

**Notice of Meeting for the  
Georgetown Transportation Advisory Board  
of the City of Georgetown  
September 10, 2021 at 10:00 AM  
at Georgetown Public Library - Friends Room - 402 W 8th St, Georgetown, TX 78626**

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

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## **Regular Session**

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

### **A Public Wishing to Address the Board**

On a subject that **is posted on this agenda**, please fill out a speaker registration form which can be found on the table at the entrance to the Board Meeting. Clearly print your name and the letter of the item on which you wish to speak and present it to the Staff Liaison, **prior to the start of the meeting**. You will be called forward to speak when the Board considers that item. Only persons who have delivered the speaker form **prior** to the meeting being called to order may speak.

On a **subject not posted on the agenda**: Persons may add an item to a future Regular scheduled Board agenda by filing a written request with the Staff Liaison **no later than one week prior to the Board meeting**. The request must include the speaker's name and the specific topic to be addressed with sufficient information to inform the board and the public. **Only those persons who have submitted a timely request will be allowed to speak**. Please send comments to GTAB Board Liaison, Danielle Dutra at [danielle.dutra@georgetown.org](mailto:danielle.dutra@georgetown.org).

B Call to Order - Board Chair

C Introduction of Visitors - Board Chair

D Airport Monthly Report – Eric Johnson, Public Works Director

E September 2021 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director / Chris Pousson, CIP Manager.

F August 2021 Financial Overview of Airport Fund-Nathan Parras, Assistant Finance Director

## **Legislative Regular Agenda**

G Consideration and possible action to approve the August 13, 2021 minutes of the Georgetown Transportation Advisory Board. -- Danielle Dutra, Board Liaison

H Consideration and possible recommendation to approve an Agreement with **D.I.J. Construction** of Bertram, Texas for an annual Street Striping contract, in an amount not to exceed **\$180,264.00** – Eric Johnson, Public Works Director and Molly Ritter, Public Works Operations Manager.

I Consideration and possible recommendation to approve the Texas Department of Transportation **Grant for Routine Airport Maintenance** -Eric Johnson, Public Works Director

## **Adjournment**

### **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
Robyn Densmore, City Secretary

City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

Airport Monthly Report – Eric Johnson, Public Works Director

**ITEM SUMMARY:**

Airport Reports:

- o Taxiway Edge Lighting
- o Maintenance Building
- o Operations Report
- o Fuel Sales Report
- o Hangar / Tie-Down Lease Report
- o FY 2021 Accomplishments and Projects
- o Avgas Fuel Price Comparison
- o Jet A Fuel Price Comparison

**FINANCIAL IMPACT:**

None

**SUBMITTED BY:**

Debbie Jolly, Airport Business Coordinator

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
<input type="checkbox"/>	Airport Cover Sheet	Cover Memo
<input type="checkbox"/>	Taxiway Edge Lighting	Backup Material
<input type="checkbox"/>	Maintenance Building	Backup Material
<input type="checkbox"/>	Operations Report	Backup Material
<input type="checkbox"/>	Fuel Sales Report	Backup Material
<input type="checkbox"/>	Hangar Tie-Down Report	Backup Material
<input type="checkbox"/>	FY 2021 Projects and Accomplishments	Backup Material
<input type="checkbox"/>	Avgas Fuel Price Comparison	Backup Material
<input type="checkbox"/>	Jet A Fuel Price Comparison	Backup Material

**AGENDA ITEM COVER SHEET**

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**SUBJECT:**

Airport Monthly Report – Eric Johnson, Public Works Director

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**ITEM SUMMARY:**

**Airport Reports:**

- Taxiway Edge Lighting
- Maintenance Building
- Operations Report
- Fuel Sales Report
- Hangar / Tie-Down Lease Report
- FY 2021 Accomplishments and Projects
- Avgas Fuel Price Comparison
- Jet A Fuel Price Comparison

**STAFF RECOMMENDATION:**

None

**FINANCIAL IMPACT:**

None

**COMMENTS:**

None

**ATTACHMENTS:**

Submitted By: Debbie Jolly, Airport Business Coordinator

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Airport Manager

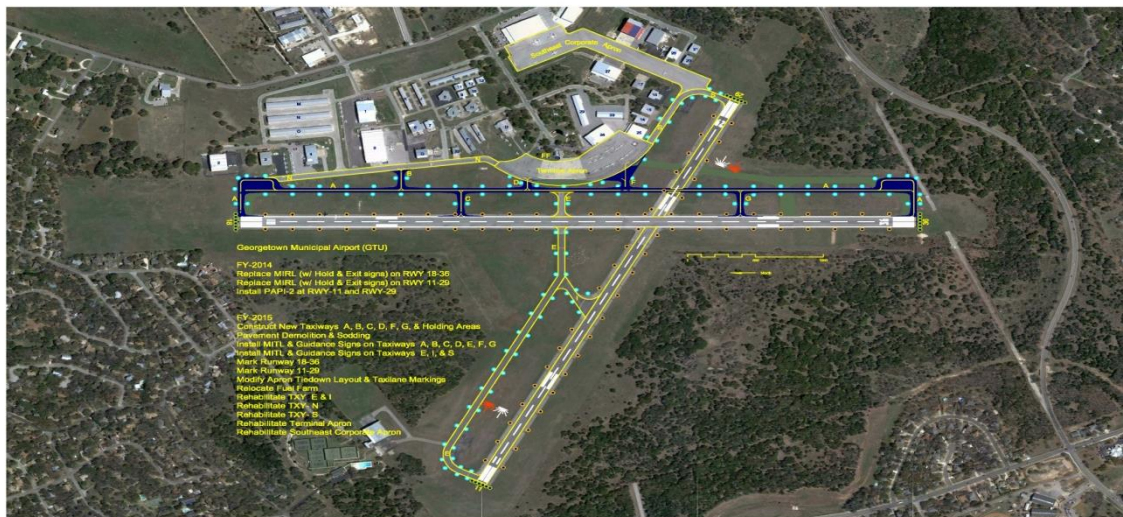
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Eric Johnson  
Public Works Director



**Airport Improvements**  
**Project No. 1914GRGTN**  
**August 2021**

<b>Project Description</b>	FY2018 project: Taxiway Edge Lighting Project
<b>Purpose</b>	Design and Install Taxiway Edge Lighting Project
<b>Project Estimate</b>	\$1,287,562
<b>Project Bid (F&amp;W)</b>	\$985,150
<b>City Share</b>	\$98,515
<b>Project Engineer</b>	Garver Engineering



**Feb 2014** – GTAB consideration of project 1314GRGTN Preliminary Design for FY2014 project: Airfield Electrical Improvements.

**Aug 8, 2018** Georgetown Municipal Airport requests to use Garver as project engineer in letter to TxDOT.

**May 29, 2019** TxDOT advises Garver that they can proceed with the Final Design for Project 1914GRGTN

**May 29, 2019** Pre Design/Design meeting at Georgetown Municipal Airport Conference room with Airport Manager, TxDOT, and Garver to go over timeline for design and contract documents.

**June 14, 2019** GTAB consideration of project 1914GRGTN Taxiway Lighting Project.

**June 25, 2019** City Council approved project

**July 9, 2019** Meeting with TxDOT, Engineer Bid Estimate was \$2,862,980.00 which is \$1,575,418.00 over the CIP Budgeted amount.

**July 16, 2019** Meeting with TxDOT and Garver to discuss options for reducing cost.

**July 30, 2019** Meeting with TxDOT and Garver to discuss proposal that will be submitted for final design.

**August 4 & 11, 2019** TxDOT will place ads in local newspapers for bids.

**August 30, 2019** Bid Opening at TxDOT, 4 companies submitted bids. The engineer of record, GarverUSA, is currently reviewing the bid documents for completeness and correctness.

**September 2019** There were 4 bids, one of which came in significantly under budget for the Base Bid. Garver Engineer was working with TxDOT to see if there was a possibility of pulling the PAPI lights for RWY 11/29 out of the additive alternate while staying under budget. TxDOT refused. Engineer is working on final work in conjunction with TxDOT.

**October 29, 2019** TELCON 10/31/19 with Garver, F&W. TxDOT and Airport. Contract will be fully executed 11/1/19 between TxDOT and F&W for the Taxiway Lighting Project (1914GEORG). There will be walk through 11/13/19 with all parties to get an eyes-on look and discuss phasing ideas.

**November 12, 2019** Executed contract between TxDOT and F&W Electrical.

**November 13, 2019** Notice to Proceed given to GarverUSA for construction phase.

**November 13, 2019** Notice to Procure given to F&W to start gathering necessary parts and tools.

**December 16, 2019** F&W Started to preposition equipment and materials.

**January 6, 2020** F&W Started construction. Working from North to South.

**February 25, 2020** Work on Twy A btwn the threshold RWY 18 and TWY J is complete along the west side. Complete to TWY E on the east side. Work complete TWY L from TWY G to threshold RWY 36.

**March 6, 2020** Work on TWY L south of RWY 11/29 complete except marking signs. Work is progressing on TWY F between TWY L and TWY A and should be complete by March 9, 2020. Anticipated work on TWY A and the west side of Terminal Ramp to begin March 6, 2020.

**May 2020** Work was stopped due to supply system hold up: Sign faces and ALCMS hardware/software.

**July/August 2020** Sign faces arrived at F&W. ALCMS will be upgraded on August 11 remotely and via local hands-on with F&W Techs. Final punch-list items will be completed by F&W in this time period.

Areas left to complete:

1. All dirt work to include topsoil, grass seeding and gravel/rock removal.
2. Missing sign faces

**Project timeline overruns** This has been asked of TxDOT. TxDOT would be the agency that processes the penalties against F&W, who then could process penalties against any of the sub-contractors.

**September/October 2020** F&W working on final dirt work, filling in low spots with clean fill and establishing correct grade around light/sing bases. Seeding all dirt with clean field grass seed.

**October 23** GarverUSA hosted a “Lessons Learned” meeting with TxDOT, Garver, Airport Staff, and City Representative.

**October 30** GarverUSA sent email to F&W concerning final wrap up of the punch list items.

**December 30** As of this date F&W has not come back to complete the punch list items. TxDOT and GarverUSA are working with F&W to complete project.

**January 25** F&W is working to get last punchlist items completed, they are running into staffing issues as COVID-19 is affecting the personnel available to send.

**February 28** F&W is working to complete warranty repairs and punchlist items. Completion dates have been pushed back due to COVID impact, weather impacts and crew availability.

**March 23** Project accepted and now at TxDOT for final approval/release of funds. Questions about penalty clause and any rebates will be reviewed with TxDOT/GarverUSA

**June 28** Waiting on TxDOT for completion/wrap up of project.

#### **Projected timeline**

- Construction phase – January - March
- Closeout Phase - 68 days post construction
  - Significant Completion Date is March 14, 2020
- At last count there were 9 weather days accrued

**MEMORANDUM**

TO: Georgetown Transportation Advisory Board Members

FROM: Eric Johnson, Public Works Director

SUBJECT: Airport Maintenance Building

DATE: August 31, 2021

The purpose of this memo is to provide GTAB with updates for the Airport Maintenance Facility Building at the Georgetown Municipal Airport.

**1. History**

- a. Airport requested and was granted a \$700,000 bond in 2019. This was to design and build a new Maintenance Facility that would be able to accommodate all of the maintenance equipment that is currently housed in two storage hangars and in an old, dilapidated hangar.
- b. The building would have an interior bay for vehicle storage, a tool crib for secure storage of all tools, and supply storage for all the supplies used on the airport. There would also be an outdoor covered wash bay so that equipment could be kept clean and reduce wear and tear.
- c. An RFP was released in early 2021, with GarverUSA being selected as the design contractor.
- d. After Design is completed, another RFP will be released for a construction contractor to complete the construction of the building.

**2. Current Status**

- a. City Facilities Manager, City Attorney, and GarverUSA are working through the contract, ironing out all details.
- b. Site has been selected for the new building. This site will be located at the end of Wright Brothers Drive in the woods to the east of Carol's Corner. This area is not an aeronautical use area and allows easy access to the airport environment.
- c. As of 6/28/2021 there is no update to the previous information.

**Georgetown Municipal Airport Contract Tower Program Update**  
**Operations for Month of August 2021**



KGTU OPERATIONS FOR THE MONTH OF AUGUST								
TAKEOFF/L ANDING	MONTHLY NUMBERS		PREVIOUS/CURRENT YR		YEAR TO DATE	YEAR TO DATE	PREVIOUS/CURRENT YR	
	2020	2021	COUNT	%	2020	2021	COUNT	%
IFR	849	932	83	9%	9191	10248	1057	10.3%
VFR	5060	4391	-669	-15%	42484	41953	-531	-1.3%
LOCAL	8048	6102	-1946	-32%	62229	55213	-7016	-12.7%
TOTALS	13957	11425	-2532	-22.2%	113904	107414	-6490	-6.0%

\*This does not include flyover operations (i.e. handoffs from ABIA approach/departure control to KGTU tower then onto the next ATC).

**Georgetown Municipal Airport Fuel Sales Update**  
**For Month of August 2021**



FUEL REPORT FOR MONTH OF AUGUST						
TYPE OF FUEL	GALLONS SOLD FOR MONTH		YEAR TO DATE	YEAR TO DATE	CHANGE PREVIOUS/CURRENT YR	
	2020	2021	2020	2021	GALLONS	%
AVGAS	41,488	37,634	361,804	349,558	(12,246)	-3.4%
JET A	38,372	45,797	352,375	478,238	125,863	26.3%
TOTALS	79,860	83,431	714,179	827,796	113,617	13.7%



**Airport Hangar / Tie-Down Lease Update**  
**August 2021**

**Project Description** Hangar / Tie-Down Lease Agreements

**Purpose** Occupancy Rates

**Unit Stats**

Total T-Hangars – 130

- 126 Occupied
- 3 Vacant
- 1 Vacant – Maintenance working on electric door

Anticipated Time on Waitlist for most recent listee

- 6+ years
- 356 persons on T-Hangar wait list

Total Storage Units – 16

- 15 Occupied
- 1 Vacant

Total Tie-Downs – 44 Monthly, 8 for Overnight/Transient Parking

- 41 Monthly Occupied
- 2 Monthly Vacant – Grass location
- 1 as last resort due to location
- 37 persons on Tie-Down wait list

	T-Hangars	Storage Hangars	Tie-Downs	Total
Total	130	16	44	190
Occupied	126	15	41	182
Percentage Occupied				95.79%

# GTU Airport FY 2021

## In-Work Projects

Develop Airport Preventative Maintenance Program. **Ongoing.**

Upgrade to bi-fold door drive motors in Hangars BB & CC. **In progress.**

Install roller poppers in Hangar I. **In progress – ½ complete.**

Convert lights in Hangars E, F, and G to LED. **In progress.**

Cattle guard installation at north gate. **Obtained bids. Waiting on requisition approval.**

Clear trees and brush in Site 6 area (for Tower visibility from Genesis and wildlife management). **Obtaining bids.**

ITB for new fuel contract. **Scoring complete. Waiting on results.**

RFP for Market Rate Analysis and Lease Term Length Study. **Working with purchasing to initiate the process.**

Virtower, LLC Aircraft monitoring system. **Working through IT process to purchase device. Will allow for real time operational counts as well as Based Aircraft Inventory, and Noise Mitigation tools.**

Maintenance Building. **Facilities is leading this project, currently they are working with legal and the consultant, GarverUSA, to develop a contract. Building will be designed by GarverUSA and then will be put out for ITB/RFP/RFQ for construction. \$750,000 budget, \$700,000 of which is bond funded.**

## Planned Projects

Obtaining Pesticide Application License to allow for airport staff to spray state regulated chemicals.

