**  
**WILLIAMSON COUNTY, TEXAS**

DATE: AUGUST 2020 SCALE: 1"=100'

MATCHLINE SEE PAGE 9

MATCHLINE SEE PAGE 11



ENGINEER'S BASELINE CURVE DATA  
 PT NORTHING = 10,192.378.89  
 PT EASTING = 3,206.922.25  
 PT STATION = 132+93.30  
 DELTA = 6°24'11\"/>

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S20°02'55"E | 19.80'   |
| L2         | S70°22'40"W | 104.36'  |
| L4         | N71°06'11"E | 39.48'   |

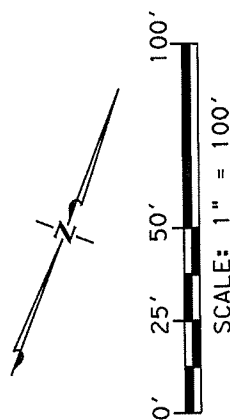
| CURVE TABLE |           |              |                |                  |           |
|-------------|-----------|--------------|----------------|------------------|-----------|
| CURVE       | LENGTH    | RADIUS       | DELTA          | CHORD BEARING    | CHORD     |
| C1          | 43.21'    | 1,085.92'    | 02° 35' 48" RT | S63° 33' 36" W   | 43.21'    |
| C2          | 106.12'   | 1,085.92'    | 05° 35' 47" RT | S59° 37' 13" E   | 106.08'   |
| C4          | 761.05'   | 6,810.00'    | 06° 24' 11" LT | N67° 54' 05" E   | 760.65'   |
| C5          | 480.66'   | 1,205.92'    | 22° 50' 13" LT | S53° 16' 53" W   | 477.48'   |
| (C6)        | (828.33') | (1,205.916') |                | (N46° 23' 42" E) | (812.12') |

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
[www.mcgray.com](http://www.mcgray.com)

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 7  
 CR 366 - CARLOS G. PARKER BLVD.  
 TO CHANDLER RD.  
 WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: 1"=100'

MATCHLINE SEE PAGE 10



W. J. BAKER SURVEY  
ABSTRACT NO. 65  
PART 2  
6.146 AC.  
267,720 SQ. FT.

D&L LAND DEVELOPMENT, LLC  
FEBRUARY 6, 2019  
DOC. NO. 2019009739  
O.P.R.W.C.T.  
(50.29 ACRES)  
SAVE & EXCEPT 4.581 ACRES)

STATE OF TEXAS  
AUGUST 14, 1979  
VOL. 766, PG. 782  
D.R.W.C.T.  
(4.581 ACRES)

D&L LAND DEVELOPMENT, LLC  
FEBRUARY 6, 2019  
DOC. NO. 2019009739  
O.P.R.W.C.T.  
(50.29 ACRES)  
SAVE & EXCEPT 4.581 ACRES)

ENGINEER'S BASELINE  
CARLOS G. PARKER BLVD.  
(120' R.O.W. WIDTH)

C4 PROPOSED R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

(S68° 21' 56" W 1,505.21')

PT 136+78.45  
STA. 136+78.45  
90.00' LT

STATE OF TEXAS  
R.O.W. EASEMENT  
VOL. 766, PG. 785  
D.R.W.C.T.  
(0.199 ACRES)

S64° 42' 00" W 946.90'  
(N66° 09' 20" E 947.66')

N64° 42' 00" E 2,729.74'

(S66° 09' 20" W 540.95')  
N64° 42' 00" E 941.52'

STATE OF TEXAS  
R.O.W. EASEMENT  
VOL. 766, PG. 785  
D.R.W.C.T.  
(0.298 ACRES)

T W FORD, LP  
DECEMBER 12, 2016  
DOC. NO. 2017010899  
O.P.R.W.C.T.  
(TRACT 24)  
FURTHER DESCRIBED AS  
1.00 ACRE  
IN DOCUMENT NO.  
2002042842  
O.P.R.W.C.T.

(S22° 02' 10" E 736.41')  
N21° 59' 30" W 707.94'  
5/8"  
475.23'  
STA. 140+30.50  
90.00' LT

STATE OF TEXAS  
DECEMBER 12, 2016  
VOL. 766, PG. 782  
D.R.W.C.T.  
(1.559 ACRES)

1/2" W/  
"BTS" RPLS  
WEINRITTER REALTY, LP 4249  
MARCH 3, 2009  
DOC. NO. 2009013705  
O.P.R.W.C.T.  
(REMAINDER OF A CALLED 88.167 AC.)

564° 42' 00" W 946.90' EXISTING  
(N66° 09' 20" E 947.66') R.O.W.  
CARLOS G. PARKER BLVD.  
(120' R.O.W. WIDTH)

7  
PART 2  
6.146 AC.  
267,720 SQ. FT.

1.53' 3/8" 28.52'

DETAIL "B" N.T.S.

ENGINEER'S BASELINE CURVE DATA  
PI NORTHING = 10,192.378.89  
PI EASTING = 3,206,922.25  
PI STATION = 132+93.30  
DELTA = 6° 24' 11" (LT)  
DEGREE OF CURVE = 0° 49' 49"  
TANGENT = 385.95'  
LENGTH = 771.10'  
RADIUS = 6,900.00'  
CHORD BEARING = N67° 54' 05" E  
CHORD = 770.70'  
PC STATION = 129+07.35  
PT STATION = 136+78.45

| LINE TABLE |                |          |
|------------|----------------|----------|
| LINE       | BEARING        | DISTANCE |
| L5         | S21° 59' 30" E | 30.05'   |

| CURVE TABLE |         |           |                |
|-------------|---------|-----------|----------------|
| CURVE       | LENGTH  | RADIUS    | DELTA          |
| C4          | 761.05' | 6,810.00' | 06° 24' 11" LT |
|             |         |           | CHORD BEARING  |
|             |         |           | N67° 54' 05" E |
|             |         |           | CHORD          |
|             |         |           | 760.65'        |

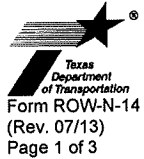
McGRAY & McGRAY  
LAND SURVEYORS, INC.  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
www.mcgray.com

PARCEL PLAT SHOWING  
PROPOSED R.O.W. AT  
PARCEL 7  
CR 366 - CARLOS G. PARKER BLVD.  
TO CHANDLER RD.  
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2020 SCALE: 1" = 100'

# EXHIBIT "B"

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



## DEED

CR366/FM 397 Intersection Right of Way

**TxDOT ROW CSJ:** 0320-04-028

**Parcel No.:** 7

**Grantor(s), whether one or more:**

D&L Land Development, LLC, a Texas Limited Liability Company

**Grantor's Mailing Address (including county):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ County

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County

**Consideration:**

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

**GRANTOR:**

D&L Land Development, LLC,  
a Texas Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

---

---

Acknowledgement

State of Texas

County of

This instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_ by \_\_\_\_\_, in the capacity and for the purposes and consideration recited  
herein.