Install chain link fence around Tower.

Update tower communications equipment.

Replace HVAC unit in CTA sheet metal shop.

Spray seal asphalt pavement at north side of AeroJet Center hangar.

Spray seal asphalt pavement at Hangars H, I, and J.



Install cattle guard at south gate.

Install decorative rock around AST and oil recovery tank fences.

Replace window shades in Tower Cab.

Install Tower alarm when ATC voice recorder is inoperable.

## **Accomplishments**

Tower CAB computer monitor replacement

Fuel System Maintenance Contract

Work with outside Attorney for FAA Part 13 response

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## 100LL Avgas prices within 50 miles of Georgetown, TX 78628

				100LL \$4.10—\$6.81 average \$5.15	
<b>KGTV</b> 2 ENE	Georgetown Municipal Airport Georgetown, TX, USA				
	<b>GTU JET</b>		<b>FS</b>	\$5.85 \$5.75	<b>GUARANTEED</b> 
	<b>City of Georgetown Terminal</b>		<b>SS</b>	\$4.35	16-Aug update
	<b>AeroJet Center</b>		<b>FS</b>	\$5.85	<b>GUARANTEED</b>
<b>T74</b> 15 ESE	Taylor Municipal Airport Taylor, TX, USA				
	<a href="#">Taylor Municipal Airport</a>	Avfuel	<b>SS</b>	\$4.30	26-Aug update
<b>KRYW</b> 17 SW	Lago Vista TX - Rusty Allen Airport Lago Vista, TX, USA				
	<a href="#">Lago Vista Airport</a>	independent	<b>SS</b>	\$4.10	24-Jul update
<b>KEDC</b> 18 SSE	Austin Executive Airport Austin, TX, USA				
	<b>Henriksen Jet Center</b>		<b>SS</b> <b>FS</b>	\$5.75 \$6.55	31-Aug update <b>PHILLIPS 66® CONTRACT FUEL</b>
<b>3R9</b> 24 SW	Lakeway Airpark Lakeway, TX, USA				
	Lakeway Airpark		<b>SS</b>	\$4.99	18-Aug update
<b>88R</b> 24 WSW	Spicewood Airport Spicewood, TX, USA				
	<b>Spicewood Airport and Pilots Association Inc</b>		<b>SS</b>	\$4.75	10-Aug update
<b>KILE</b> 25 N	Skylark Field Airport Killeen, TX, USA				
	<a href="#">Flight Line Services</a>	Avfuel	<b>SS</b>	\$4.40	25-Aug update
<b>KBMQ</b> 28 W	Burnet Municipal Airport-Kate Craddock Field Burnet, TX, USA				
	<a href="#">Faulkner's Air Shop</a>	Avfuel	<b>SS</b> <b>FS</b>	\$4.25 \$4.95	26-Aug update
<b>KAUS</b> 28 S	Austin-Bergstrom International Airport Austin, TX, USA				
	<b>ATLANTIC</b>		<b>FS</b>	\$6.69	01-Sep update
	<b>MILLION AIR</b>		<b>FS</b>	\$6.81	<b>GUARANTEED</b> 



**CONTRACT FUEL**

Pay for fuel, not additional fees.

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	<a href="#">Signature Flight Support</a>	independent	FS	\$6.70	01-Sep <a href="#">update</a>
<a href="#">KTPL</a>	<i>Draughon-Miller Central Texas Regional Airport</i>	Temple, TX, USA			
33 NNE	General Aviation Terminal		SS	\$4.54	31-Aug <a href="#">update</a>
			FS	\$4.92	
<a href="#">KDZB</a>	<i>Horseshoe Bay Resort Airport</i>	Horseshoe Bay, TX, USA			
35 WSW	 HORSESHOE BAY RESORT JET CENTER.		EPIC	FS	\$5.49
					20-Aug <a href="#">update</a>
<a href="#">KRCK</a>	<i>H H Coffield Regional Airport</i>	Rockdale, TX, USA			
37 E	City of Rockdale		AS	\$5.02	20-Aug <a href="#">update</a>
<a href="#">T35</a>	<i>Cameron Municipal Airport</i>	Cameron, TX, USA			
40 ENE	 <a href="#">City of Cameron</a>		AVFUEL	SS	\$4.28
					<a href="#">GUARANTEED</a>
<a href="#">KGOP</a>	<i>Gatesville Municipal Airport</i>	Gatesville, TX, USA			
46 N	<a href="#">City of Gatesville</a>	independent	SS	\$4.25	19-Jul <a href="#">update</a>
<a href="#">KHYI</a>	<i>San Marcos Regional Airport</i>	Austin, TX, USA			
47 S	 BERRY AVIATION, INC		AVFUEL	SS	\$5.31
			FS	\$6.31	01-Sep <a href="#">update</a>
<a href="#">84R</a>	<i>Smithville Crawford Municipal Airport</i>	Smithville, TX, USA			
47 SE	<a href="#">Fayette Aero LLC</a>	Avfuel	SS	\$5.13	25-Aug <a href="#">update</a>
<a href="#">KGYB</a>	<i>Giddings-Lee County Airport</i>	Giddings, TX, USA			
48 SE	Sills Aviation Services LLC		SS	\$4.33	23-Aug <a href="#">update</a>
<a href="#">50R</a>	<i>Lockhart Municipal Airport</i>	Lockhart, TX, USA			
49 S	<a href="#">Martin &amp; Martin Aviation</a>	Avfuel	SS	\$4.80	26-Aug <a href="#">update</a>
<a href="#">KAQO</a>	<i>Llano Municipal Airport</i>	Llano, TX, USA			
50 W	<a href="#">City of Llano</a>	Avfuel	SS	\$4.36	20-Aug <a href="#">update</a>

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## Jet A prices within 50 miles of Georgetown, TX 78628

Airport / FBO		Jet A	
		\$2.76—\$6.82	average \$4.77
<a href="#">KGTU</a> 2 ENE	Georgetown Municipal Airport Georgetown, TX, USA		
		  FS \$5.11	<a href="#">GUARANTEED</a> 
		\$5.01	
		 AeroJet Center	 FS \$5.13 <a href="#">GUARANTEED</a>
<a href="#">T74</a> 15 ESE	Taylor Municipal Airport Taylor, TX, USA		
		Taylor Municipal Airport Avfuel SS \$3.00	26-Aug update
<a href="#">KEDC</a> 18 SSE	Austin Executive Airport Austin, TX, USA		
		  FS \$6.40	31-Aug update 
<a href="#">KGRK</a> 25 NNW	Robert Gray Army Airfield Fort Hood (Killeen), TX, USA		
		Killeen-Fort Hood Regional Airport FS \$4.55	29-Mar update
<a href="#">KILE</a> 25 N	Skylark Field Airport Killeen, TX, USA		
		Flight Line Services Avfuel SS \$3.60	25-Aug update
		FS \$4.55	
<a href="#">KBMQ</a> 28 W	Burnet Municipal Airport-Kate Craddock Field Burnet, TX, USA		
		Faulkner's Air Shop Avfuel FS \$4.50	26-Aug update
		SS \$4.50	
<a href="#">KAUS</a> 28 S	Austin-Bergstrom International Airport Austin, TX, USA		
		  FS \$6.69	01-Sep update
		  FS \$6.75	<a href="#">GUARANTEED</a> 
		Signature Flight Support independent FS \$6.82	01-Sep update
<a href="#">KTPL</a> 33 NNE	Draughon-Miller Central Texas Regional Airport Temple, TX, USA		
		General Aviation Terminal SS \$4.36	31-Aug update
		FS \$4.74	
<a href="#">KDZB</a> 35 WSW	Horseshoe Bay Resort Airport Horseshoe Bay, TX, USA		
		  FS \$4.99	20-Aug update



**T35**

40 ENE

*Cameron Municipal Airpark* Cameron, TX, USA[City of Cameron](#)NAV FUEL SS \$2.76 **GUARANTEED****KHYI**

47 S

*San Marcos Regional Airport* Austin, TX, USA

NAV FUEL FS \$5.29

01-Sep  
[update](#)**KGYB**

48 SE

*Giddings-Lee County Airport* Giddings, TX, USA

Sills Aviation Services LLC

SS

\$3.30

23-Aug  
[update](#)**KAQO**

50 W

*Llano Municipal Airport* Llano, TX, USA[City of Llano](#)

Avfuel

FS

\$3.60

20-Aug  
[update](#)

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City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

September 2021 GTAB Updates - Wesley Wright, P.E., Systems Engineering Director / Chris Pousson, CIP Manager.

**ITEM SUMMARY:**

**September 2021 GTAB Updates Cover Sheet**

**FM 971 - Realignment at Austin Avenue:**

TxDOT bid June of 2021 Low bid by CHASCO construction, contracts executed. Construction to begin 9-7-21

**Northwest Blvd:**

- Substantial completion and ribbon cutting to open road 8-27-21
- Punchlist items being addressed for final completion by the end of September

**DB Woods**

Project design to utilize existing ROW, Design is underway with typical sections currently under review along with bridge options.

Meeting held with DB Wood residents 7-29 to talk with them about their concerns. New section pushed out to residents

**Southwestern Blvd:**

- Preliminary alignment revised.
- Performing Hydrologic and Hydraulic calculations.
- ROW needs forwarded to Travis.

**SE Inner Loop:**

Subgrade complete final section and final culvert work 90%, base course install for final section underway, final paving to be installed this month.

**2020 Curb and Gutter**

Contractor has placed notifications on residents' doors. Curb work is 90% complete on Meadowbrook. Asphalt repairs need to be made.

**Rock Sidewalk / FY20 Downtown ADA sidewalk Improvements**

Contractor has completed work on Rock St between 8<sup>th</sup> and 9<sup>th</sup>. They are currently working on Rock St between 7<sup>th</sup> and 8<sup>th</sup> St. Curb and sidewalk are in on 7<sup>th</sup> St in front of Georgetown Title. Paving set for the week of 7/26.

**2021 Signal Improvements**

Shell Rd @ Verde Vista and Williams @ Estrella Crossing were bid July 22 with Austin traffic Signal as the low bid and recommended for award. Contracts being executed, work to begin April or May upon

receipt of poles.

### **2021 Intersection Pedestrian Safety Enhancements**

Design and survey underway for rectangular rapid flash beacons (RRFB) at the following locations. Cool Springs Way @ Cowan Creek Amenity Center, 5<sup>th</sup> Street @ Austin Ave., 8<sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot. 100% plans reviewed. Bids opened on July 12<sup>th</sup>. Austin Traffic Signal sole bidder for the project. Unit prices similar to previously bid project.

### **SH 29 Access Improvements – traffic signal**

Installation of light is complete and open to traffic at new signal.

### **2021 High Performance Pavement Seal Project #1**

GTAB Board and Council approved award in May 2021. Contracts signed and accepted. Cholla plans to start project week of September 13<sup>th</sup>. Should have a schedule and map phasing by end of this week or early next week.

### **2021 High Performance Pavement Seal Project #2**

Andale Construction contract was approved by GTAB Board and City Council in May 2021. Areas included in the project are Berry Creek, Quail Valley, Pleasant Valley and Gatlin Creek neighborhoods. Andale plans to start week of September 7-8<sup>th</sup>. Should have a schedule this week.

### **2021 HIPR project**

Area off Williams Dr./ HIPR at approx. 85% expected to finish this northern segment the first week of September. Downtown area to begin milling next week

### **FINANCIAL IMPACT:**

N/A

### **SUBMITTED BY:**

Chris Pousson

### **ATTACHMENTS:**

Description	Type
 September 2021 GTAB Updates	Presentation

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Contractor has completed work on Rock St between 8<sup>th</sup> and 9<sup>th</sup>. They are currently working on Rock St between 7<sup>th</sup> and 8<sup>th</sup> St. Curb and sidewalk are in on 7<sup>th</sup> St in front of Georgetown Title. Paving set for the week of 7/26.

### **2021 Signal Improvements**

Shell Rd @ Verde Vista and Williams @ Estrella Crossing were bid July 22 with Austin traffic Signal as the low bid and recommended for award. Contracts being executed, work to begin April or May upon receipt of poles.

### **2021 Intersection Pedestrian Safety Enhancements**

Design and survey underway for rectangular rapid flash beacons (RRFB) at the following locations. Cool Springs Way @ Cowan Creek Amenity Center, 5<sup>th</sup> Street @ Austin Ave., 8<sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot. 100% plans reviewed. Bids opened on July 12<sup>th</sup>. Austin Traffic Signal sole bidder for the project. Unit prices similar to previously bid project. GTAB and Council Approved, Contracts routed for signatures.



## **SH 29 Access Improvements – traffic signal**

Installation of light is complete and open to traffic at new signal.

## **2021 High Performance Pavement Seal Project #1**

GTAB Board and Council approved award in May 2021. Contracts signed and accepted. Cholla plans to start project week of September 13<sup>th</sup>. Should have a schedule and map phasing by end of this week or early next week.

## **2021 High Performance Pavement Seal Project #2**

Andale Construction contract was approved by GTAB Board and City Council in May 2021. Areas included in the project are Berry Creek, Quail Valley, Pleasant Valley and Gatlin Creek neighborhoods. Andale plans to start week of September 7-8<sup>th</sup>. Should have a schedule this week.

## **2021 HIPR project**

Area off Williams Dr./ HIPR at approx. 85% expected to finish this northern segment the first week of September. Downtown area to begin milling next week

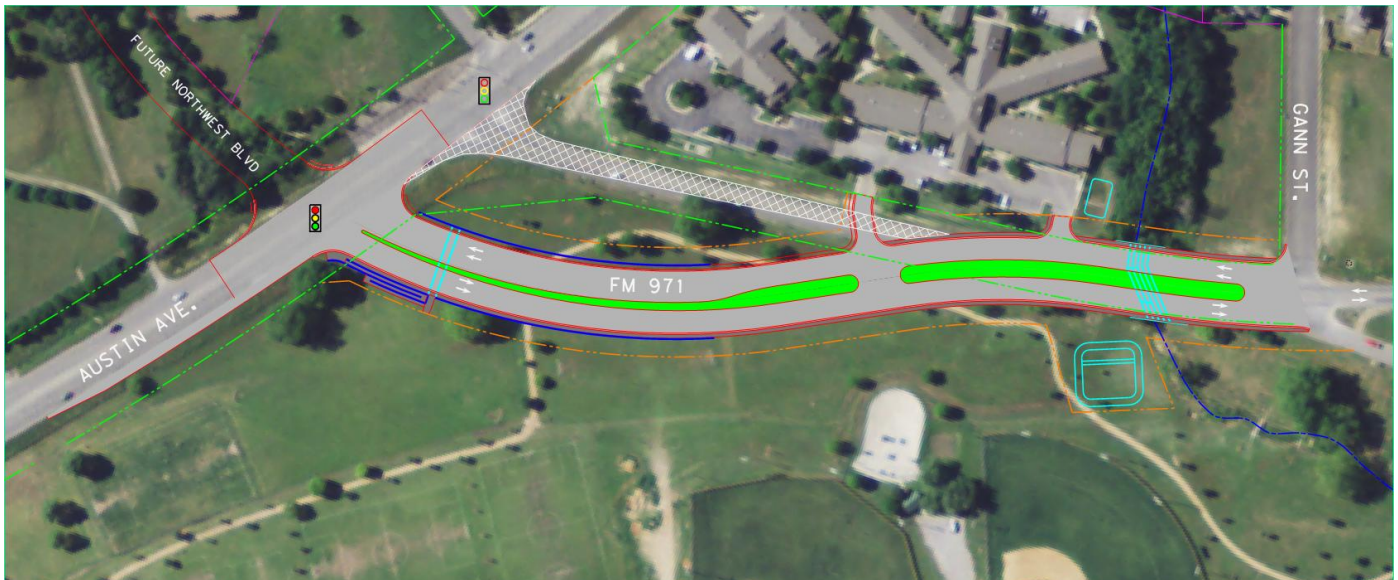
**FM 971 at Austin Avenue**  
**Realignment Intersection Improvements**  
**Project No. 1BZ TIP No. AG**  
**September 2021**

**Project Description** Design and preparation of final plans, specifications and estimates (PS&E) for the widening and realignment of FM 971 at Austin Avenue, eastward to Gann Street.

**Purpose** To provide a new alignment consistent with the alignment of the proposed Northwest Boulevard Bridge over IH 35; to allow a feasible, alternate route from the west side of I 35 to Austin Avenue, to Georgetown High School, to San Gabriel Park and a more direct route to SH 130.

**Project Managers** Joel Weaver

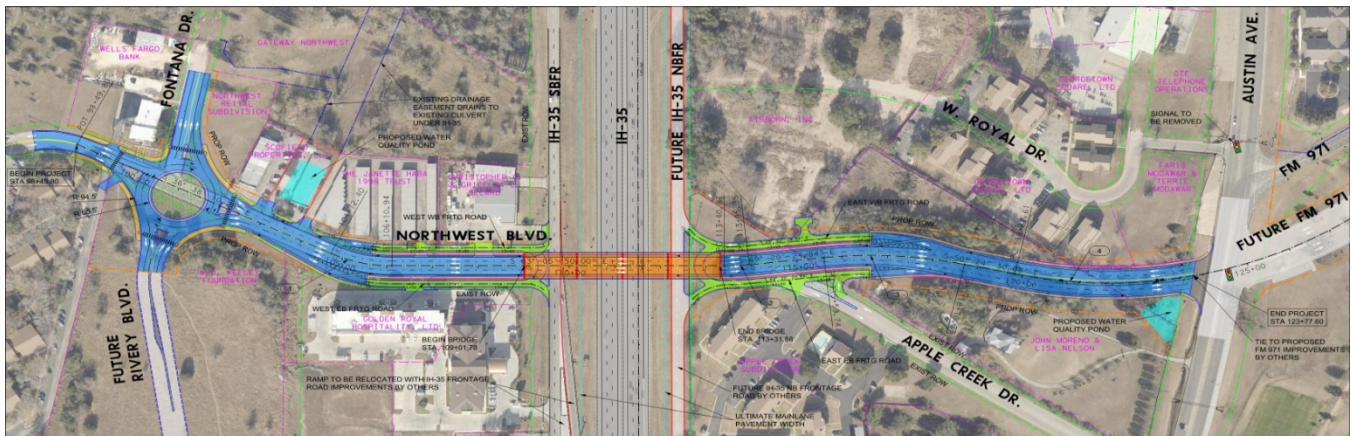
**Engineer** Klotz Associates, Inc.



Element	Status / Issues
Design	TxDOT bid June of 2021 Low bid by CHASCO construction, contracts finalized, work to begin September 7th
Environmental/ Archeological	Complete
Rights of Way	Final parcel preparing for closing
Utility Relocations	TBD
Construction	Utility relocation in the park complete
Other Issues	AFA with TxDOT complete.

**Northwest Boulevard  
(Fontana Drive to Austin Avenue)  
Project No. 5QX TIP No. AF  
September 2021**

<b>Project Description</b>	Construction of overpass and surface roads to connect Northwest Boulevard with Austin Avenue and FM 971.
<b>Purpose</b>	This project will relieve congestion at the Austin Avenue/Williams Drive intersection and provide a more direct access from the west side of IH 35 corridor to Georgetown High School and SH 130 via FM 971.
<b>Project Manager</b>	Joel Weaver and Wesley Wright, P.E.
<b>Engineer</b>	Klotz Associates

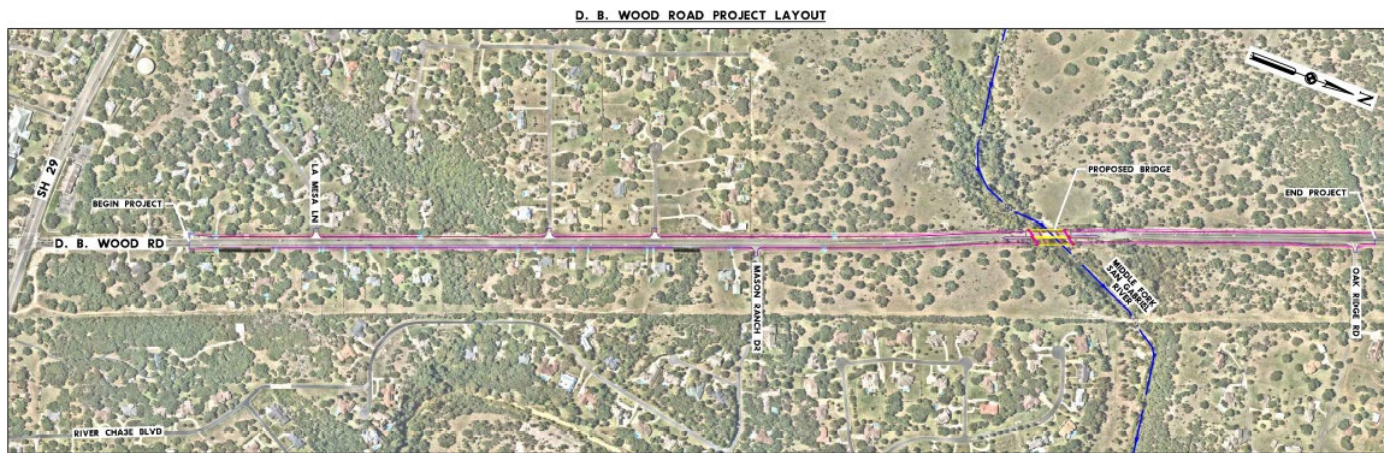


Element	Status / Issues
<b>Design</b>	Design Complete
<b>Environmental/ Archeological</b>	Complete
<b>Rights of Way</b>	ROW Documents are being finalized. All offers have been made. 8 Parcels required. 5 acquired, 1 in closing, 2 in condemnation.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	<ul style="list-style-type: none"> <li>Substantial completion and ribbon cutting to open road 8-27-21</li> <li>Punchlist items being addressed for final completion by the end of September</li> </ul>
<b>Other Issues</b>	



**D B Wood Widening**  
**Project No. PRJ000188   TIP No.**  
**September 2021**

<b>Project Description</b>	D.B . Wood (SH 29 to Oak Ridge) ,Roadway improvements on DB Wood from SH29 to Oak Ridge Drive. Expanding Roadway from 2 lanes to 5 lanes (4 travel lanes w/turn lanes).
<b>Purpose</b>	To manage current and future traffic flow
<b>Project Manager</b>	Joel Weaver
<b>Engineer</b>	Kimely-Horn and Associates. Inc.



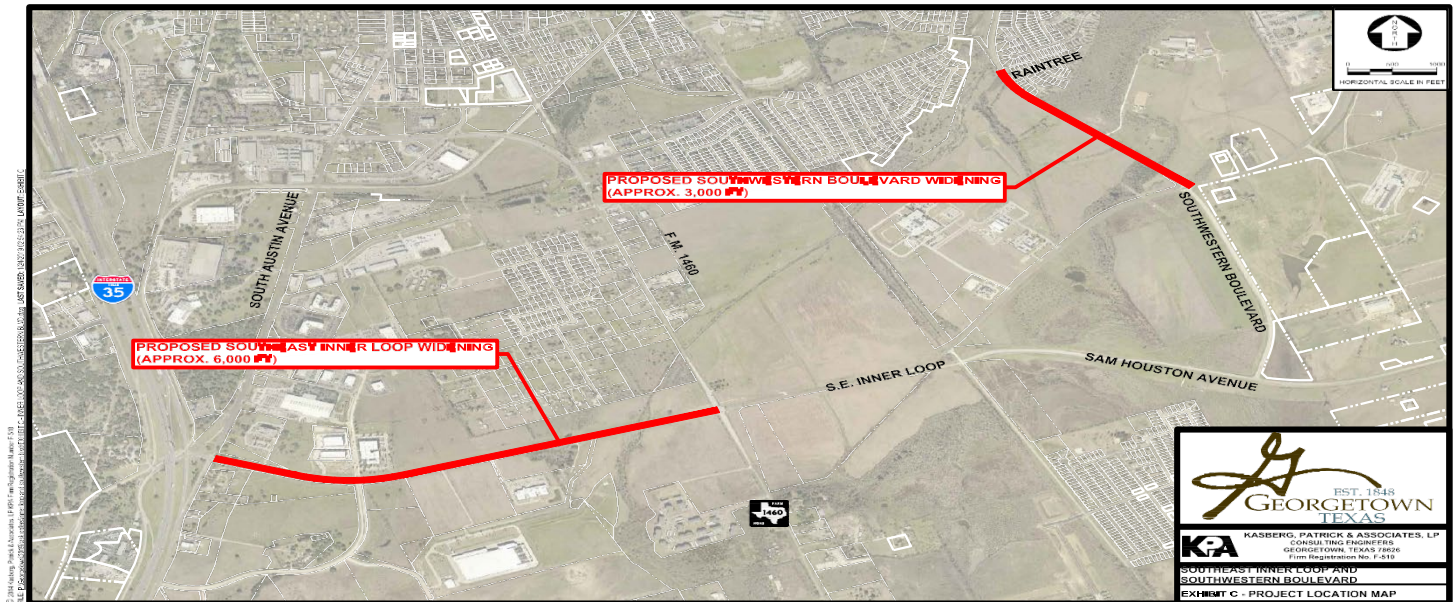
Element	Status / Issues
<b>Design</b>	Design is underway with typical sections currently under review along with bridge options. Meeting held with DB Wood residents 7-29 to talk with them about their concerns. New section pushed out to community
<b>Surveying</b>	Survey is underway
<b>Environmental/ Archeological</b>	Underway
<b>Rights of Way</b>	Project design to utilize existing ROW
<b>Utility Relocations</b>	TBD
<b>Construction</b>	N/A
<b>Other Issues</b>	None

**Widening of: SE Inner Loop - FM 1460 to Austin Avenue Roadway &  
Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway  
September 2021**

**Project Description** FM 1460 to Austin Avenue Roadway Widening Project & Southwestern Boulevard – Raintree Drive to SE Inner Loop Roadway Widening Project (See Attached Exhibit C). The professional services will consist of providing final roadway, drainage, water, wastewater, incidental designs, as well as, utility coordination, ROW support, environmental phase I investigations, archeological investigations, geotechnical investigations, ROW & Temporary Construction Easement (TCE) metes and bounds documents, bidding documents, bidding services, and construction administration services.

**Project Managers** Joel Weaver and Wesley Wright, P.E.

**Engineer** KPA & Associates



Element	Status / Issues		
<b>Design</b>	Southwestern: <ul style="list-style-type: none"> <li>• Preliminary alignment revised</li> <li>• Performing Hydrologic and Hydraulic calculations</li> <li>• ROW needs forwarded to Travis</li> </ul>		
<b>Environmental/ Archeological</b>	<b>Efforts to begin April 2019 and any issues are expected to be identified in the coming month.</b>		
<b>Rights of Way</b>	<b>ROW needs on Southwestern to be determined</b>	Total Parcels:	<b>0</b>
		Possession:	<b>0</b>
		Pending:	<b>0</b>
<b>Utility Relocations</b>	<b>To be determined</b>		
<b>Construction</b>	SE Inner Loop: Subgrade complete final section and final culvert work 90%, base course install for final section underway, final paving to be installed this month.		
<b>Other Issues</b>	None.		

**2020 Curb and Gutter**  
**Project No. PRJ000024   TIP No. None**  
**Updated - September 2021**

**Project Description**      Design and preparation of final plans, specifications and estimates (PS&E) and construction administration for curb and gutter replacements on Meadowbrook Drive, Oakland Drive and Ridge Oak Drive.

**Purpose**                      This project consists of removing and replacing old curb and gutter that do not properly drain storm water and prematurely damage streets.

**Project Managers**        Chris Pousson / Chris Logan

**Engineer**                    KPA

**Contractor**                Yoko Excavating

Element	Status / Issues
<b>Design</b>	Design is complete.
<b>Environmental/ Archeological</b>	N/A
<b>Rights of Way</b>	N/A
<b>Utility Relocations</b>	None
<b>Bid Phase</b>	Project is advertised. Bid Opening held on December 15 <sup>th</sup> , 2020. Yoko Excavating LLC low qualified bidder. GTAB approved award on February 12 <sup>th</sup> , Council approved award on February 23 <sup>rd</sup> .
<b>Construction</b>	Work on Meadowbrook is complete minus some punchlist items. Curb is half complete on Oakland Dr. Ridge Oak to start in 2 <sup>nd</sup> week of September.
<b>Other Issues</b>	

**Citywide Sidewalk Improvements Project**  
**Rock Sidewalk / FY 20 Downtown ADA Improvements**  
**Project No. PRJ000138    TIP No. None**  
**Updated - September 2021**

<b>Project Description</b>	The proposed project consists of the rehabilitation and installation of pedestrian facilities along several streets on Rock Street between 8 <sup>th</sup> and 7 <sup>th</sup> and Downtown ADA Sidewalk Improvements. Various methods of rehabilitating existing non-compliant sidewalks will be considered. This project requires coordination with TCEQ and TDLR and all proposed pedestrian elements will be ADA compliant with the Texas Accessibility Standards (TAS).
<b>Purpose</b>	To provide ADA/TDLR compliant sidewalks and ramps identified in the 2015 Sidewalk Master Plan.
<b>Project Managers</b>	Chris Pousson
<b>Engineer</b>	KPA
<b>Contractor</b>	TBD

<b>Element</b>	<b>Status / Issues</b>
<b>Design</b>	Finalizing design with Facilities and Park departments. Submitting TCEQ WPAP Exception.
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way / Easements</b>	Will require a couple Temporary Construction easement. TCO has been acquired by Georgetown Title Company.
<b>Utility Relocations</b>	TBD
<b>Construction</b>	Three corners at Rock and 7 <sup>th</sup> are complete. Working mid block on Rock and are aiming to complete the crosswalks at that intersection by the end of September. They plan on moving over to 7 <sup>th</sup> and Austin after Poppy is over.
<b>Other Issues</b>	

## Signal Improvements – Various Locations

Project No. PRJ000214 TIP No. None

September 2021

**Project Description** Design and preparation of Plans, Specifications, Estimate, Bidding Documents, and construction phase services for the construction of signal improvements for the intersections of Williams Drive & Estrella Crossing, Shell Road & Verde Vista and SE Inner Loop & Rockride Lane.