\_\_\_\_\_  
Notary Public—State of Texas

**Commissioners Court - Regular Session****89.****Meeting Date:** 10/20/2020

Sam Bass Rd. Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Edward B. and Rebecca R. Roha for right of way needed on the Sam Bass Road project (Parcel 16). Funding Source: Road Bonds P462

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Roha Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:48 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:45 AM

Final Approval Date: 10/15/2020



## **REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road Right of Way—Parcel 16

THIS REAL ESTATE CONTRACT ("Contract") is made by EDWARD B. AND REBECCA R. ROHA (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

0.084 acre (3,667 sq. ft.) tract of land, more or less, out of the J.H.DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas, being a portion of Lot 3, BRUSHY BEND PARK, SECTION II, PHASE II, according to the map or plat thereof recorded in Cabinet C, Slide 123, Plat Records, Williamson County, Texas, said portion of Lot 3 described as a 2.22 acre tract of land in a deed to Edward B. Roha and wife, Rebecca R. Roha recorded in Document No. 2013003444, Official Public Records, Williamson County, Texas; said 0.084 acre (3,667 sq. ft.) parcel to be more particularly described by metes and bounds in Exhibit "A" to be attached (**Parcel 16**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before November 17, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

Edward Roha

Edward Roha (Oct 12, 2020 12:08 CDT)

EDWARD B. ROHA

Date: 10/12/2020

Address: 4709 Sam Bass Rd  
Round Rock, TX 78681

Rebecca Roha

Rebecca Roha (Oct 12, 2020 12:10 CDT)

REBECCA R. ROHA

Date: 10/12/2020

Address: \_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



EXHIBIT "A"

County: Williamson  
Parcel No.: 16  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4  
April 23, 2020

**PROPERTY DESCRIPTION FOR PARCEL 16**

DESCRIPTION OF A 0.084 ACRE (3,667 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.22 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO EDWARD B. ROHA AND WIFE, REBECCA R. ROHA, RECORDED JANUARY 10, 2013 IN DOCUMENT NO. 2013003444, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.084 ACRE (3,667 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found 639.72 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 282+77.19, for the southeast corner of a called 2.37 acre tract of land, described as Tract II in a deed to Pleona May, recorded in Volume 867, Page 337, Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the southwest corner of said 2.22 acre tract;

**THENCE** N 04°25'47" W, with the common line of said 2.37 acre tract and said 2.22 acre tract, a distance of 617.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,314.78, E=3,108,229.27) set 22.00 feet right of Sam Bass Road E.C.S 282+81.72 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 04°25'47" W, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said 2.37 acre tract and said 2.22 acre tract, crossing at a distance of 8.03 feet the south line of a 25-foot wide Easement for Future Road Improvements shown on the Brushy Bend Park subdivision plat, recorded in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), and continuing for a total distance of 32.81 feet to a calculated point on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said 2.37 acre tract, same being the northwest corner of said 2.22 acre tract and the parcel described herein;

2) **THENCE** S 88°45'42" E, departing the common line of said 2.37 acre tract and said 2.22 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 147.43 feet to a 5/8-inch iron rod found, for the northwest corner of a called 2.28 acre tract of land, described in a deed to A.C. Hartmann and wife, Lorraine Hartmann, recorded in Volume 916, Page 805, D.R.W.C.TX., same being the northeast corner of said 2.22 acre tract and the parcel described herein, from which a 5/8-inch iron rod found, for the northeast corner of said 2.28 acre tract bears S 85°48'01" E, a distance of 152.24 feet;

3) **THENCE** S 04°28'14" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.28 acre tract and said 2.22 acre tract, a distance of 17.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.00 feet right of Sam Bass Road E.C.S 284+28.44 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

## EXHIBIT "A"

County: Williamson  
Parcel No.: 16  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4  
April 23, 2020

4) **THENCE** S 85°09'00" W, departing the common line of said 2.22 acre tract and said 2.28 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.22 acre tract, crossing at a distance of 71.35 feet the south line of said 25-foot wide Easement for Future Road Improvements, and continuing for a total distance of 146.72 feet to the **POINT OF BEGINNING**, and containing 0.084 acre (3,667 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

[illegible]

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**



Scott C. Brashear 4/24/20

---

Scott C. Brashear Date  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

(VARIABLE WIDTH R.O.W.)  
(NO RECORD INFORMATION FOUND)

0.077 AC.  
25' EASEMENT FOR FUTURE  
ROADWAY IMPROVEMENTS  
CABINET C, SLIDE 123  
P.R.W.C.T.X.

C.R. 175 (SAM BASS RD)  
285+00  
ENGINEER'S CENTERLINE  
SAM BASS ROAD

EXISTING ROW

L2

(L2)

(L2)

(L2)

(L3)

(L3)

(L3)

(L3)

(L3)

282+00

N85°09'00"E 661.45'

P.O.B.

N=10,170,314.78

E=3,108,229.27

282+81.72

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

PROPOSED ROW

16 (0.084 AC.)

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

10' P.U.E. & B.L.

284+28.44

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

284+28.44

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

284+28.44

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

22.00' RT

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE, AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007156, EFFECTIVE DATE FEBRUARY 27, 2020, AND ISSUED DATE MARCH 6, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

\* AREA CALCULATED BY SAM, LLC.

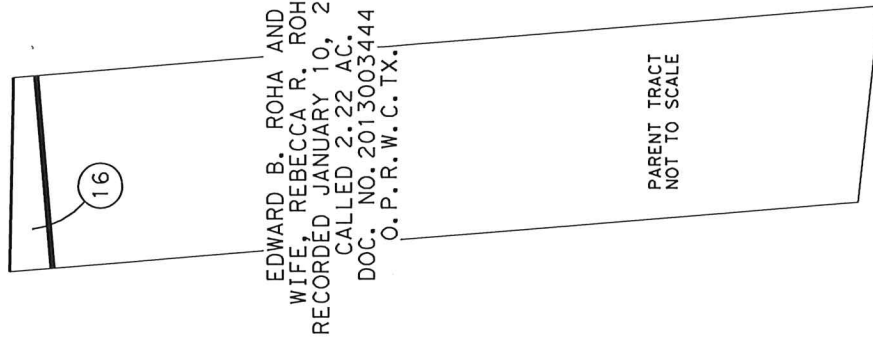
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

4/24/20

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE



| EXISTING  | 2.22 AC. | ACQUIRE | 0.084 AC. | REMAINING | 2.136 AC. | RIGHT |
|---|----------|---------|-----------|-----------|-----------|-------|
| RIGHT-OF-WAY SKETCH<br>SHOWING PROPERTY OF<br>EDWARD B. ROHA AND<br>WIFE, REBECCA R. ROHA<br>PARCEL 16<br>0.084 AC. (3,667 SQ. FT.)                       |          |         |           |           |           |       |
| 4801 Southwest Parkway<br>Building Two, Suite 100<br>Austin, Texas 78735<br>(512) 447-0575<br>Fax: (512) 326-3029<br>Texas Firm Registration No. 10064300 |          |         |           |           |           |       |



**DEED**  
Corridor H/Sam Bass Road Right of Way

**THE STATE OF TEXAS**  
  
**COUNTY OF WILLIAMSON**

§  
§  
§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **EDWARD B. ROHA and REBECCA R. ROHA** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.084 acre (3,667 sq. Ft.) Parcel of land located in the J. H. Dillard Survey, abstract 179, Williamson county, Texas, being a portion of a called 2.22 acre Tract of land, described in a deed to Edward b. Roha and wife, Rebecca r. Roha, Recorded January 10, 2013 in document no. 2013003444, official public records of Williamson county, Texas (O.P.R.W.C.TX.); said 0.084 acre (3,667 sq. Ft.) Parcel 16 being more particularly described by metes and bounds on Exhibit A attached hereto.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

*[signature pages follow]*

**GRANTORS:**

\_\_\_\_\_  
Edward B. Roha

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2020 by Edward B. Roha in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTORS:**

\_\_\_\_\_  
Rebecca R. Roha

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2020 by Rebecca R. Roha in the capacity and for the purposes and consideration recited  
therein.