**Purpose** To better manage traffic movements at the intersection.

**Project Manager** Joel Weaver

**Engineer** KPA

Element	Status / Issues
Design	Shell Rd @ Verde Vista and Williams @ Estrella Crossing were bid July 22 with Austin traffic Signal as the low bid and recommended for award. Contracts being executed, work to begin April or May upon receipt of poles.
Surveying	Completed
Environmental/ Archeological	TBD
Rights of Way	TBD
Utility Relocations	TBD
Construction	Rock Ride and SE Innerloop contract awarded. Traffic Signal poles and mast arms are on delivery. Contractor EARTC
Other Issues	None



## 2021 Intersection Pedestrian Safety Enhancements

Project No. PRJ000215 TIP No. None

Updated - September 2021

<b>Project Description</b>	Design and preparation of Plans, Specifications, Estimate, Bidding Documents and construction phase services for the construction of intersection pedestrian safety enhancements at the intersections of Cool Springs Way @ Cowan Creek Amenity Center, 5 <sup>th</sup> Street @ Austin Ave, 7 <sup>th</sup> Street @ Library (new parking lot) and Industrial Ave @ GMC remote parking lot.
<b>Purpose</b>	To enhance pedestrian safety at intersections with push button activated rapid flashing beacons to alert drivers of pedestrian presence.
<b>Project Manager</b>	Joel Weaver
<b>Engineer</b>	KPA

Element	Status / Issues
<b>Design</b>	100% plans reviewed. Bids opened July 12th, Austin Traffic Signal was sole bidder. GTAB and Council approved contract award to ATS. Contracts being routed for signatures.
<b>Surveying</b>	Completed
<b>Environmental/ Archeological</b>	TBD
<b>Rights of Way</b>	TBD
<b>Utility Relocations</b>	TBD
<b>Construction</b>	TBD
<b>Other Issues</b>	None

**2021 Street Maintenance**  
**Project No. PRJ000211 / PRJ000212 TIP No. None**  
**Updated - September 2021**

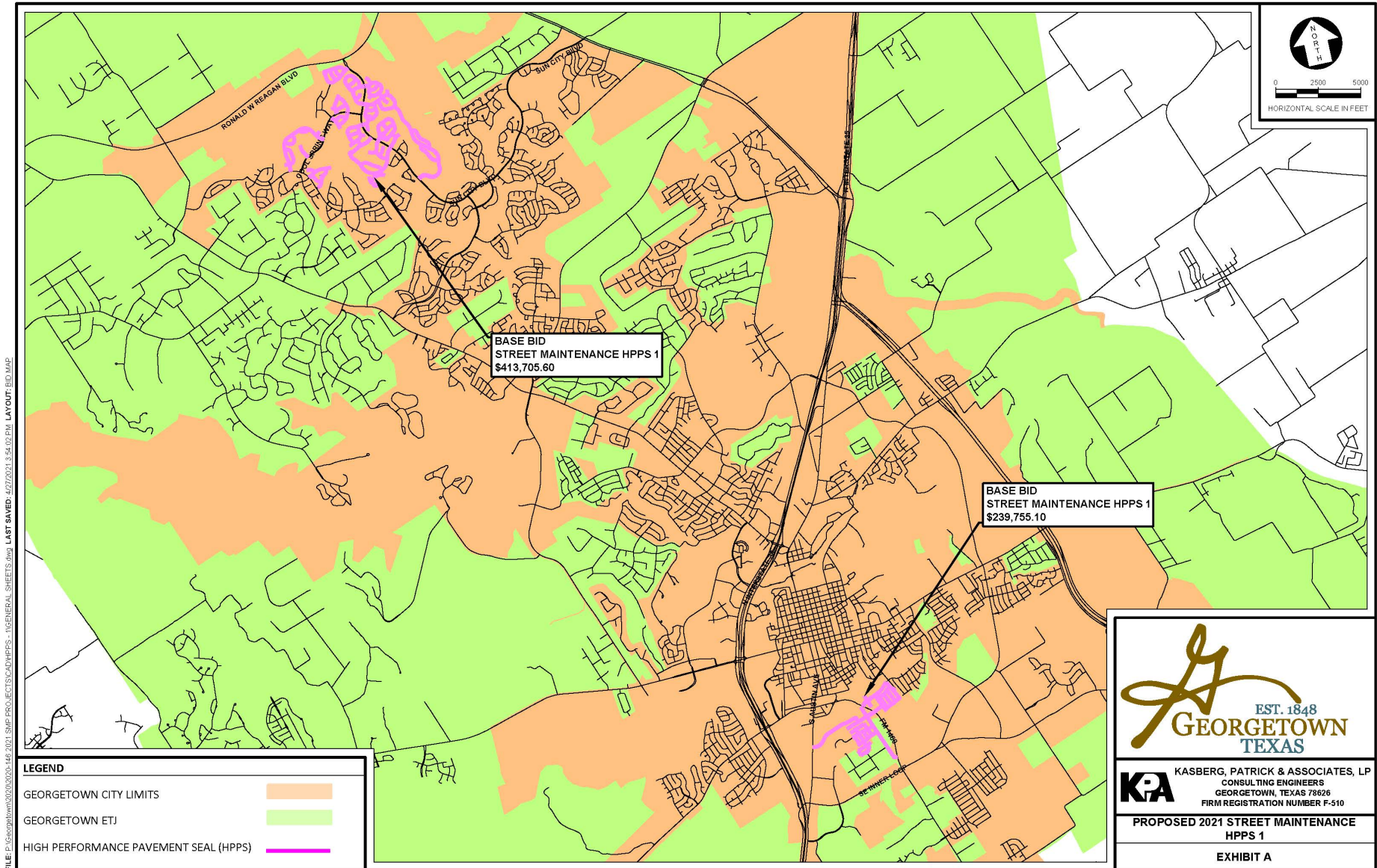
**Project Description** 2021 CIP Maintenance project consist of furnishing and installing approximately 230,000 square yards of high performance pavement seal (PMM) and approximately 190,000 square yards of high performance pavement seal (HA5) traffic control, and miscellaneous striping in Sun City, Berry Creek, Gatlin Creek, Reata Trails, Quail Valley and Pleasant valley neighborhoods.

**Purpose** To provide protection and maintain an overall pavement condition index of 85%

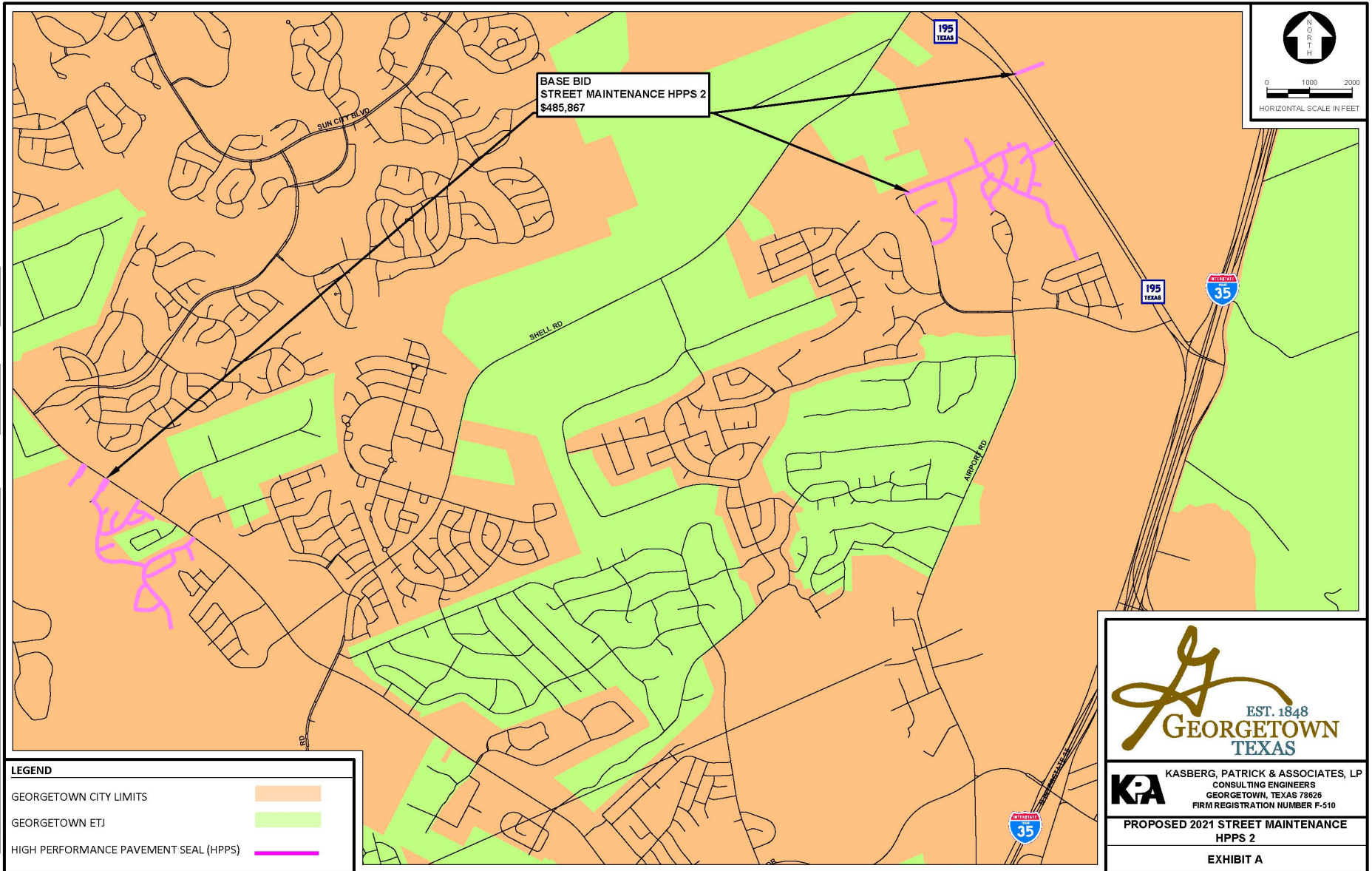
**Project Manager** Daniel Havins

**Engineer/Engineers** KPA, LP

Task	Status / Issues
<b>High performance pavement seal Package #1 (PMM)</b>	GTAB Board and Council approved award in May 2021. Contracts signed and accepted. Schedules being developed. Tentative to start September 17th
<b>High performance pavement seal Package #2 (HA5)</b>	Andale Construction contract was approved by GTAB Board and City Council in May 2021. Areas included in the project are Berry Creek, Quail Valley, Pleasant Valley and Gatlin Creek neighborhoods. Tentative start date is September 10 <sup>th</sup> .

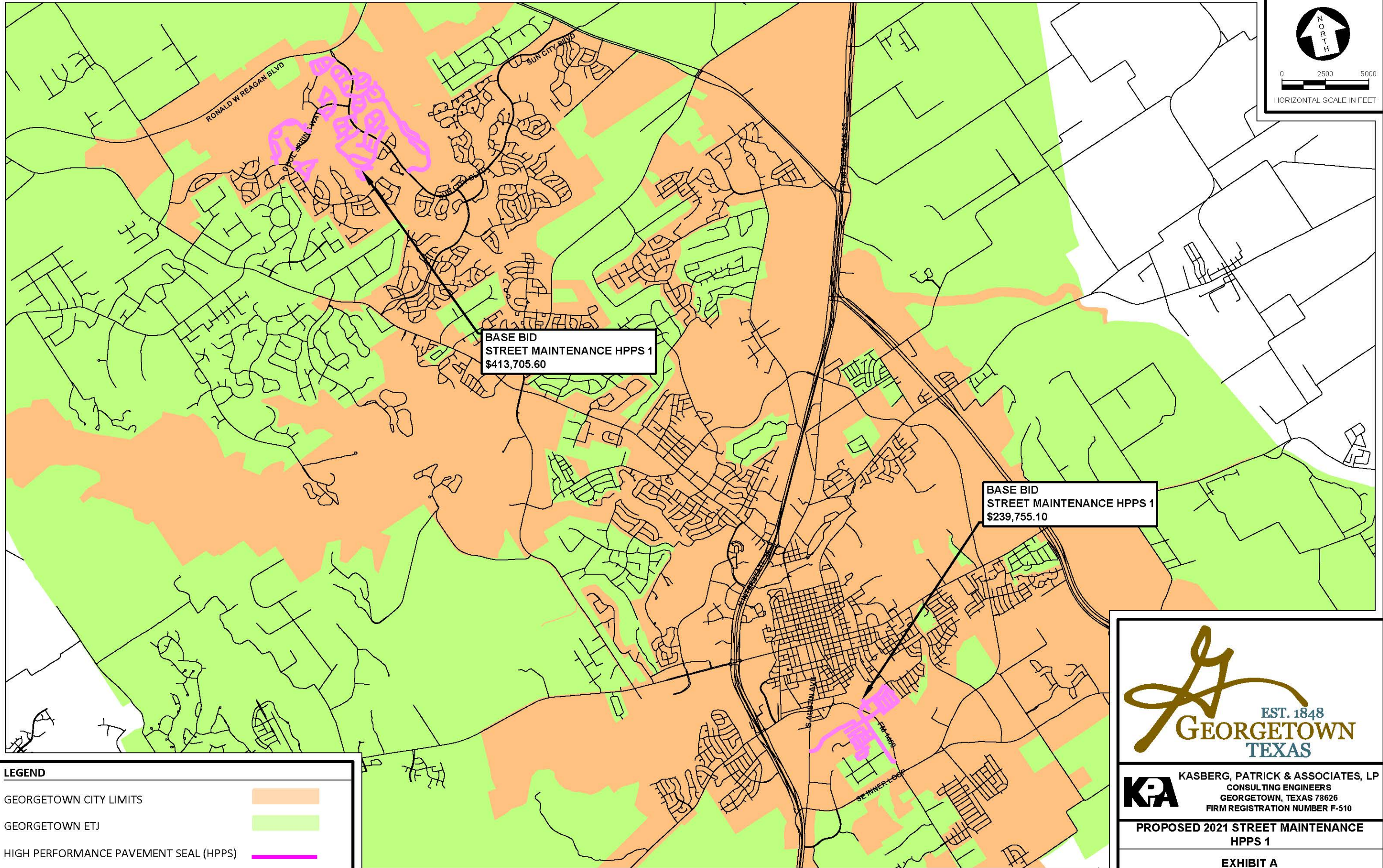


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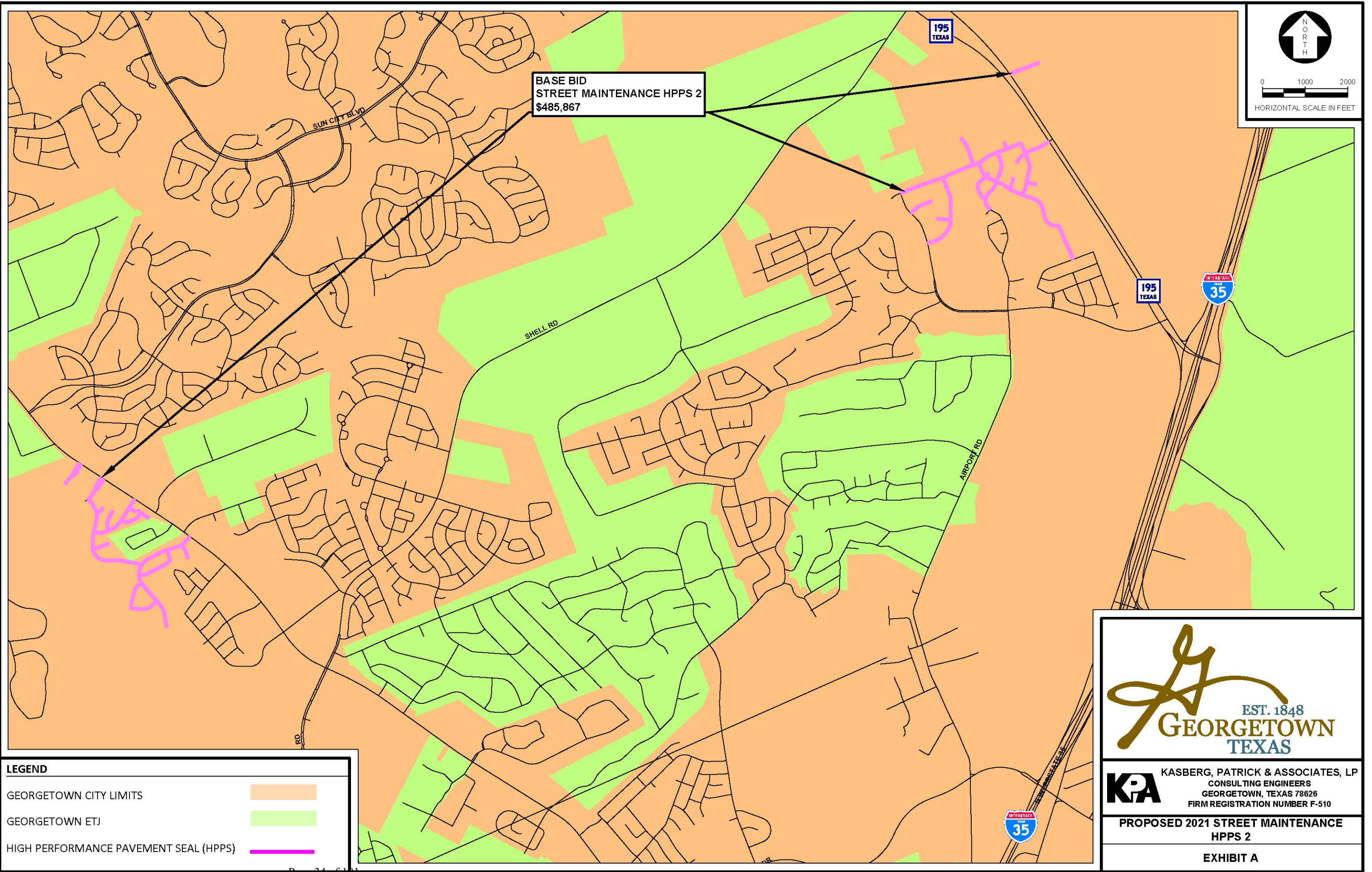