\_\_\_\_\_  
Notary Public, State of Texas



**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****90.****Meeting Date:** 10/20/2020

Sam Bass Rd. Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Marilyn C. LeBlanc a/k/a Marilyn Carlson LeBlanc for right of way needed on the Sam Bass Road project (Parcel 11). Funding Source: Road Bonds P462

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

LeBlanc Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:52 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:47 AM

Final Approval Date: 10/15/2020

## **REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by MARILYN C. LEBLANC a/k/a MARILYN CARLSON LEBLANC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

0.063 acre (2,740 sq. ft.) tract of land, more or less, out of the J.H.DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas, being a portion of Lot 1, BRUSHY BEND PARK, SECTION II, PHASE II, according to the map or plat thereof recorded in Cabinet C, Slide 123, Plat Records, Williamson County, described as 3.34 acre tract of land in a deed to Marilyn Carlson LeBlanc recorded in Document No. 2016046528, Official Public Records, Williamson County, Texas; said 0.063 acre (2,740 sq. ft.) parcel to be more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 11)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SEVEN THOUSAND TEN and 00/100 Dollars (\$7,010.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before September 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.



Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

  
Marilyn C LeBlanc (Oct 12, 2020 11:57 CDT)  
Marilyn C. LeBlanc A/K/A Marilyn Carlson LeBlanc

Address: 4717 Sam Bass Rd  
Round Rock, Tx 78681

Oct 12, 2020  
Date: \_\_\_\_\_

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT "A"

County: Williamson  
Parcel No.: 11  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4  
April 23, 2020

**PROPERTY DESCRIPTION FOR PARCEL 11**

DESCRIPTION OF A 0.063 ACRE (2,740 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BRUSHY BEND PARK, SECTION II, PHASE II, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS 3.34 ACRE TRACT OF LAND IN A DEED TO MARILYN CARLSON LEBLANC, RECORDED JUNE 1, 2016 IN DOCUMENT NO. 2016046528, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.063 ACRE (2,740 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southwest corner of the remainder of a called 2.237 acre tract of land, described as Tract I in a deed to Pleona May, recorded in Volume 867, Page 337, Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the southeast corner of said Lot 1;

**THENCE** N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,307.84, E=3,107,789.48) set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

**THENCE** departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 1, the following three (3) courses and distances numbered 1-3:

- 1) With said curve to the right, crossing at an arc distance of 56.77 feet the south line of a 25-foot wide Easement for Future Roadway Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total arc distance of 111.04 feet, through a central angle 10°16'42", having a radius of 619.00 feet, and a chord that bears N 72°38'35" W, a distance of 110.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 15.25 feet right of Sam Bass Road E.C.S 277+37.08,
- 2) S 22°29'46" W, a distance of 7.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.72 feet right of Sam Bass Road E.C.S 277+37.04, said point being the beginning of a curve to the right, and
- 3) With said curve to the right, an arc distance of 38.35 feet, through a central angle 03°30'27", having a radius of 626.47 feet, and a chord that bears N 65°45'01" W, a distance of 38.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.54 feet right of Sam Bass Road E.C.S 277+00.12 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the west corner of the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of Lot 1, Block A, Spanish Oak Terrace, Phase One, a subdivision of record in Volume 7, Page 70, P.R.W.C.TX., described in a deed to Klaus D. Kuhlmann and wife, Marianne Kuhlmann, recorded in Volume 657, Page 441, D.R.W.C.TX., same being the northwest corner of said Lot 1, bears N 88°22'19" W, a distance of 171.39 feet;

## EXHIBIT "A"

County: Williamson  
Parcel No.: 11  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4  
April 23, 2020

4) **THENCE** S 88°22'19" E, departing the proposed south right-of-way line of said Sam Bass Road, with the existing south right-of-way line of said Sam Bass Road, a distance of 135.51 feet to a 1/2-inch iron rod found, for the northwest corner of said remainder of a called 2.237 acre tract, same being the northeast corner of said Lot 1 and the parcel described herein;

5) **THENCE** S 12°09'45" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of Lot 1 and said remainder of a called 2.237 acre tract, crossing at a distance of 25.65 feet the south line of said 25-foot wide Easement for Future Roadway Improvements, and continuing for a total distance of 38.95 feet to the **POINT OF BEGINNING**, and containing 0.063 acre (2,740 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

Bearing Basis:  
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300



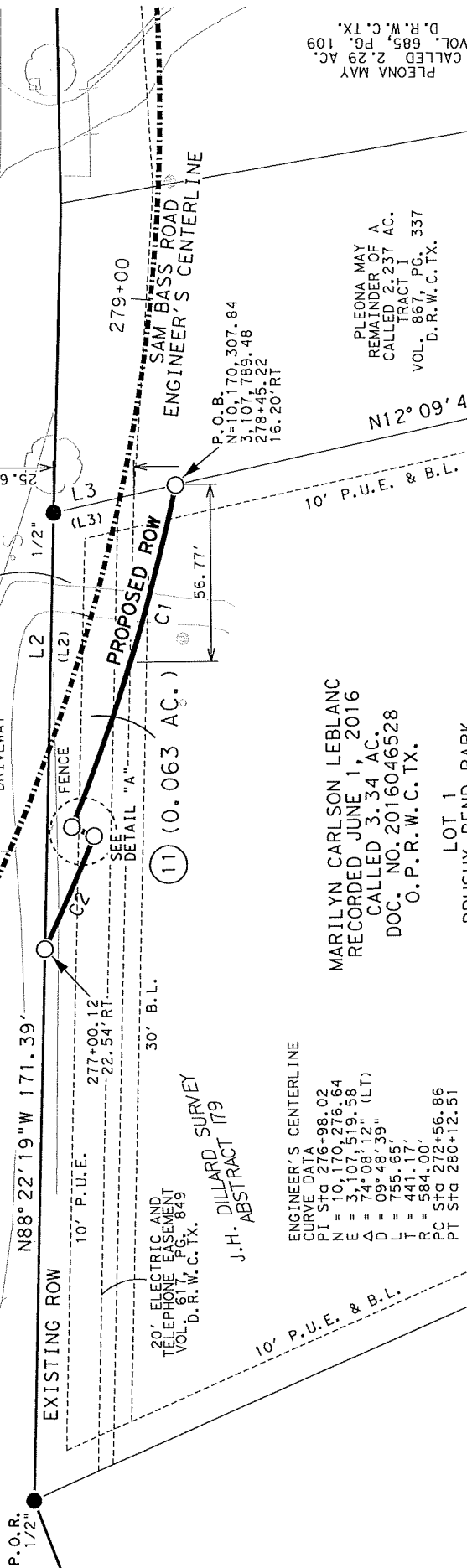
Sent C. Re 4/24/20

Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

(VARIABLE WIDTH R.O.W)  
(NO RECORD INFORMATION FOUND)

C.R. 175 (SAM BASS RD)



MARILYN CARLSON LEBLANC  
RECORDED JUNE 1, 2016  
CALLED 3.34 AC.  
DOC. NO. 2016046528  
O.P.R.W.C.TX.

LOT 1  
BRUSHY BEND PARK  
SECTION 11, PHASE 11  
CABINET C, SLIDE 123  
P.R.W.C.TX.

KLAUS D. KUHLMANN AND  
WIFE, MARIANNE KUHLMANN  
VOL. 657, PG. 441  
D.R.W.C.TX.

LOT 1, BLOCK A  
SPANISH OAK TERRACE  
PHASE ONE  
VOL. 7, PG. 70  
P.R.W.C.TX.

LINE TABLE

| LINE NO. | BEARING     | DISTANCE  |
|----------|-------------|-----------|
| L1       | S22°29'46"W | 7.47'     |
| L2       | S88°22'19"E | 135.51'   |
| (L2)     | (S88°23'E)  | (403.19') |
| L3       | S12°09'45"E | 38.95'    |
| (L3)     | (S09°31'E)  | (618.76') |

CURVE TABLE

| NO. | DELTA       | RADIUS  | LENGTH  | CHORD   | CHORD BEARING |
|-----|-------------|---------|---------|---------|---------------|
| C1  | 10°16'42"RT | 619.00' | 111.04' | 110.89' | N72°38'35"W   |
| C2  | 03°30'27"RT | 626.47' | 38.35'  | 38.34'  | N65°45'01"W   |

50 0 25 50



GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS



FILE: \\somin\c\projects\1017038216\100\Survey\03Exhibits\11\PLAT\00P-11.dgn

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

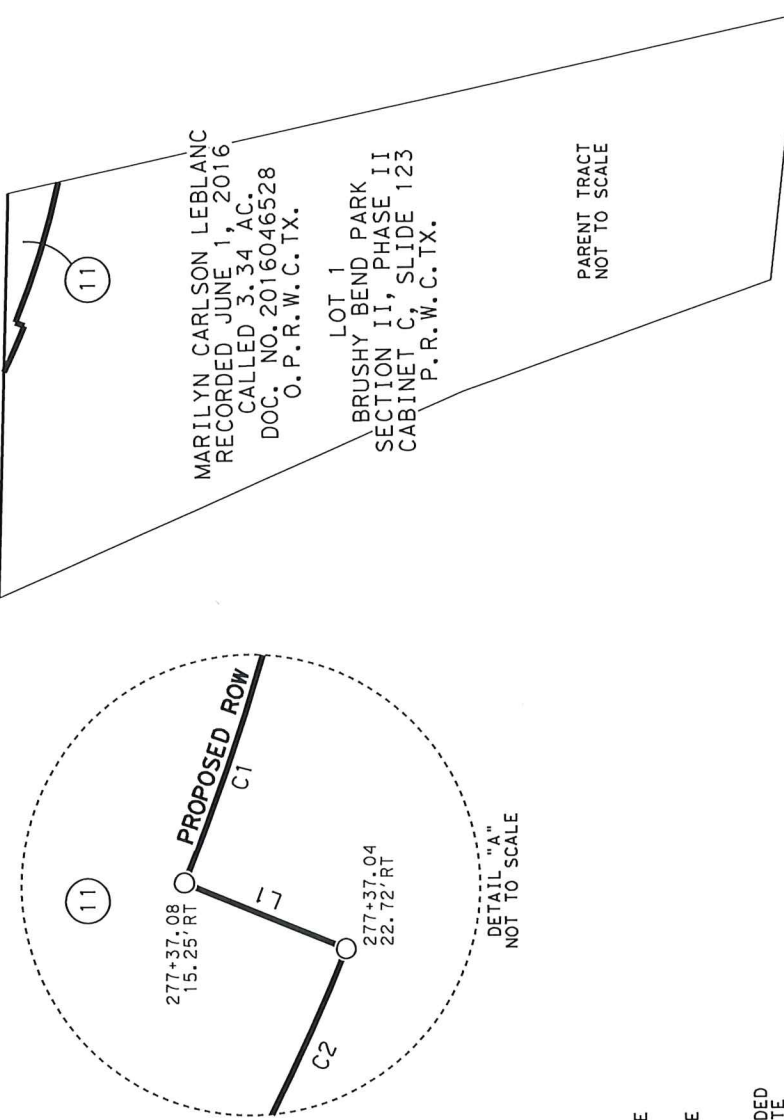
RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
MARILYN CARLSON LEBLANC  
PARCEL 11  
0.063 AC. (2,740 SQ. FT.)



EXHIBIT "A"

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- I.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GE NO. 2007113, EFFECTIVE DATE FEBRUARY 10, 2020, AND ISSUED DATE FEBRUARY 20, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Scott C. Brashear*  
DATE 4/24/20

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 47012  
PAGE 4 OF 4

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\11\PLAT\00P-11.dgn

EXISTING 3.34 AC. ACQUIRE 0.063 AC. REMAINING 3.277 AC. RIGHT

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
MARILYN CARLSON LEBLANC  
PARCEL 11  
0.063 AC. (2,740 SQ. FT.)

Exhibit "B"

Parcel 11

**DEED**

Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That MARILYN C. LEBLANC a/k/a MARILYN CARLSON LEBLANC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

0.063 acre (2,740 sq. ft.) tract of land, more or less, out of the J.H.DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas, being a portion of Lot 1, BRUSHY BEND PARK, SECTION II, PHASE II, according to the map or plat thereof recorded in Cabinet C, Slide 123, Plat Records, Williamson County, described as 3.34 acre tract of land in a deed to Marilyn Carlson LeBlanc recorded in Document No. 2016046528, Official Public Records, Williamson County, Texas; said 0.063 acre (2,740 sq. ft.) parcel to be more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 11**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;



Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

*[signature pages follow]*

**Signature:**

**Email:** danny.jackson@rightofwayoftexas.com

**GRANTOR:**

\_\_\_\_\_  
Marilyn C. LeBlanc A/K/A Marilyn Carlson LeBlanc

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020 by Marilyn C. LeBlanc A/K/A Marilyn Carlson LeBlanc, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.L.L.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, P.L.L.C.  
309 East Main  
Round Rock, Texas 78664

**Commissioners Court - Regular Session****91.****Meeting Date:** 10/20/2020

SH 29 Corridor Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Wilco Land Investments I, LLC, Wilco Land Investments II, LLC and Wilco Land Investments III, LLC for right of way needed on the SH 29 Corridor project. Funding Source: Road Bonds P457

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Wilco Land Investment Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:57 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:48 AM

Final Approval Date: 10/15/2020

## **REAL ESTATE CONTRACT**

### **SH 29 Corridor Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by WILCO LAND INVESTMENTS I, LLC, WILCO LAND INVESTMENTS II, LLC, WILCO LAND INVESTMENTS III, LLC all Texas limited liability companies owning a 1/3 undivided interest (referred to in this Contract as "Seller", whether one or all) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

**Tract 1:** All of that certain tract of land out of the W. H. Munroe Survey, Williamson County, Texas, being approximately 200' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R461956 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 2:** All of that certain tract of land out of the W. H. Munroe Survey, Williamson County, Texas, being approximately 200' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R461957 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 3:** All of that certain tract of land out of the W. H. Munroe Survey, Williamson County, Texas, being approximately 200' from the current right-of-way line of SH 29 described in the Williamson County Appraisal District as R022671 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact

area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 4:** All of that certain tract of land out of the W. H. Munroe Survey, Williamson County, Texas, being approximately 200' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R022669 and being generally depicted on "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 5:** All of that certain tract of land out of the W. H. Munroe Survey, Williamson County, Texas, being approximately 200' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R403274 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 6:** All of that certain tract of land out of the G. Fisk Survey, Williamson County, Texas, being approximately 350' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R021694 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 7:** All of that certain tract of land out of the G. Fisk Survey, Williamson County, Texas, being approximately 350' from the current right-of-way line of SH 29 abutting the property described in the Williamson County Appraisal District as R484926 and being generally depicted on Exhibit "A", attached hereto and incorporated herein; and Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds survey of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