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**Project:** 2021 Street Maintenance Hot In Place Recycling (HIPR)

Project# PRJ000210

September 2021

**Project Description:** This project will consist of furnishing and installing approximately 115,000 square yards of hot-in-place asphalt recycling, edge milling, adjustment of water valves and manholes, tree pruning, traffic control and miscellaneous striping.

**Purpose:** The purpose of this project is to maintain high Pavement Condition Indices (PCI) by Hot-In-Place asphalt recycling within the City Street Maintenance Program

**Project Manager:** Joel Weaver

**Engineer:** KPA

**Contractor:** Cutler repaving

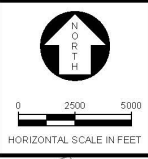
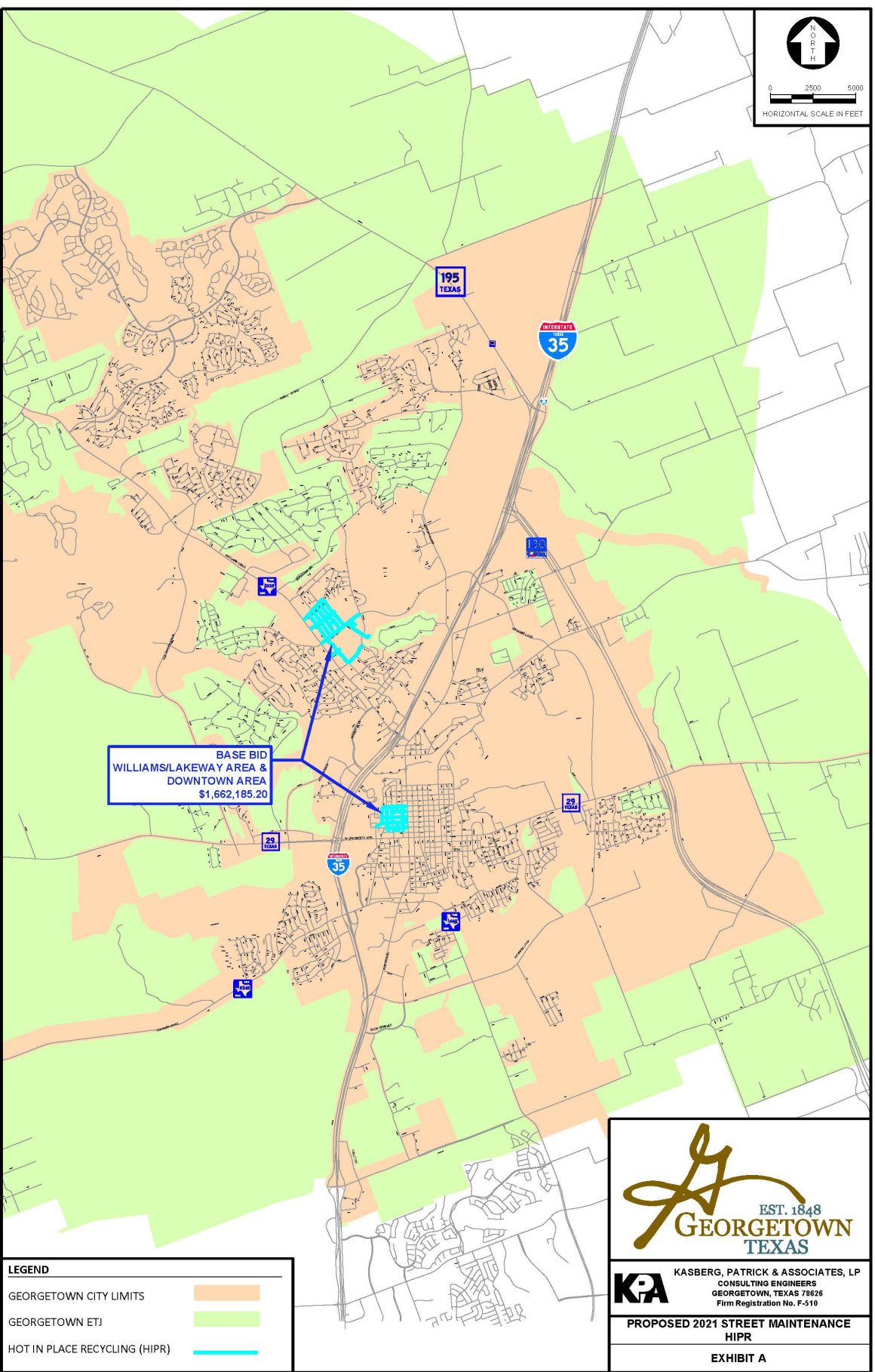
Phase	Start	Finish	Status / Comments
Preliminary Engineering	10/ 2020	1/ 2021	
ROW / Easements	N/A	N/A	
Bid / Award Bid #	Bid 4-22 \$1,662,185.20	TBD	Total cost / Sq. Yd 2021 \$14.45 (2020 \$13.88)
Construction	TBD	TBD	Area off Williams Dr./ HIPR at aprx 85% expected to finish this northern segment the first week of September. Downtown area to begin milling next week
Post Construction			







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LEGEND	
GEORGETOWN CITY LIMITS	
GEORGETOWN ETJ	
HOT IN PLACE RECYCLING (HIPR)	



EST. 1848  
**GEORGETOWN**  
TEXAS



KASBERG, PATRICK & ASSOCIATES, LP  
CONSULTING ENGINEERS  
GEORGETOWN, TEXAS 78626  
Firm Registration No. F-510

**PROPOSED 2021 STREET MAINTENANCE  
HIPR**

**EXHIBIT A**

City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

August 2021 Financial Overview of Airport Fund-Nathan Parras, Assistant Finance Director

**ITEM SUMMARY:**

August 2021 Financial Overview of Airport Fund -Nathan Parras, Assistant Finance Director

**FINANCIAL IMPACT:**

.

**SUBMITTED BY:**

Nathan Parras, Assistant Finance Director

**ATTACHMENTS:**

Description		Type
☐	Financial Report	Backup Material
☐	Financial Presentation	Presentation
☐	Financial Summary	Backup Material

## GTAB FINANCIAL REPORT AS OF AUGUST 31, 2021

### COG - Airport Operations Financial Report

Period: Aug-21

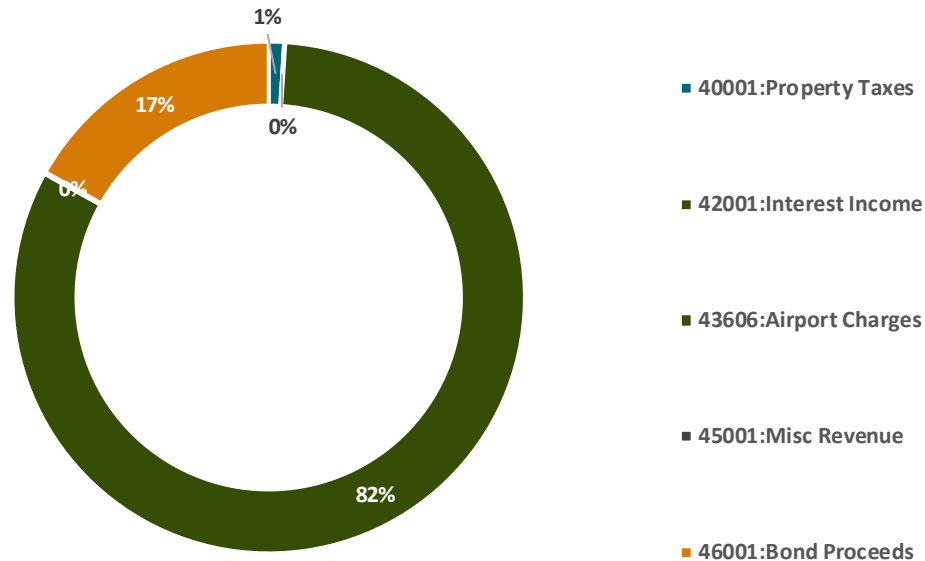
	Budget	Period	YTD Actuals	Budget Vs. Actuals		Actuals Vs. Projections	
	FY2021	Aug-21	YTD Actuals w/Encumbrances	Variance	% of Budget	Projections	% of Projections
<b>Beginning Fund Balance</b>	<b>1,463,499</b>		<b>1,463,499</b>	<b>-</b>	<b>100.00%</b>	<b>1,463,499</b>	<b>100.00%</b>
<b>Operating Revenue</b>							
40001:Property Taxes	40,000	-	-	(40,000)	0.00%	57,000	0.00%
42001:Interest Income	3,000	-	3,423	423	114.09%	3,129	109.39%
43606:Airport Charges	3,908,500	351,485	3,468,229	(440,271)	88.74%	3,754,800	92.37%
<b>Operating Revenue Total</b>	<b>3,951,500</b>	<b>351,485</b>	<b>3,471,652</b>	<b>(479,848)</b>	<b>87.86%</b>	<b>3,814,930</b>	<b>91.00%</b>
<b>Operating Expense</b>							
Personnel	464,472	38,911	390,083	74,389	83.98%	465,860	83.73%
Operations	3,559,192	285,968	4,101,466	(542,274)	115.24%	3,416,469	120.05%
Operating Capital	404,067	-	19,839	384,228	4.91%	105,255	18.85%
<b>Operating Expense Total</b>	<b>4,427,731</b>	<b>324,879</b>	<b>4,511,387</b>	<b>(83,656)</b>	<b>101.89%</b>	<b>3,987,583</b>	<b>113.14%</b>
<b>Total Net Operations</b>	<b>(476,231)</b>	<b>26,606</b>	<b>(1,039,736)</b>	<b>(396,192)</b>	<b>218.33%</b>	<b>(172,654)</b>	<b>602.21%</b>
<b>Non-Operating Revenue</b>							
44001:Grant Revenue	-	-	156,980	156,980	0.00%	157,000	99.99%
45001:Misc Revenue	5,000	-	2,250	(2,750)	45.00%	1,000	225.00%
46001:Bond Proceeds	700,000	-	650,000	(50,000)	92.86%	650,000	100.00%
46002:Bond Premium	-	-	64,186	64,186	0.00%	64,186	100.00%
<b>Non-Operating Revenue Total</b>	<b>705,000</b>	<b>-</b>	<b>873,417</b>	<b>168,417</b>	<b>123.89%</b>	<b>872,186</b>	<b>100.14%</b>
<b>Non-Operating Expense</b>							
CIP Expense	750,000	-	-	750,000	0.00%	750,000	0.00%
Debt Service	158,931	25	30,898	128,033	19.44%	158,931	19.44%
<b>Non-Operating Expense Total</b>	<b>908,931</b>	<b>25</b>	<b>30,898</b>	<b>878,033</b>	<b>3.40%</b>	<b>908,931</b>	<b>3.40%</b>
<b>Net Non-Operations</b>	<b>(203,931)</b>	<b>(25)</b>	<b>842,519</b>	<b>1,046,449</b>	<b>-413.14%</b>	<b>(36,745)</b>	<b>-2292.89%</b>
Excess (Deficiency) of Total Revenue over Total Requirements	(680,162)	26,581	(197,217)	482,944	-71.00%	(209,398)	94.18%
<b>Ending Fund Balance</b>	<b>783,337</b>	<b>26,581</b>	<b>1,266,282</b>	<b>482,945</b>	<b>161.65%</b>	<b>1,254,101</b>	<b>100.97%</b>
<b>Reserves</b>							
Contingency Reserves	332,917		332,917		100.00%	332,917	100.00%
Debt Service Reserve	141,478		141,478		100.00%	141,478	100.00%
<b>Reserves Total</b>	<b>474,395</b>		<b>474,395</b>		<b>100.00%</b>	<b>474,395</b>	<b>100.00%</b>
<b>Available Fund Balance</b>	<b>308,942</b>	<b>26,581</b>	<b>791,887</b>	<b>482,945</b>	<b>256.32%</b>	<b>779,706</b>	<b>101.56%</b>





# Airport Revenue

- FY2021 Revenue Budget



- Revenue Budget Sources

- FY2021 Revenue Budget totals \$4,656,500
- Operating Revenue
  - Airport Charges:
    - Fuel Sales 64%, including Midyear Budget Amendment addition of \$500,000
    - Hangar Rentals 10%
    - Facility Leases 5%
- Non-Operating Revenue
  - Bond Proceeds \$700,000



# Airport Operating Revenue

## COG - Airport Operations Financial Report

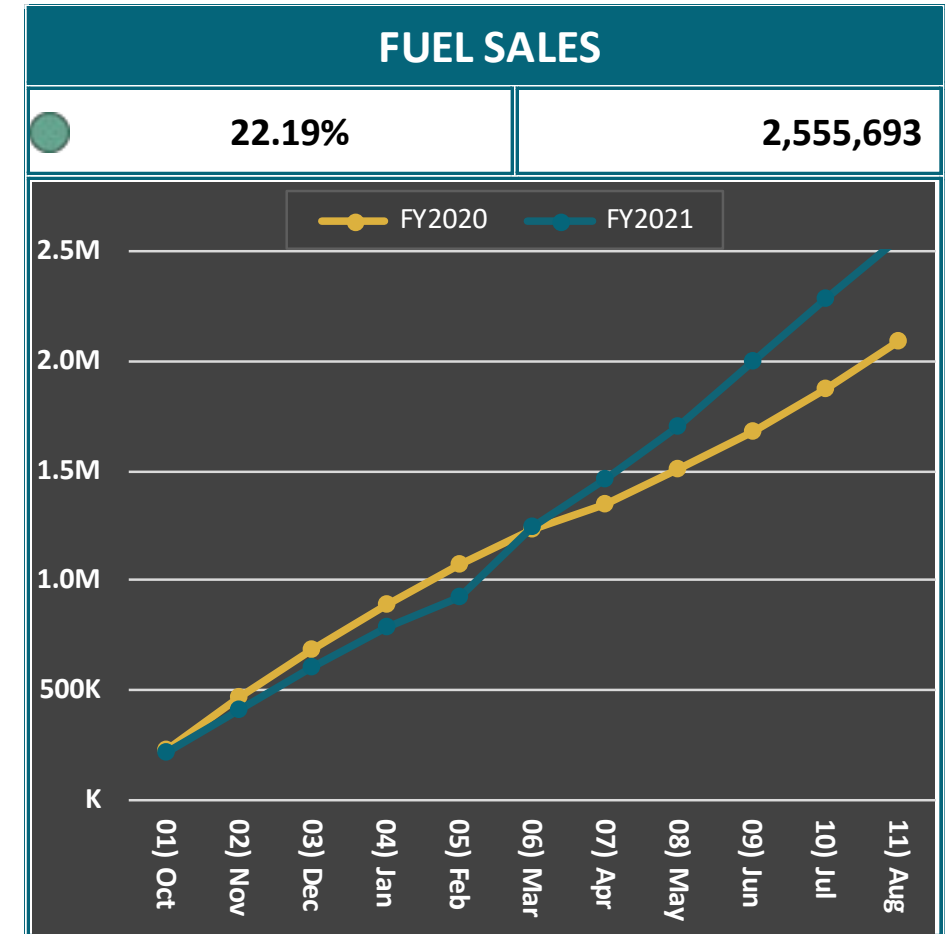
Period: Aug-21

	Budget	YTD Comparison				YTD Budget Comparison	
	FY2021	Aug-20	Aug-21	Variance	% Variance	Variance from Budget	% of Budget
<b>Operating Revenue</b>							
40001:Property Taxes	40,000	-	-	-	0.00%	● (40,000) ●	0.00%
42001:Interest Income	3,000	17,795	3,423	(14,372)	-80.77%	● 423 ●	114.09%
43606:Airport Charges	3,908,500	2,939,366	3,468,229	528,863	17.99%	● (440,271) ●	88.74%
<b>Operating Revenue Total</b>	<b>3,951,500</b>	<b>2,957,161</b>	<b>3,471,652</b>	<b>514,491</b>	<b>17.40%</b>	● (479,848) ●	87.86%



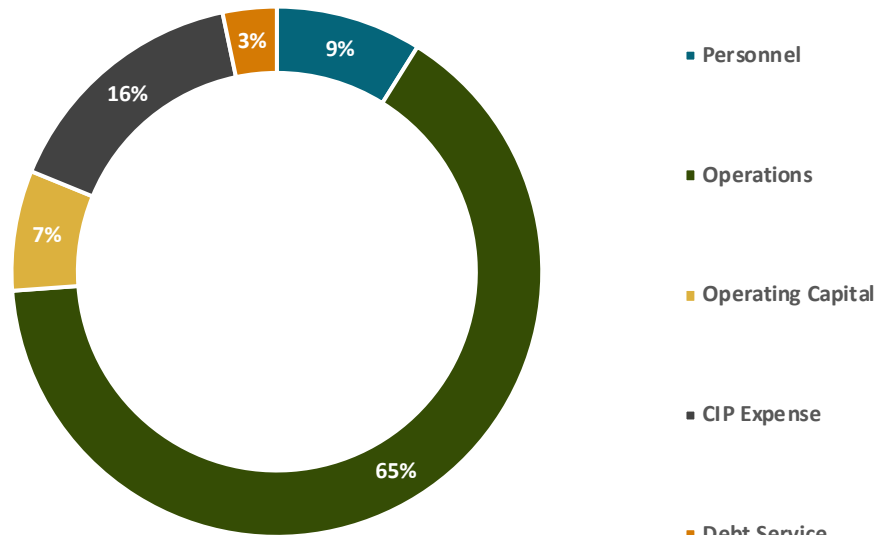
# Airport Operating Revenue

- Operating Revenue
  - Fuel revenue total 75.92% of the operating revenue budget, or \$3.0 million.
    - Amended fuel revenue by \$500,000 as part of the mid-year budget amendment
  - Year-to-date fuel revenue totals \$2.555 million, 85.19% of budget
  - FY2021 year-to-date fuel revenue are 22.19% more than FY2020 year-to-date collections



# Airport Expenses

- FY2021 Expense Budget



- Expense Budget Sources

- FY2021 Expense Budget totals \$5,336,662
- Operating Expense
  - Personnel 9%
  - Operations 67%, including Midyear Budget Amendment increase of \$500,000
  - Operating Capital 7%
- Non-Operating Expense
  - CIP Expense 14%
    - \$750,000 Airport Maintenance Facility
  - Debt Service 3%

# Airport Operating Expenses

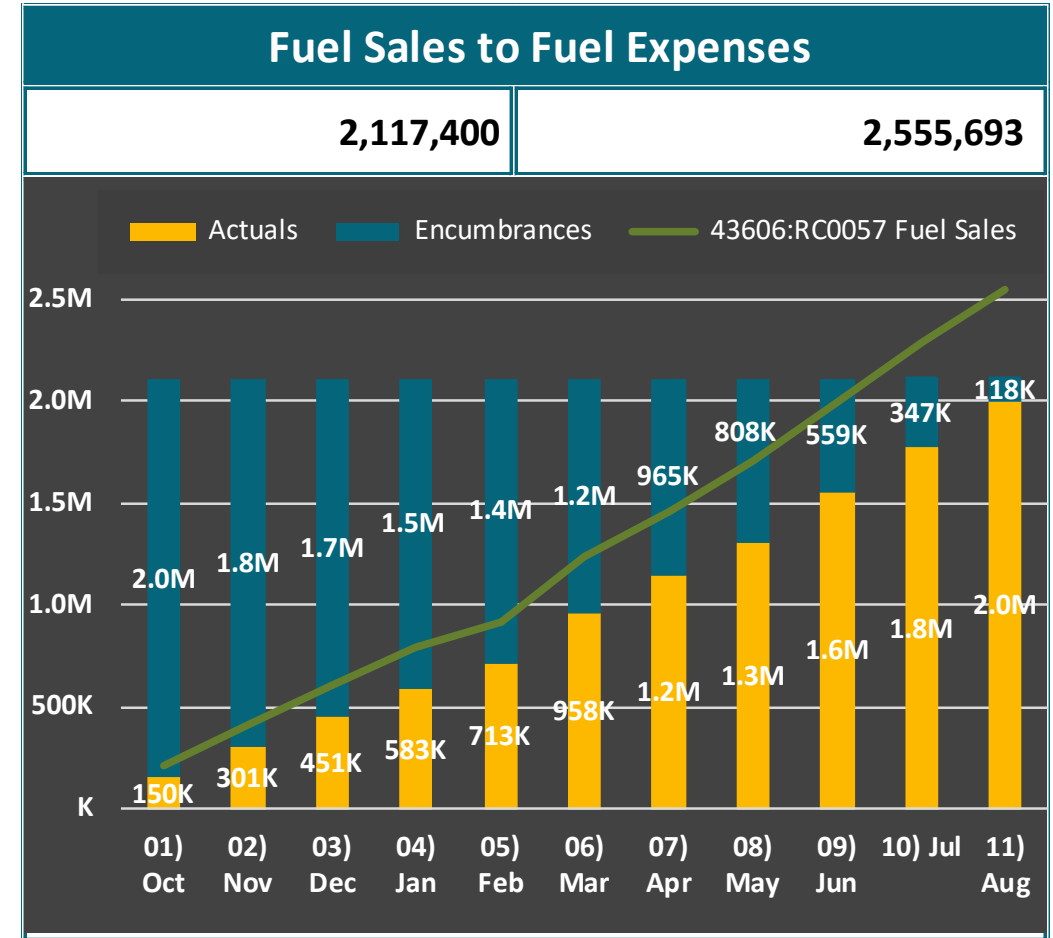
## COG - Airport Operations Financial Report

Period: Aug-21

	Budget	YTD Actuals w/Encumbrances Comparison				YTD Budget Comparison	
		YTD Actuals w/Encumbrances	YTD Actuals w/Encumbrances			Variance from	
	FY2021	: Aug-20	: Aug-21	Variance	% Variance	Budget	% of Budget
Operating Expense							
Personnel	464,472	410,817	390,083	20,734	-5.05%	<div><div></div></div> 74,389	<div><div></div></div> 83.98%
Operations	3,559,192	1,665,899	4,101,466	(2,435,566)	146.20%	<div><div></div></div> (542,274)	<div><div></div></div> 115.24%
Operating Capital	404,067	21,602	19,839	1,763	-8.16%	<div><div></div></div> 384,228	<div><div></div></div> 4.91%
Operating Expense Total	4,427,731	2,098,318	4,511,387	(2,413,070)	115.00%	<div><div></div></div> (83,656)	<div><div></div></div> 101.89%

# Airport Operating Expense

- Operating Expense – Aviation Fuel
  - Aviation Fuel expense totals 59% of operating expense, or \$2.6 million
  - Aviation Fuel actuals plus encumbrances total \$2.117 million.
    - Actuals total \$1,998,943
    - Encumbrances total \$118,458



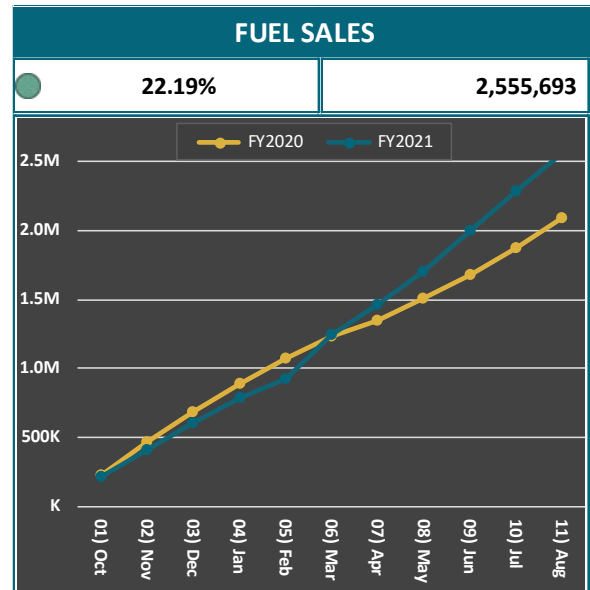
# Questions

## GTAB MONTHLY REPORT AS OF AUGUST 31, 2021

**Operating revenues** include fuel sales, leases, and all other revenue. The operating revenue budget totals \$3,951,500. This includes recognizing the Midyear Budget Amendment increasing fuel sales by \$500,000. Year-to-date operating revenue totals \$3,471,652, or 87.86% of the operating revenue budget.

Fuel is the largest revenue stream in the fund and represents \$3,000,000, or 75.92% of budgeted operating revenues. Through the period, fuel sales total \$2,555,693, or 85.19% the fuel budget. Year-to-date fuel sales are up by 22.19% relevant to the same time last fiscal year. Fuel sales are tracked every month by staff and are part of the Airport's performance metrics.

Hangar rental revenues are the second largest stream of revenue for the Airport, representing 12.02% budgeted operating revenues. Year-to-date, hangar revenue totals \$429,280 or 90.37% of budget. Occupancy rates continue to be strong. The stated goal per the Airport performance management program is to have occupancy rates over 90%. In fiscal year 2021, the Airport has monthly basis continues to meet this goal.



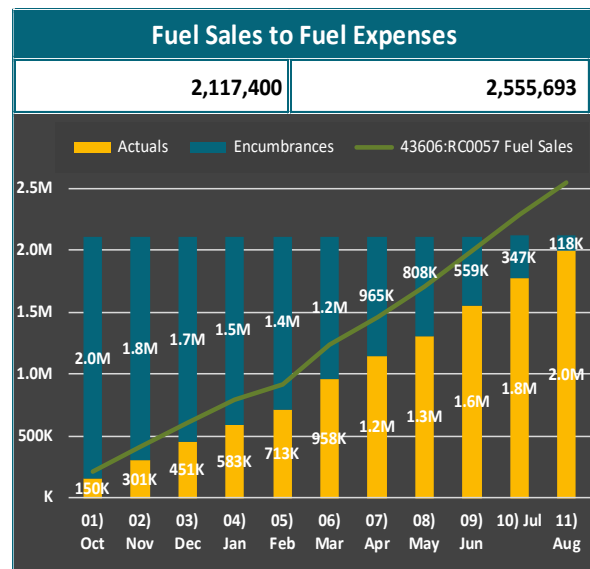
**Operating expenses** include personnel costs, airport operations, ongoing capital maintenance, and fuel for resale.

Airport operating expenses total budget is \$4,427,731. Year-to-date personnel expenses total \$390,083, or 83.98% of budget. Year to date personnel costs include the addition of 1 full time employee, who was transferred from Customer Care to Airport as part of the Midyear Budget Amendment. The City has experienced 23 of 26 pay periods through this period, or 88.46% of total cycles. Other Airport operational related expenses include internal service and administrative allocation charges, fuel expenses, and various other operating expense. Internal service charges total \$277,348, or 83.33% of budget. Administrative allocation totals \$118,062, or 91.15% of budget.

Fuel expense is the largest expense of the Airport operating budget totaling \$2,600,000, or 58.72% of the operating budget. Fuel expense budget was amended in the Midyear Budget Amendment in the amount of \$500,000. Year-to-date fuel expense \$2,117,400, or 81.44% of budget. Fuel is encumbered at the beginning of the fiscal year and liquidated throughout the year. At the end of this period, there \$118,458 of encumbered funds for the remainder of the fiscal year.

At the time of this report, the Finance team is actively working with our ERP company to address and liquidate the identified purchase order balance to \$0. This will decrease the actual expense in the fund by \$1,266,739.

Operating capital includes items that are typically routine in nature such as pavement maintenance, hangar maintenance, and wildlife management. The budget for operating capital totals \$404,067, or 9.13% of the operating budget. Year-to-date operating capital expenses totals \$19,839.





**Non-operating revenues** budget includes a total of \$705,000 for bond proceeds and miscellaneous revenue for the year. The Airport fund anticipates to issue bond proceeds in the amount of \$700,000 for the construction of a new maintenance facility.

**Non-operating expenses** have a total budget of \$908,931, year to date spending totals \$30,898. The Airport will use \$750,000 in CIP expense for the construction of a new maintenance facility. The non-operating budget amount is for the Airport funds debt service payment. The debt service payment is made up of principal reduction, \$89,813, and interest expense, \$53,618.

#### **FY2021 REVENUE PROJECTIONS:**

Staff will monitor FY2021 projections as the end of the fiscal year approaches. Total **operating revenues** are projected to end FY2021 at \$3,814,930. The largest component of operating revenue is fuel sales revenue, which is projected to end the year at \$2,761,200. Through the quarter, actuals make up 91.00% of total operating revenue projections.

Total **non-operating revenue** are projected to end FY2021 at \$872,186. Through the quarter, actuals are 100.14% of total non-operating projections.