**Tract 8:** Previously, Williamson County acquired two separate tracts of land from Seller for water detention purposes for the expansion of Ronald Reagan Blvd., being a 1.98 acre tract (WCAD R#\_\_\_\_\_) and a 2.74 acre tract (WCAD R#\_\_\_\_\_), totaling 4.72 acres, as shown on Exhibit “B”. As part of this transaction, and as previously agreed upon by the parties, Seller agrees to convey to Purchaser in fee simple Tract 8, which is the approximate 2.93 acre tract shown on Exhibit “B” attached hereto,

Together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent small strips of property abutting Tracts 1-7, above, and as shown on Exhibit “A” and streets, alleys or rights-of-way (all of such real property tracts, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. A metes and bounds description will be prepared for each Tract prior to Closing.

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOUR DOLLARS and 00/100 Dollars (\$4.00) per square foot, as determined by a final survey prepared and paid for by Purchaser, and as adjusted by 2.03, below.

### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

### **Reconciliation of Detention Pond Exchange**

2.03 As stated above, as part of this transaction, the Parties agree that the County will exchange two detention pond tracts totaling 4.72 acres in return for Purchaser conveying one detention pond tract to the County, in fee simple, totaling approximately 2.93 acres. The difference in acreages, as determined by a final survey, will be subtracted from the final survey for Tracts 1-7.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before \_\_\_\_\_, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:



(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-D", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall

occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

#### **ARTICLE VIII MISCELLANEOUS**

##### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

*[signature page follows]*

**SELLER:**

WILCO LAND INVESTMENTS I, LLC,  
a Texas limited liability company

By: James A. Kaufman  
Its: PRESIDENT

Date: 10-12-20

**SELLER:**

WILCO LAND INVESTMENTS II, LLC,  
a Texas limited liability company

By: Rebecca Kauffman Glaser  
Its: President

Date: 10-13-20

**SELLER:**

WILCO LAND INVESTMENTS III, LLC,  
a Texas limited liability company

By: Allen P. Kaufman  
Its: President

Date: 10-13-20

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

**Commissioners Court - Regular Session****92.****Meeting Date:** 10/20/2020

Phasing Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Santa Rita Boulevard East Phasing Agreement with Santa Rita KC, LLC.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Santa Rita Phasing Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 10:58 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:55 AM

Final Approval Date: 10/15/2020



**SANTA RITA BOULEVARD EAST  
PHASING AGREEMENT**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS PHASING AGREEMENT (this “**Agreement**”) is between **SANTA RITA KC, LLC**, a Texas limited liability company (“**Developer**”), and **WILLIAMSON COUNTY, TEXAS** (the “**County**”). In this Agreement, Developer and the County are sometimes individually referred to as a “**Party**” or collectively referred to as the “**Parties**”.

**Background Information:**

A. Developer is in the process of developing a master planned development locally known as Santa Rita Ranch (“**Santa Rita**”).

B. Developer has sold the approximately 32.79 acre tract of land in Santa Rita that is generally depicted on the attached **Exhibit A** (the “**School Site**”) to Liberty Hill Independent School District (the “**District**”) for the District’s construction of a middle school.

C. Access to the School Site from Ronald Reagan Boulevard will be provided over a public road to be known as “**Santa Rita Boulevard East**” (the “**Access Road**”). The Access Road will ultimately be a four-lane divided boulevard that will provide access both to the School Site and to other portions of Santa Rita.

D. To allow the District to open its middle school on the School Site on its desired schedule, Developer has agreed to build the Access Road before it is needed to provide access to other areas of Santa Rita.

E. Developer has asked the County to allow Developer to build the Access Road in phases, the County has agreed to allow such phasing, and the Parties wish to establish a process for the phased construction of the Access Road.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. **DEVELOPER OBLIGATIONS**

- a. Developer has prepared a subdivision plat for the Access Road (the “**Plat**”), has caused the Access Road to be designed by Carlson, Brigrance & Doering, Inc. as a four-lane divided boulevard in accordance with County standards, and has submitted the Plat and the plans for the Access Road (the “**Plans**”) to the County for approval. All County comments relating to the Plat have been addressed and the Plans were reviewed and approved by the County on March 17, 2020.
- b. Developer will proceed with construction of the most southerly two lanes of the Access Road (including a curb on what ultimately will be the median) from Ronald Reagan Boulevard to the point east of the School Site shown on the cross-section attached as **Exhibit B** (“**Phase 1**”). Developer will build Phase 1 to County standards in accordance with the Plans and the construction will be

subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 1, Developer will post a maintenance bond for Phase 1 with the County in the County's required form.

- c. Developer will not be required to post fiscal for or to construct the northernmost two lanes and the median for the Access Road ("**Phase 2**") until Developer obtains County approval of construction plans for the first section of lots out of the Preliminary Plat attached as **Exhibit C** (the "**Future Lots**") or other Preliminary Plat containing lots accessed by the Access Road and traffic volumes are projected to increase. County may withhold approval of such construction plans until the required fiscal for Phase 2 is posted. The fiscal for Phase 2 will be in a form acceptable to the County and in an amount equal to the cost to build Phase 2. Developer will proceed with construction of Phase 2 as shown in the cross-section attached as **Exhibit B**. Developer will build Phase 2 to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 2, Developer will post a maintenance bond for Phase 2 with the County in the County's required form.

## 2. COUNTY OBLIGATIONS

The County will:

- a. Upon execution of this Agreement, approve and enable recording the Final Plat in accordance with the County's normal procedures and the terms of this Agreement;
- b. Upon the Developer's completion of Phase 1, inspect Phase 1, issue a punch list for any maintenance or repair that the County requires and, upon Developer's satisfaction of all punch-list items and dedication of all necessary right-of-way by recorded final plat, accept Phase 1 for maintenance, all in accordance with the County's normal procedures;
- c. Following County acceptance of Phase 1 and upon Developer's completion of Phase 2, inspect Phase 2, issue a punch list for any maintenance or repair that the County requires for Phase 2 and, upon Developer's satisfactory correction of all punch list items, accept Phase 2 for maintenance, all in accordance with the County's normal procedures; and
- d. Subject to Developer's performance of its obligations under this Agreement, and compliance of subsequent subdivision plats and subdivision construction plans for the Future Lots with applicable County standards, review and approve such plats and plans, all in accordance with the County's normal procedures.

## 3. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be bind upon and inure to the benefit of the Parties and their respective successors and assigns.
- b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by all of the

Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

- c. Assignment: The rights, duties, and responsibilities of the District and Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.
- d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: Santa Rita KC, LLC  
7143 Valburn Drive  
Austin, Texas 78731  
Attn: James Edward Horne  
Fax: (512) 418-1941  
E-mail: [Ed@srtaustin.com](mailto:Ed@srtaustin.com)

The County: Williamson County  
Attn: County Engineer  
3151 S.E. Inner Loop, Ste. B  
Georgetown, Texas 78626  
E-mail: [tevertson@wilco.org](mailto:tevertson@wilco.org)

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Parties.