#### **FY2021 EXPENSE PROJECTIONS:**

Staff will continue to monitor FY2021 actuals to ensure they align with year-end projections. Total **operating expenses** are projected to end FY2021 at \$3,987,583. Through the quarter, actuals are 83.73% of total operating expense projections.

**Non-operating expenses** are projected to end FY2021 at \$908,931, year to date actuals are 3.4% of year end projections.

The Airport Fund anticipates meeting all the funds below line **contingency** requirements by the end of FY2021. Contingency requirements include a **90-day operating contingency** of \$332,917, a **debt service reserve** totaling \$141,478.

City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

Consideration and possible action to approve the August 13, 2021 minutes of the Georgetown Transportation Advisory Board. -- Danielle Dutra, Board Liaison

**ITEM SUMMARY:**

Consideration and possible action to approve the August 13, 2021 minutes of the Georgetown Transportation Advisory Board.

**FINANCIAL IMPACT:**

.

**SUBMITTED BY:**

Danielle Dutra, Board Liaison

**ATTACHMENTS:**

Description		Type
	GTAB Minutes 08.13.21	Exhibit

**Minutes of the Meeting of the  
Georgetown Transportation Advisory Board and the  
Governing Body of the City of Georgetown, Texas  
August 13, 2021**

**Board Members Present:** John Hesser, Michael Miles, George (Jerry) McCulley, James Hougnon, Alfred Hajka, Amanda Parr, & Jake French

**Board Members Absent:** Robert Redoutey

**Staff Present:** Eric Johnson, Nathan Parras, Wesley Wright, Cindy Medrano, Sheila Mitchell, Katherine Clayton, & Chris Pousson

**Others Present:** Heather Witte, Ray Bruett, Melva Harbin, Larry Brundige, Ken McHenry, Jonathan Tronson, Derek Mayo, & True Sutton

### **Regular Session**

**A. Call to Order:** Meeting called to order by Chair John Hesser at 10:02am

Georgetown Transportation Advisory Board may, at any time, recess the Regular Session to Convene an Executive Session at the request of the Chair, a Board Member, The City Manager, Assistant City Manager, General Manager of Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

**B. Introduction of Visitors:** All board members, visitors, and staff were introduced.

**C. Public Wishing to Address the Board**

**On a subject not posted on the agenda:** Persons may add an item to a future Regular scheduled Board agenda by filing a written request with the Staff Liaison **no later than one week prior** to the Board meeting. The request must include the speaker's name and the specific topic to be addressed with sufficient information to inform the board and the public. **Only those persons who have submitted a timely request will be allowed to speak.** For Board Liaison contact information, please logon to <http://georgetown.org/boardsandcommissions>

**At the time of this posting, no persons had signed up to address the Board.**

**D. August 2021 GTAB Updates – Wesley Wright, P.E., Systems Engineering Director/ Chris Pousson, CIP Manager**

- Wright provided the board with transportation updates throughout the City of Georgetown.
- The board had clarifying questions related to the duration of the projects and the stage of certain projects. Wright clarified duration and stage for the projects the board asked about.
- Miles provided the board and staff with concerns on the DB Woods Rd. Project.
- Three citizens had public comments and shared concerns on the DB Woods Rd. Project: Heather Witte, Ray Bruett, & Melva Harbin.
- Wright provided the board with a summary of past road bonds and the approved projects that came of each that led to the current road projects.
- Board asked if city staff would meet with individual property owners. Wright assured that staff will meet with individual property owners on how the project will impact them individually.
- Board asked who establishes criteria on speed limit on roads. Wright answered that speed limits are set by council following certain criteria. Wright also stated that speed limits are also set based on speed studies.

**E. July 2021 Financial Overview of Airport Fund and Budget Report Workshop – Nathan Parras, Assistant Finance Director**

- Parras provided the board with the July financial overview related to the airport. Including a change in the airport budget.
- The board had a clarifying question related to the employee moved from customer care to airport and who they report to. Parras clarified that this employee reports to the airport manager and is located at the airport.
- The Chair updated the board on the meeting he had with city staff related to the budget report and on an update that would simplify the monthly report for the board.

- The board had a question on a certain amount on a past budget report. Parras clarified that it was an error on the report that has since been corrected.

**F. July 2021 Airport Monthly Report – Joseph A. Carney C.M., Airport Manager**

- Johnson provided the board with the monthly airport update for Carney.
- Johnson provided the board with an update on the new Public Works Administrative Assistant who will replace the current board liaison at the next meeting.
- The board has a question on the square footage of the maintenance building. Staff provided a rough estimate on the square footage based on the project cost.
- There were two statements submitted for this item. The statements are attached to the minutes.

**Legislative Regular Agenda**

**G. Consideration and possible action to approve the July 9, 2021, minutes of the Georgetown Transportation Advisory Board – Cindy Medrano, Board Liaison**

- **MOTION by Hajka, second by Hougnon. APPROVED unanimously 7-0-1 Redoutey Absent**

**H. Consideration and possible recommendation to award a contract to Austin Traffic Signal Construction Co., Inc. of Pflugerville, Texas for all parts for a total amount of \$405,716.00. – Wesley Wright, P.E., Systems Engineering Director/Chris Pousson, CIP Manager**

- Wright shared a visual of the rapid flashing beacon considered for approval.
- The board asked if the rapid flashing beacons are solar powered, Wright clarified that they are solar power.
- **MOTION by McCulley, second by Miles. APPROVED unanimously 7-0-1 Redoutey Absent**

**I. Consideration and possible recommendation to award a contract to Austin Traffic Signal Construction Co., Inc. of Pflugerville, Texas for all parts in the amount of \$860,016.00. -- Wesley Wright, P.E., Systems Engineering Director/Chris Pousson, CIP Manager**

- The board had a clarifying question on the location of these signals and timeline. Wright clarified the locations and timeline to about nine months.
- **MOTION by Hougnon, second by Miles. APPROVED unanimously 7-0-1 Redoutey Absent**

**J. Consideration and possible action to approve a First Annual Renewal Agreement with Asphalt Inc. of Austin, Texas for the purchase of Asphalt Mixes, in amount not to exceed \$180,000. – Eric Johnson, Public Works Director and Molly Ritter, Public Works Operations Manager.**

- Johnson specified an oversight on the renewal of this contract that has continued on a monthly basis.
- **MOTION by Miles, second by McCulley. APPROVED unanimously 7-0-1 Redoutey Absent**

**Adjournment**

- **MOTION by Miles, second by Hougnon. APPROVED unanimously 7-0-1 Redoutey Absent**

**The meeting adjourned at 11:22 AM**

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John Hesser - Chair

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Robert Redoutey – Secretary

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Danielle Dutra – GTAB Board



City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

Consideration and possible recommendation to approve an Agreement with **D.I.J. Construction** of Bertram, Texas for an annual Street Striping contract, in an amount not to exceed **\$180,264.00** – Eric Johnson, Public Works Director and Molly Ritter, Public Works Operations Manager.

**ITEM SUMMARY:**

This contract is to provide Striping Services for Public Works Street Operations to apply reflective pavement markings city-wide, including, but not limited to, striping, reflective buttons, arrows and other symbols.

DIJ Construction has previously entered into an agreement with Williamson County, a political subdivision of the State of Texas, to provide street striping services dated December 22, 2020, bid as Striping Services, IFB #T2526.

Pursuant to Chapter 791 of the Texas Government Code, the City of Georgetown has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public.

The City of Georgetown desires to "piggyback" onto the above referenced Contract between DIJ Construction and Williamson County dated December 20, 2020 for Striping Services, and DIJ Construction consents to the aforesaid "piggybacking."

**FINANCIAL IMPACT:**

The total budget for Street Striping is not to exceed \$180,264 annually, and is part of the annual Public Works Operating Budget.

**SUBMITTED BY:**

Danielle Dutra on behalf of Eric Johnson

**ATTACHMENTS:**

Description	Type
□ DIJ Contract Agreement	Backup Material

**PIGGYBACK CONTRACT WITH  
THE CITY OF GEORGETOWN, TEXAS**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) by and between the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipality (the “CITY”) and D.I.J. Construction, (the “VENDOR”),

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the CITY has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

**WHEREAS**, the CITY requires the services of a VENDOR that can provide street striping services for the CITY;

**WHEREAS**, the VENDOR has previously entered into an Agreement with WILLIAMSON COUNTY, a political subdivision of the State of Texas, to provide street striping services (the “CONTRACT”) dated December 22, 2020, a copy of which is attached hereto as Exhibit “A”, which those parties entered into upon WILLIAMSON COUNTY’s award of a bid to VENDOR for Striping Services, IFB #T2526. A copy of IFB #T2526 and VENDOR’s response to IFB #T2526 is attached hereto as Exhibit “B”; and

**WHEREAS**, the CITY desires to “piggyback” onto the above referenced CONTRACT between the VENDOR and WILLIAMSON COUNTY dated December 20, 2020 for Striping Services, and the VENDOR consents to the aforesaid “piggybacking.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.
3. The CITY agrees to utilize the Striping Services of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of WILLIAMSON COUNTY thereunder. The CONTRACT is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.
5. The terms and conditions of the CONTRACT are modified, amended or supplemented

as follows:

- A. The term of this Agreement begins on the Effective Date of this Agreement and shall terminate on \_\_\_\_\_. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.
- B. The prices listed in Exhibit C shall be the basis for any charges collected by VENDOR.
- C. The CITY may not expend in excess of \$180,264.00 for VENDOR'S services.
- D. The CITY hereby designates the following representatives authorized to act on its behalf with regard to this Agreement:

Eric Johnson  
City of Georgetown  
Public Works Director  
Office (512) 819-3145  
[eric.johnson@georgetown.org](mailto:eric.johnson@georgetown.org)

- E. The Notice address for the CITY which shall be amended as follows:

Notice to City:

City Manager  
PO Box 409  
Georgetown, Texas

with a Copy to:

City Attorney  
PO Box 409  
Georgetown, Texas

- 6. This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**D.I.J. CONSTRUCTION**

**CITY OF GEORGETOWN**

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

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

Printed Name: Terry Nix

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

Title: President

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

Date: 8-6-2021

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

ATTEST:

---

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

---

Skye Masson, City Attorney

## Exhibit A



## Exhibit B

## Exhibit C

## Commissioners Court - Regular Session

40.

Meeting Date: 11/17/2020

Authorize issuing T2526 IFB Striping

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 Striping for Williamson County under IFB #T2526.

## Background

Williamson County is seeking qualified companies to provide: Work Zone Pavement Markings (Removal Only), Reflectorized Pavement Markings, Raised Pavement Markers, Eliminating Existing Pavement Markings and Markers, and Preformed In-Lane (Transverse)/Centerline Rumble Strips in accordance with Items 662, 666, 672, 677 and Special Specification 6056 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

James Williams is the Point of contact. Funding source for FY2021: 01.0200.0210.003542

## Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

*No file(s) attached.*

## Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 11/12/2020

Reviewed By

randy.barker

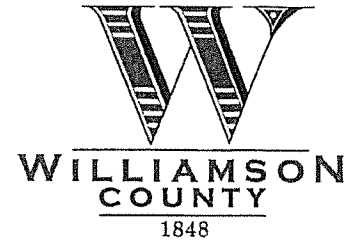
Andrea Schiele

Date

11/12/2020 09:31 AM

11/12/2020 09:32 AM

Started On: 11/12/2020 08:38 AM



December 14, 2020

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

Subject: Recommendation for IFB #T2526 – Striping

After reviewing all the pertinent information, we have concluded that D.I.J. Construction, Inc. submitted the overall lowest and best offer for the T2526 bid, Striping. I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc. the vendor for IFB #T2526 – Striping.

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

Sincerely,

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County, TX

# T2526 IFB Striping

**Agency:** Williamson County

**State:** Texas

**Type of Government:** State & Local

**NAICS Category:** 237310 - Highway, Street, and Bridge Construction

**Posted Date:** Nov 22, 2020

**Due Date:** Dec 7, 2020

**Bid Source:** Please Login to View Page (/auth/signin.htm?  
nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-  
NBD14661986356480466.htm)

**Contact information:** Please Login to View Page (/auth/signin.htm?  
nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-  
NBD14661986356480466.htm)

**Bid Documents:** Please Login to View Page (/auth/signin.htm?  
nextURL=https://www.govcb.com/government-bids/T-IFB-STRIPING-  
NBD14661986356480466.htm)

## PUBLIC NOTICE

### WILLIAMSON COUNTY

### NOTICE OF SOLICITATION

The Williamson County Commissioners Court invites the submission of sealed responses for:  
T2526 IFB Striping

Sealed responses will be publicly opened and read aloud in the Williamson County Purchasing Office located at 100 Wilco Way, Suite P101, Georgetown, Texas 78626 on Monday December 7, 2020 at 3:00PM. All sealed responses must be received on or before the stated opening date and time.

Solicitation documents can be viewed by visiting the Williamson County Negometrix Portal at <http://app.negometrix.com> or by visiting the Williamson County Purchasing website at <http://www.wilco.org/purchasing> and selecting the link register for bids. There is no fee to register as a supplier or to participate in the County's solicitation process.

Any bonds that may be required for this solicitation will be specified in the solicitation documents.

The Williamson County Commissioners Court reserves the right to accept the best value response as deemed by the Court, or reject any and/or all responses.

The receipt of electronic responses will be registered in Negometrix. The Time-Date Stamp Clock located at



the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of paper responses.

Respondents shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditors Office, provided that respondents preferred method of payment is a form of payment acceptable to Williamson County.

The designated Purchasing Agent for this solicitation is Johnny Grimaldo, Purchasing Specialist III, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-1553.

Issued by order of the Williamson County  
Commissioners Court,  
Bill Gravell Jr., County Judge.

## Sign-up for a Free Trial, Government Bid Alerts

With **Free Trial**, you can:

You will have a full access to bids, website, and receive daily bid report via email and web.

Try One Week **FREE** Now (/service/subscribe.htm)

## See Also

### **Painting (/government-bids/PAINTING-NBD16047340926752363.htm)**

Bid Number Bid Title Bid Type Bid Issue Date Bid Close Date/Time 21-22

#### **Education Service Center, Region 2**

Bid Due: 6/11/2021

### **Westside Diversion Channel Im... (/government-bids/WESTSIDE-DIVERSION-CHANNEL-IMPROVEMENTS-NBD14316969316600801.htm)**

Bid Information Type SJRA - Request for Competitive Sealed Proposals Status Issued Number

#### **Brazos County**

Bid Due: 5/07/2021

### **Austin District Office HVAC R... (/government-bids/AUSTIN-DISTRICT-OFFICE-HVAC-RENOVATION-NBD14746229523628026.htm)**

Austin District Office HVAC Renovation Solicitation ID: 405-21R0004397 | Due Date: 4/27/2021 |

**State Government of Texas**

Bid Due: 4/27/2021

**21-24 Family Promise Renovati... (/government-bids/FAMILY-PROMISE-RENOVATION-AND-NBD13484965564305488.htm)**

PROJECT DEADLINE TIME/DATE PRE-BID/PROPOSAL MEETING DATE/TIME PLACE PLAN COST LINKS Legal Notice (LN),

**Montgomery County**

Bid Due: 5/12/2021

## 1. Bid Package

11 (10 KO) - 11/11



### 1.1. General Information

Group - 1 Questions - 1/1

#### GENERAL INFORMATION:

Williamson County is seeking qualified companies to provide: Work Zone Pavement Markings (Removal Only), Reflectorized Pavement Markings, Raised Pavement Markers, Eliminating Existing Pavement Markings and Markers, and Preformed In-Lane (Transverse)/Centerline Rumble Strips in accordance with Items 662, 666, 672, 677 and Special Specification 6056 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

#### INITIAL CONTRACT TERM:

1 (one) year

#### RENEWAL OPTIONS:

2 (two) additional 12 (twelve) month each

1.1.1. Respondent acknowledges the attached General Notes and Technical Specifications pdf.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes

### 1.2. Definitions

Group - 0 Questions - 0/0

Below are the definitions that will be used throughout the solicitation.

**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.

### 1.3. Terms and Conditions

Group - 1 Questions - 1/1

#### **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.

#### **INCORPORATION BY REFERENCE AND PRECEDENCE**

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:

- The IFB and its Addenda (if applicable); and
- The Bidder's Bid.

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:

- Terms and conditions of the Ensuing Agreement;
- The IFB its Addenda; and
- The Bidder's Bid.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **TERMINATION**

**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 be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

**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's termination for convenience.

#### **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.

#### **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.

#### **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.

#### **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).

#### **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.

#### **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's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful 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 (15th) 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).

#### **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).

#### **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.

#### **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.

#### **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.

#### **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.

### **EQUAL OPPORTUNITY**

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

### **NOTICE**

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

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
100 Wilco Way, Suite P101 (**Suite number must be clearly marked**)  
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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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 in accordance with the County's requirements and procedures. The Successful Bidder's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful 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.

#### **ESTIMATED QUANTITIES**

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate; the actual quantity to be purchased may be more or less. The County is not obligated to 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.

#### **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.

#### **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.

#### **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.

## **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.

## **PAYMENT**

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

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 (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

1. 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.
2. The County Contract, Purchase Order.
3. Identification of items or service as outlined in the Contract.
4. Quantity or quantities, applicable unit prices, total prices and total amount.
5. 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

## **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.

#### **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.

#### **INSURANCE REQUIREMENTS**

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

#### **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.

#### **LEGAL LIABILITY INFORMATION**

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

#### **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.

#### **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.



1.3.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
- No
- KO

**D.I.J. Construction, Inc.:**

- Yes

**1.4. Instructions and General Requirements**

Group - 1 Questions - 1/1

**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).

**AUTHORIZATION OF BIDDER**

Respondent shall be an individual who is authorized to bind the proposal contractually.

1. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided.
2. If the Bidder is a General Partnership, the true name of the firm shall be provided.
3. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided.
4. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall be provided.
5. If response 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.

**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 prior to contract award.

**ECONOMY OF PRESENTATION**

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

**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:

[www.wilco.org/departments/purchasing](http://www.wilco.org/departments/purchasing)

## **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).

## **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.

## **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 an 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 or 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:

1. Price;
2. The Bidder's experience and reputation;
3. Quality of the Bidder's goods and/or services;
4. The Bidder's safety record;
5. The Bidder's proposed personnel;
6. The Bidder's financial capabilities; and
7. Any other relevant factors specifically listed in this IFB or authorized by law.

## **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:

1. 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 for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

## **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.

## **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:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance that can be determined thru references provided; and
4. 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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **DELIVERY OF BIDS**

It is preferred that Bids be submitted electronically through Negometrix; however, Bidders may submit a hard-copy (if preferred). Please be aware that submitting bids electronically is a convenience to the Respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

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 this IFB, to:

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

**Suite Number must be clearly marked on the envelope to ensure delivery to the proper mailbox.** Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." Williamson County will not accept any Bids 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 publicly in a manner to avoid public disclosure of contents. Only names of Bidders will be read aloud and no pricing will be announced at the opening.

### **EX PARTE COMMUNICATION**

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from

vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

1.4.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
- No  
KO

**D.I.J. Construction, Inc.:**

- Yes

1.5. **Additional Stipulations**

Group - 1 Questions - 1/1

**Technical Contact**

The person identified as Williamson County's Technical Contact will have designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

**Initial Contract Term**

The Successful Respondent shall provide the goods and/or services for the initial term as described in the RFP description.

**Contract Extensions**

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be as described in the RFP description. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

**Insurance Requirements**

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department  
100 Wilco Way, Ste P101 (**Suite must be clearly marked**)  
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 Respondent and County.

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

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

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

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

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

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

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

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

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

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section. Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to: Williamson County Purchasing Department  
100 Wilco Way, Ste P101 **(Suite must be clearly marked)**  
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 Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.5.1. **ACKNOWLEDGEMENT**

Vendor has read above, understands and agrees with these statements.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes

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1.6. **Required Forms**

Group - 7 Questions - 7/7

1.6.1. **Conflict of Interest**

Group - 1 Questions - 1/1

- 1.6.1.1. 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/Departments/Purchasing/Confl.....>

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.

**Please download the Conflict of Interest Statement, fill it out, and upload (if submitting in hard-copy format, this form must be included with your response).**

Document upload KO

**D.I.J. Construction, Inc.:**

[doc04650020201204102923\(74052\).pdf](#)

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1.6.2. **Bid Affidavit**

Group - 3 Questions - 3/3

1.6.2.1. **CERTIFICATION**

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.

Yes/No response KO

- Yes
  - No
- KO

**D.I.J. Construction, Inc.:**

- Yes



1.6.2.2. **NON-COLLUSION**

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 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.

Yes/No response KO

- Yes
  - No
- KO

D.I.J. Construction, Inc.:

- Yes

1.6.2.3. **COOPERATIVE PURCHASING PROGRAM**

Please select Yes or No. By selecting **Yes** the Bidder is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting **No** the Bidder is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

Yes/No response

- Yes
- No

D.I.J. Construction, Inc.:

- Yes

1.6.3. **References**

Group - 3 Questions - 3/3

1.6.3.1. Please submit a **MINIMUM** of 3 references.

Reference must include the following:

- Company Name
- Contact Person
- Phone Number
- Email Address
- Description of goods provided/services performed

**Do not include Williamson County or any Williamson County employees as references.**

Document upload KO

D.I.J. Construction, Inc.:

[doc04649520201204094402\(74053\).pdf](#)

1.6.3.2. **SIMILAR CONTRACTS**

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

Document upload KO

D.I.J. Construction, Inc.:

[doc04650220201204110816\(74054\).pdf](#)

1.6.3.3. **CANCELLED OR TERMINATED CONTRACTS**

Bidder shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution. *\*If this is not applicable, please provide a statement to the fact.*

Document upload KO

**D.I.J. Construction, Inc.:**

[doc04649920201204102758\(74055\).pdf](#)

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## EXHIBIT C

IFB T2526 Striping- Williamson County

12.07.2020

12.07.2020			DIJ Construction, INC		COG PUBLIC WORKS	
Item #	BID ITEM DESCRIPTION	UNIT	TY I (THERMO, 90 mil) UNIT PRICE		TY I (THERMO, 90 MIL)	
			PRICE		COG QTY	COG TOTAL COST
RETRACE STRIPING						
1	REFL PAV MRK (Y) 4" (SLD)	LF	\$	0.33	25000	\$ 8,250.00
2	REFL PAV MRK (Y) 4" (BRK)	LF	\$	0.32	25000	\$ 8,000.00
3	REFL PAV MRK (W) 4" (SLD)	LF	\$	0.33	25000	\$ 8,250.00
4	REFL PAV MRK (W) 4" (BRK)	LF	\$	0.39	25000	\$ 9,750.00
7	REF PAV MRK (W) (ARROW)	EA	\$	80.00	50	\$ 4,000.00
8	REF PAV MRK (W) (DBL ARROW)	EA	\$	85.00	25	\$ 2,125.00
12	REFL PAV MRK (W) 12"(SLD)	LF	\$	3.95	10000	\$ 39,500.00
NEW STRIPING						
13	REFL PAV MRK (Y) 4" (SLD)	LF	\$	0.34	25000	\$ 8,500.00
14	REFL PAV MRK (Y) 4" (BRK)	LF	\$	0.33	25000	\$ 8,250.00
15	REFL PAV MRK (W) 4" (SLD)	LF	\$	0.34	25000	\$ 8,500.00
16	REFL PAV MRK (W) 4" (BRK)	LF	\$	0.40	25000	\$ 10,000.00
17	REF PAV MRK (W) (ARROW)	EA	\$	85.00	20	\$ 1,700.00
18	REF PAV MRK (W) (DBL ARROW)	EA	\$	95.00	10	\$ 950.00
19	REFL PAV MRK (W) 12"(SLD)	LF	\$	3.00	10000	\$ 30,000.00
20	REF PAV MRK (W) 18" (YLD TRI)	EA	\$	20.00	100	\$ 2,000.00
21	REFL PAV MRK (W) (WORD)	EA	\$	140.00	40	\$ 5,600.00
22	REFL PAV MRK (W)(RR XING) (X RR)	EA	\$	375.00	10	\$ 3,750.00
23	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	EA	\$	60.00	10	\$ 600.00
24	REFL PAV MRKR TY II (BLUE)	EA	\$	4.00	50	\$ 200.00
25	REFL PAV MRKR TY II-C-R	EA	\$	2.75	2000	\$ 5,500.00
26	REFL PAV MRKR TY I-C	EA	\$	2.75	2000	\$ 5,500.00
27	REFL PAV MRKR TY II-A-A	EA	\$	3.10	2000	\$ 6,200.00
28	TRAFFIC BUTTON TY Y	EA	\$	2.25	50	\$ 112.50
29	TRAFFIC BUTTON TY W	EA	\$	2.25	50	\$ 112.50
30	ELIM EXT PAV MRK & MRKS (SYMBOL)	SF	\$	3.00	50	\$ 150.00
31	PAVEMENT SEALER 4"	LF	\$	0.16	400	\$ 64.00
32	PAVEMENT SEALER 12"	LF	\$	1.50	400	\$ 600.00
33	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	EA	\$	0.40	2000	\$ 800.00
34	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	EA	\$	0.40	2000	\$ 800.00
Additional						
35	MINIMUM CALL OUT	EA				\$ 500.00

NOT TO EXCEED \$ 180,264.00

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/09/2021

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).

<b>PRODUCER</b> <b>USI Southwest Austin</b> <b>7600-C N. Capital of TX Hwy #200</b> <b>Austin, TX 78731</b> <b>512 451-7555</b>	<b>CONTACT NAME:</b> Cindy Ellis <b>PHONE (A/C, No, Ext):</b> 512 451-7555 <b>FAX (A/C, No):</b> 512 467-0113 <b>E-MAIL ADDRESS:</b> cindy.ellis@usi.com														
<b>INSURED</b> <b>D.I.J. Construction, Inc.</b> <b>P.O. Box 1609</b> <b>2332 CR 252</b> <b>Bertram, TX 78605-1609</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485"><b>INSURER A : United Fire &amp; Casualty Company</b></td> <td data-bbox="1433 453 1572 485"><b>13021</b></td> </tr> <tr> <td data-bbox="816 485 1433 516"><b>INSURER B : Travelers Property Cas. Co. of America</b></td> <td data-bbox="1433 485 1572 516"><b>25674</b></td> </tr> <tr> <td data-bbox="816 516 1433 548"><b>INSURER C : Texas Mutual Insurance Company</b></td> <td data-bbox="1433 516 1572 548"><b>22945</b></td> </tr> <tr> <td data-bbox="816 548 1433 579"><b>INSURER D :</b></td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611"><b>INSURER E :</b></td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634"><b>INSURER F :</b></td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : United Fire &amp; Casualty Company</b>	<b>13021</b>	<b>INSURER B : Travelers Property Cas. Co. of America</b>	<b>25674</b>	<b>INSURER C : Texas Mutual Insurance Company</b>	<b>22945</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Dedt: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85322447	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			85322447	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ZUP51N0489720NF	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001186139	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

The General Liability and Auto policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder (and other entities as required by the Prime Contract), only when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured. The General Liability, Auto and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when required by written contract. Umbrella is follow-form coverage.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Georgetown</b> <b>300-1 Industrial Ave</b> <b>Georgetown, TX 78626</b>	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 
---	---

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# 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.

D.I.J. Construction, Inc.  
Bertram, TX United States

Certificate Number:  
2021-788309

Date Filed:  
08/09/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown

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.

20-0024-PPA  
Striping Services - IFB #T2526

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Terry Nix, and my date of birth is 7-31-60.

My address is 2332 CR 252, Bertram, TX, 78605, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Burnet County, State of Texas, on the 9 day of August, 20 21.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)



City of Georgetown, Texas  
Transportation Advisory Board  
September 10, 2021

**SUBJECT:**

Consideration and possible recommendation to approve the Texas Department of Transportation **Grant for Routine Airport Maintenance** -Eric Johnson, Public Works Director

**ITEM SUMMARY:**

The TxDOT Aviation Routine Airport Maintenance Program (RAMP) Grant encourages airport owners to maintain their airport and make improvements using local funds.

This is a 50% reimbursable grant for eligible items. These grants are provided on an annual fiscal year basis.

Georgetown Municipal airport is eligible for up to a \$100,000 grant at a 50% reimbursement rate not to exceed \$50,000.

Eligible items are identified in the TxDOT Aviation Routine Airport Maintenance Program Guide.

Eligible Airport expenditures are verified through paid invoices.

**FINANCIAL IMPACT:**

Eligible expenditures are approved in the Airport Budget. All reimbursements are applied to airport revenues.

**SUBMITTED BY:**

Debbie Jolly, Airport Business Coordinator

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
☐	Airport Cover Sheet	Cover Memo
☐	RAMP Agreement M2214GEOR	Backup Material

**AGENDA ITEM COVER SHEET**

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**SUBJECT:**

Consideration and possible action to approve the Texas Department of Transportation **Grant for Routine Airport Maintenance** – Eric Johnson, Public Works Director

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**ITEM SUMMARY:**

The TxDOT Aviation Routine Airport Maintenance Program (RAMP) Grant encourages airport owners to maintain their airport and make improvements using local funds.

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Eligible items are identified in the TxDOT Aviation Routine Airport Maintenance Program Guide.

Eligible Airport expenditures are verified through paid invoices.

**SPECIAL CONSIDERATIONS:**

None

**FINANCIAL IMPACT:**

Eligible expenditures are approved in the Airport Budget. All reimbursements are applied to airport revenues.

**STAFF RECOMMENDATION:**

Staff recommends approval of this grant.

**COMMENTS:**

None

**ATTACHMENTS:**

Texas Department of Transportation Grant for Routine Airport Maintenance Program

Submitted By: Debbie Jolly, Airport Business Coordinator

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Airport Manager

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Eric Johnson  
Public Works Director

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  
(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M2214GEOR**

**Part I - Identification of the Project**

TO: The City of Georgetown, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Georgetown, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the GEORGETOWN - GEORGETOWN MUNI Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.



1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

## Part VI - Acceptances

### Sponsor

The City of Georgetown, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Georgetown, Texas

*Sponsor*

*Sponsor Signature*

*Sponsor Title*

*Date*

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

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*Signature*

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*Title*

---

*Date*

Attachment A

Scope of Services  
TxDOT Project ID: M2214GEOR

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**



### **CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID:

M2214GEOR

The City of Georgetown, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

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*Sponsor Signature*

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*Sponsor Title*

---

*Date*

### **Certification of State Single Audit Requirements**

I, \_\_\_\_\_, do certify that the City of Georgetown, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Georgetown, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Georgetown, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

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*Sponsor Signature*

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*Sponsor Title*

---

*Date*

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2214GEOR

The City of Georgetown, Texas, designates,

\_\_\_\_\_, as the Sponsor's authorized  
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**DESIGNATED REPRESENTATIVE**

\_\_\_\_\_  
*First Name, Last Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*