- f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.
- g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

- h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.
- i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of the later date set forth below.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*

**DEVELOPER:**

**SANTA RITA KC, LLC**, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company

By:   
James Edward Horne, Vice President

Date:   
9/15/20

**COUNTY:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_

## EXHIBIT A

32.790 ACRES  
GREENLEAF FISK SURVEY  
ABSTRACT NUMBER 5  
WILLIAMSON COUNTY, TEXAS

### FIELD NOTES

BEING ALL OF THAT CERTAIN 32.790 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 204.423 ACRE TRACT OF LAND (TRACT 4) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC., IN DOCUMENT NUMBER 2013061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.TX.), SAID 32.790 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at a capped  $\frac{1}{2}$ " iron rod found, stamped "ZWA", being the northwestern corner of said 204.423 acre tract, same being a northeastern corner of a called 137.49 acre tract of land (Tract 3) conveyed to Wilco Land Investments I, LLC., Wilco Land Investments II, LLC., and Wilco Land Investments III, LLC., in Document Number 2014003388 (O.P.R.W.C.TX.), and being also a point on a southeastern boundary line of a called 810.32 acre tract of land (Tract 1) conveyed to Santa Rita C7 Investments, LLC., in said Document Number 2013061332 (O.P.R.W.C.TX.), for the **POINT OF COMMENCEMENT** of the herein described tract,

**THENCE**, with the common boundary line of said 204.423 acre tract, said 137.49 acre tract and a called 2.370 acre tract of land conveyed to Santa Rita KC, LLC., in Document Number 2019096197 (O.P.R.W.C.TX.), S20°25'09"E, a distance of 458.26 feet to a calculated point, being a point on a western boundary line of said 204.423 acre tract, same being a southeastern corner of said 2.370 acre tract and being also a point on an eastern boundary line of said 137.49 acre tract, for the westernmost corner and the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, crossing said 204.423 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

1. N63°55'52"E, a distance of 140.71 feet to a calculated point, at a point of curvature, for a curve to the right, from which a capped  $\frac{1}{2}$ " iron rod found stamped "2218", being a northern corner of said 204.423 acre tract and being also a southern corner of 810.32 acre tract, bears N33°30'22"E, a distance of 256.02 feet,
2. with said curve to the right, having a radius of 800.00 feet, an arc length of 461.84 feet, and whose chord bears N80°28'10"E, a distance of 455.45 feet to a calculated point,
3. S82°59'31"E, a distance of 302.38 feet to a calculated point, at a point of curvature, for a curve to the left,
4. with said curve to the left, having a radius of 890.00 feet, an arc length of 427.13 feet, and whose chord bears N83°15'34"E, a distance of 423.04 feet to a calculated point,
5. N69°30'38"E, a distance of 66.58 feet to a calculated point, for the northernmost corner of the herein described tract,
6. S19°52'49"E, a distance of 875.06 feet to a calculated point, for the easternmost corner of the herein described tract, and
7. S58°36'51"W, a distance of 210.37 feet to a calculated point, being a point on a western boundary line of said 204.423 acre tract and being also a point on an eastern boundary line of said 137.49 acre tract,

J:\AC3D\5155\SURVEY\FIELD NOTES\FN - 32.790 AC.doc

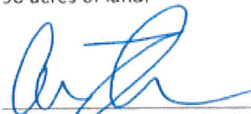


32.790 ACRES  
GREENLEAF FISK SURVEY  
ABSTRACT NUMBER 5  
WILLIAMSON COUNTY, TEXAS

**THENCE**, with the common boundary line of said 204.423 acre tract and said 137.49 acre tract, the following six (6) courses and distances, numbered 1 through 6,

1. N31°21'11"W, a distance of 151.72 feet to a calculated point,
2. N57°42'50"W, a distance of 55.09 feet to a calculated point, for a point of curvature, for a curve to the right,
3. with said curve to the right, having a radius of 730.00 feet, an arc length of 484.08 feet, and whose chord bears S43°43'09"W, a distance of 475.26 feet to a calculated point,
4. S62°43'02"W, a distance of 395.26 feet to a calculated point, for the southernmost corner of the herein described tract,
5. N75°22'02"W, a distance of 288.62 feet to a calculated point, and
6. N20°25'09"W, a distance of 1122.45 feet to the **POINT OF BEGINNING** and containing 32.790 acres of land.

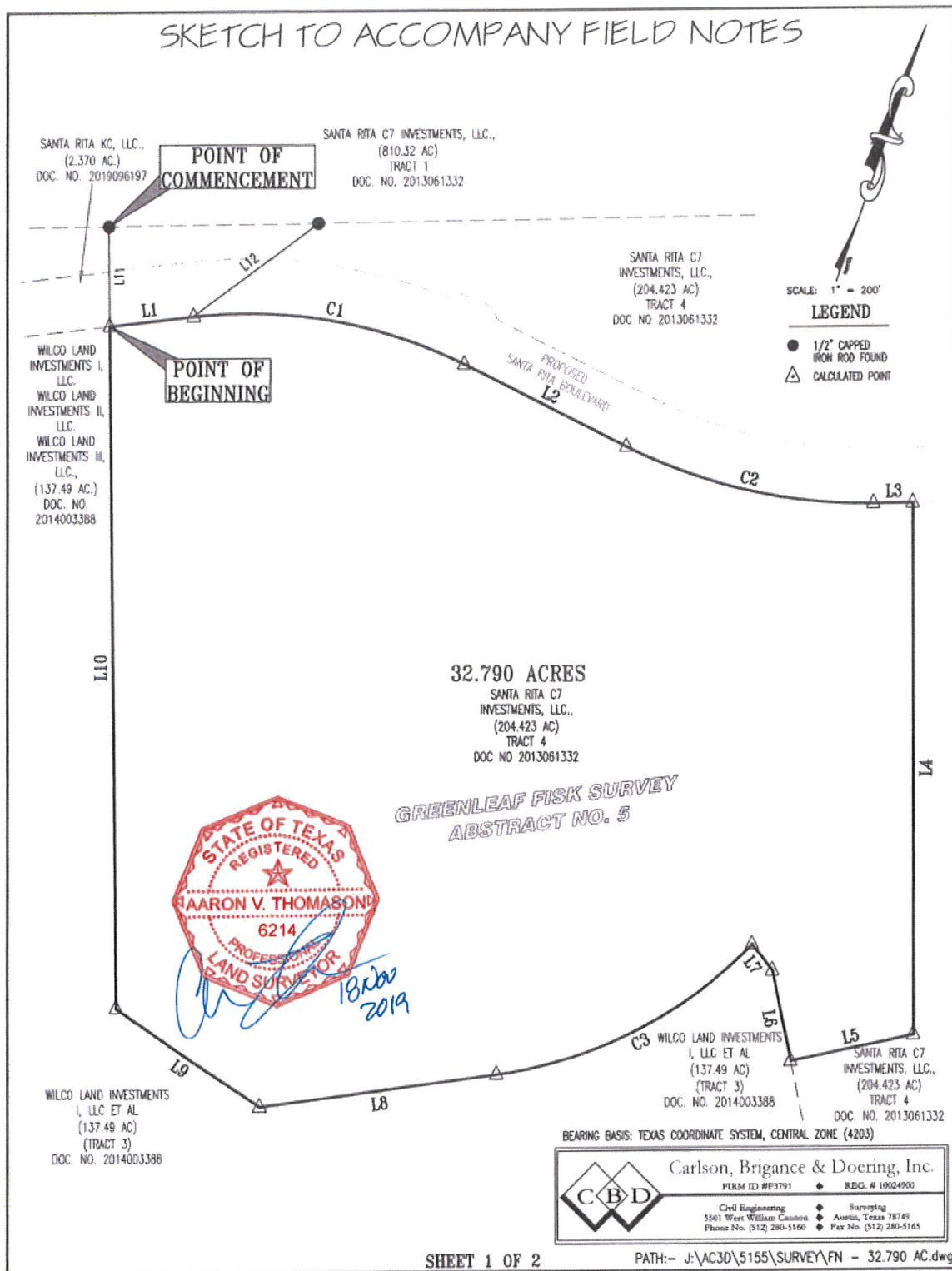
Surveyed by:

 18 Nov 2019  
Aaron Thomason, R.P.L.S. NO. 6214  
*Carlson, Brigance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

J. AC3D\5155\SURVEY\FIELD NOTES\FN - 32.790 AC.doc



# SKETCH TO ACCOMPANY FIELD NOTES

| Line Table |         |             |
|------------|---------|-------------|
| Line #     | Length  | Direction   |
| L1         | 140.71  | N63°55'52"E |
| L2         | 302.38  | S82°59'31"E |
| L3         | 66.58   | N69°30'38"E |
| L4         | 875.06  | S19°52'49"E |
| L5         | 210.37  | S58°36'51"W |
| L6         | 151.72  | N31°21'11"W |
| L7         | 55.09   | N57°42'50"W |
| L8         | 395.26  | S62°43'02"W |
| L9         | 288.62  | N75°22'02"W |
| L10        | 1122.45 | N20°25'09"W |
| L11        | 164.84  | S20°25'09"E |
| L12        | 256.02  | N33°30'22"E |

| Curve Table |        |        |                 |              |         |           |
|-------------|--------|--------|-----------------|--------------|---------|-----------|
| Curve #     | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA     |
| C1          | 461.84 | 800.00 | N80°28'10"E     | 455.45       | 237.55  | 33°04'37" |
| C2          | 427.13 | 890.00 | N83°15'34"E     | 423.04       | 217.76  | 27°29'50" |
| C3          | 484.08 | 730.00 | S43°43'09"W     | 475.26       | 251.32  | 37°59'39" |

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

**Carlson, Brigrance & Doering, Inc.**

FIRM ID #P3791    REG. # 10024900

Civil Engineering

5501 West William Cannon

Phone No. (512) 280-5160

Surveying

Austin, Texas 78749

Fax No. (512) 280-5165

SHEET 2 OF 2

PATH:- J:\AC3D\5155\SURVEY\FN - 32.790 AC.dwg

[illegible]



[illegible]

**Commissioners Court - Regular Session****93.****Meeting Date:** 10/20/2020

Braun Pkwy Phasing Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road  
Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Braun Parkway Phasing Agreement with Santa Rita KC, LLC and the Liberty Hill Independent School District.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Braun Parkway Phasing Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 11:00 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 10:57 AM

Final Approval Date: 10/15/2020





Phase 1 to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 1, the District will post a maintenance bond for Phase 1 with the County in the County's required form.

- c. Developer will not be required to post fiscal for or to construct the most westerly two lanes of and the median for the Access Road ("**Phase 2**") until Braun Parkway is extended south to State Highway 29 and traffic volumes are projected to increase. At the time Braun Parkway is extended south to connect to State Highway 29, Developer will proceed with construction of Phase 2 as shown on the cross-section attached as **Exhibit B**. Developer will build Phase 2 to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes. Upon completion of Phase 2, Developer will post a maintenance bond for Phase 2 with the County in the County's required form.

## 2. COUNTY OBLIGATIONS

The County will:

- a. Upon execution of this Agreement, approve and enable recording of the Final Plat in accordance with normal procedures and the terms of this Agreement;
- b. Upon the District's completion of Phase 1, inspect Phase 1, issue a punch list for any maintenance or repair that the County requires and, upon the District's satisfaction of all punch-list items, upon dedication of all necessary right-of-way by recording of the final plat, accept Phase 1 for maintenance, all in accordance with the County's normal procedures; and
- c. Following County acceptance of Phase 1 and upon Developer's completion of Phase 2, inspect Phase 2, issue a punch list for any maintenance or repair that the County requires for Phase 2 and, upon Developer's satisfactory correction of all punch list items, accept Phase 2 for maintenance, all in accordance with the County's normal procedures.

## 3. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be bind upon and inure to the benefit of the Parties and their respective successors and assigns.
- b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by all of the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- c. Assignment: The rights, duties, and responsibilities of the District and Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.

- d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: Santa Rita KC, LLC  
7143 Valburn Drive  
Austin, Texas 78731  
Attn: James Edward Horne  
Fax: (512) 418-1941  
E-mail: [Ed@srtaustin.com](mailto:Ed@srtaustin.com)

The District Liberty Hill Independent School District  
Attn: Steve Snell, Superintendent  
301 Forrest St.  
Liberty Hill, Texas 78642  
E-mail: [superintendent@libertyhill.txed.net](mailto:superintendent@libertyhill.txed.net)

The County: Williamson County  
Attn: County Engineer  
3151 S.E. Inner Loop, Ste. B  
Georgetown, Texas 78626  
E-mail: [tevertson@wilco.org](mailto:tevertson@wilco.org)

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Parties.

- f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.
- g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.

- i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of the last date set forth below.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*

**DEVELOPER:**

**SANTA RITA KC, LLC**, a Texas limited liability company

By: MREM Texas Manager, LLC, a Delaware limited liability company

By:   
James Edward Horne, Vice President

Date: 9/16/20

**DISTRICT:**

**LIBERTY HILL INDEPENDENT SCHOOL  
DISTRICT**

By: 

Name: STEVEN SNELL

Title: SUPERINTENDENT

Date: 9/16/20

**COUNTY:**

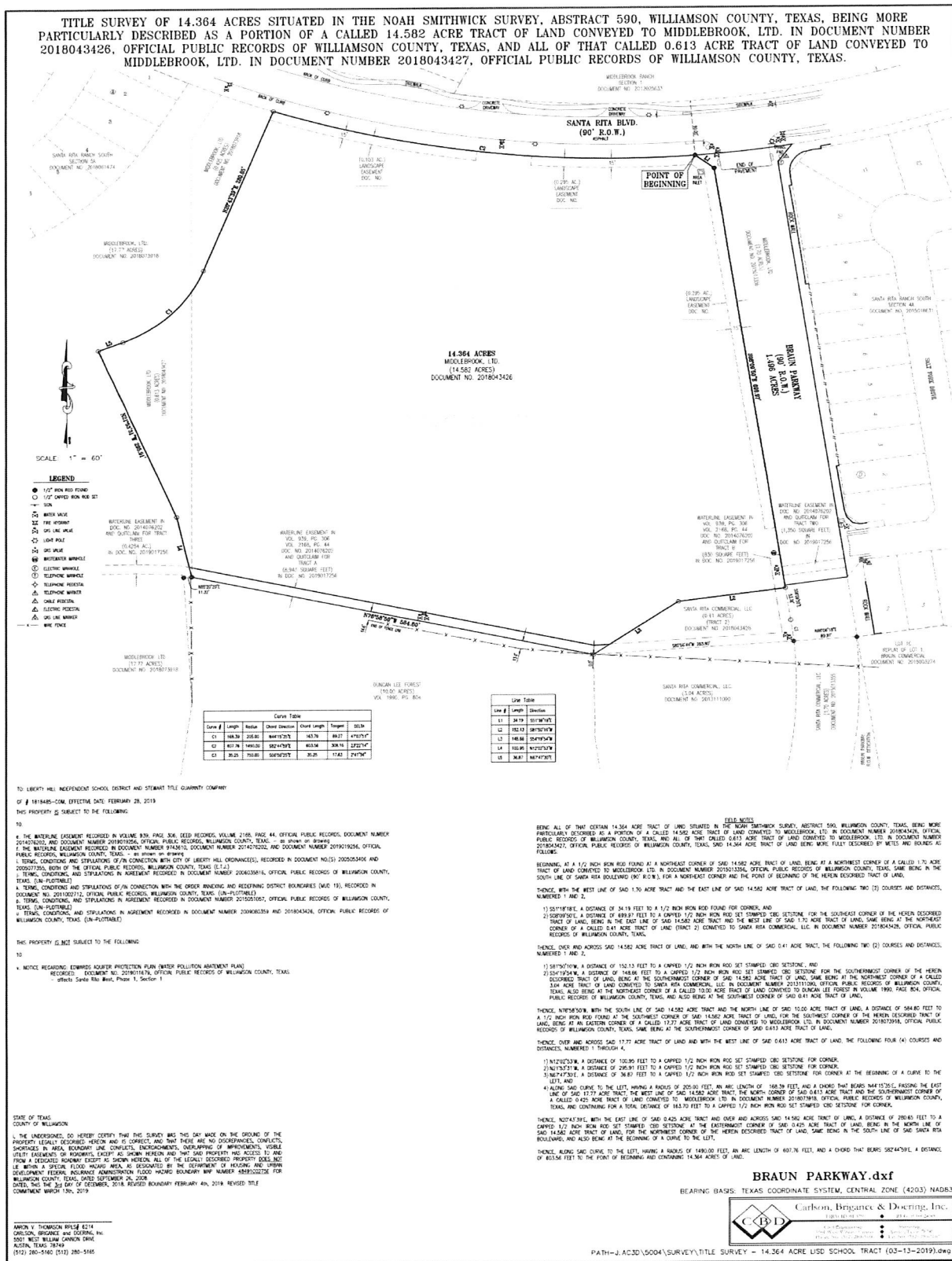
**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

Date: \_\_\_\_\_

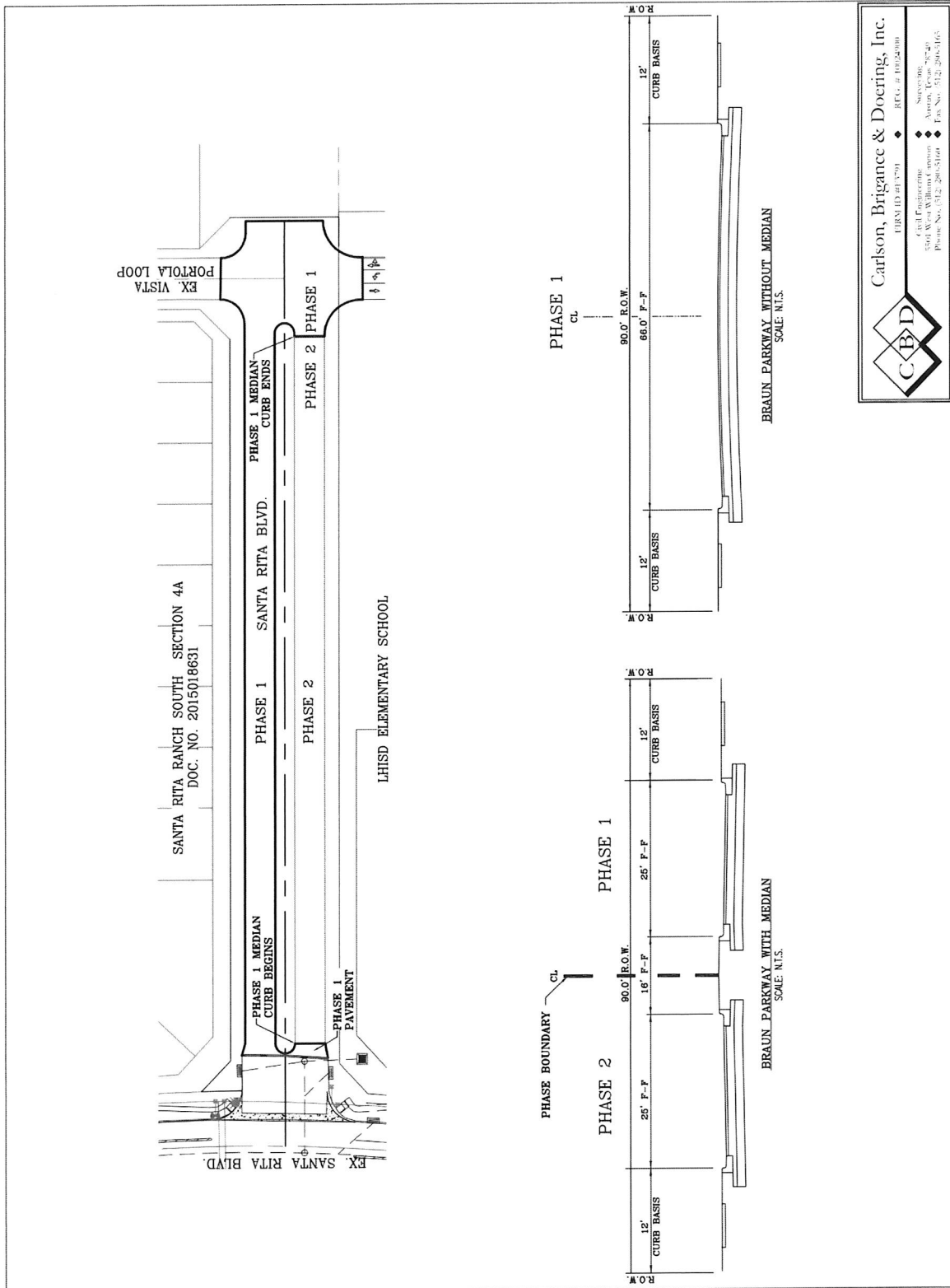
## EXHIBIT A

TITLE SURVEY OF 14.364 ACRES SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT 590, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF A CALLED 14.582 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043428, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 0.613 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. IN DOCUMENT NUMBER 2018043427, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.





## EXHIBIT B



**Commissioners Court - Regular Session**

**94.**

**Meeting Date:** 10/20/2020

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: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 278
- 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 CR 366.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- 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/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- 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

**y) Discuss the acquisition of the MKT Right of Way**

**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

## Background

---

### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

### Attachments

*No file(s) attached.*

---

### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/15/2020

#### Reviewed By

Andrea Schiele

#### Date

10/15/2020 11:01 AM

Started On: 10/15/2020 11:00 AM

**Commissioners Court - Regular Session****95.****Meeting Date:** 10/20/2020

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

---

**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty
- l) Project Long Haul
- m) Project Bon Jovi
- n) Project Crystal

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

10/15/2020 11:02 AM

Form Started By: Charlie Crossfield

Started On: 10/15/2020 11:00 AM

Final Approval Date: 10/15/2020