

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MARCH 29TH, 2016
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

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

(Items 5 – 19)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-004510	Facility Maint & Repair	9000.00
To	0100-0509-004512	Kitchen Maint & Repair	9000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-00777	Transfer to Capital Projects	\$13,000.00
To	0200-0210-03010	Computer Equipment < \$5,000	\$13,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the 395th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$1,375
To	0100-0439-004543	395th Dist Ct/Repair to Equip	\$1,375

8. Discuss, consider and take appropriate action on appointing Colonel Shelby Little to serve out the remainder of Pat Baldwin's term on the Williamson County Historical Commission. This appointment would be effective as of the date of the Commissioner Court's appointment and continue thereafter until January of 2017.
9. Discuss, consider and take appropriate action on appointing Kyle Bolyard to the Jarrell ESD #5 board with the term commencing immediately and continuing thereafter until December 31, 2017.
10. Discuss, consider and take appropriate action on authorizing the disposal of (1) HP Laserjet printer through auction, pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take appropriate action on authorizing the disposal of one (1) Dell computer through inter-departmental transfer pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take appropriate action to correct disposition of (1) 2011 White Chevrolet 3500 (as approved on the March 8, 2016 agenda) from an auction unit to sale to insurer (list attached) pursuant to Tx. Local gov't Code 263.152.
13. Receive and acknowledge Work Authorization No. 3 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for surveying edge of pavement on various county roads for Williamson County Road and Bridge.
14. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for surveying CR 384 low water crossing at Donahoe Creek for Williamson County Road and Bridge.
15. Discuss, consider and take appropriate action on approval of the revised plat of Lot 271 of San Gabriel River Ranch subdivision - Pct 2
16. Discuss, consider and take appropriate action on approval of the revised plat for the San Gabriel Ridge Section 3 Lot 5 subdivision - Pct 2.
17. Discuss consider and take appropriate action on approval of the final plat for the Cavazos subdivision - Pct 3.
18. Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 23B subdivision - Pct 4.
19. Discuss, consider, and take appropriate action on approval of the revised preliminary plat for the Sonterra West Section 7A subdivision - Pct 3

REGULAR AGENDA

20. Discuss, consider and take appropriate action on approving the proclamation for Williamson County Child Fatality Review Team and Williamson County EMS proclaiming April 1, 2016 as the the beginning of April Pools Day in Williamson County.
21. Discuss, consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials, including declaring March 24 as National Ag Day in Williamson County.
22. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
23. Discuss, consider and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.
24. Discuss, consider, and take appropriate action on the transfer of 2006 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$50,000.00 from Non Departmental (P156) to Tradesman Drive (P263), \$200,000.00 from CR 108 (P240) to Tradesman Drive (P263), \$8,305.00 from Williams Drive (P183) to CR 245 (P273), and \$3,000,000.00 from Pearson Ranch Road @ SH45/RM620 Interchange (P222) to Pearson Ranch Road (P221).
25. Discuss, consider, and take appropriate action on the transfer of 2013 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$4,000,000.00 from Pearson Ranch Road @ SH45/RM620 Interchange (P222) to Pearson Ranch Road (P221), \$1,200,000.00 from CR 112 Phase 1 (P295) to Expo Center Access Road (P297).
26. Discuss, consider and take appropriate action on Change Order No. 1, to contract number 15IFB114, in the amount of \$287,557.76 for the underseal and overlay of Limmer Loop.
27. Discuss, consider, and take appropriate action on revisions to Part III (Site Development Plan) and Part IV (Site Operating Plan) of the previously approved permit 1405B for the Williamson County Recycling and Disposal Facility.
28. Discuss, consider and take appropriate action authorizing County Judge to execute an Order changing the name of Gattis School Road/SH 130 Subdivision to of Star Ranch Gattis School Road/SH 130 Subdivision
29. Discuss, consider and take appropriate action on the Williamson County Expo Center recommended standard rate schedule and the Williamson County AgriLife Extension rate schedule and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.
30. Discuss, consider and take appropriate action on the Williamson County Expo Center recommended Facilities Management Policies and Procedure document and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.
31. Discuss, consider and take appropriate action on the Williamson County Expo Center recommended License and Use Agreement and Deposit Agreement documents and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.
32. Discuss, consider and take appropriate action on approving an agreement between Williamson County EMS and Capitol Area Council Learning for Life Explorer Program.

33. **Discuss, consider, and take any appropriate action regarding Mutual Non-Disclosure Agreement between Williamson County EMS and Texas A& M University College of Medicine and Rural & Community Health Institute for demonstration and information pertaining to health-related support tools.**
34. Discuss and take action to approve the 2015-2016 Budget for the County and District Technology Fund (Fund #0374).
35. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Certification of Geotechnical Engineering and Material Testing, RFQ# 1602-057.
36. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Certification of Surveying Services Firms RFQ# 1602-059.
37. Discuss, consider and take appropriate action on awarding bids received for Justice Center Break Room Project, Bid #1601-048 to the lowest and best bidder – Lovejoy Construction.
38. Discuss, consider and take appropriate action on approving a ninety-one (91) day extension of the Food Service Contract with Aramark Correctional Services, LLC (RFP/Proposal # 11WCAP108) and grant a temporary exemption to competitive bidding requirements pursuant to Tex. Loc. Gov't Code 262.024(2) ("public health or safety") in order to allow adequate time to complete the procurement process for RFP #1603-065 for Food Services for The Williamson County Jail Facility (Request for exemption to bidding is being requested for the period of April 1, 2016 to June 30, 2016 with recommendation for new contract term with newly awarded proposer to commence July 1, 2016.
39. Discuss, consider, and take appropriate action on authorizing Purchasing to advertise and receive bids for Bid 1603 064 Arterial H Phase.
40. Discuss, consider, and take appropriate action on approving agreement between Guidedspark, INC. and Williamson County for the purchase of a software-as-a service and related services, regarding a video communication tool for Employee Benefits.
41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$225.00

42. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$225.00

EXECUTIVE SESSION

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

43. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Discuss Kaufman Loop.
 - e) Discuss Project Deliver
44. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss proposed acquisition of property for right-of-way for SH 195
 - b) Discuss proposed acquisition of property for proposed SH 29 project.
 - c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: SW Bypass
 - f) Discuss the acquisition of real property: Neenah Blvd.
 - g) Discuss the acquisition of real property: CR 119
 - h) Discuss the acquisition of real property: Tradesman Park.
 - i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - j) Discuss the acquisition of real property: CR 258
 - k) Discuss the acquisition of real property: Arterial H.
 - l) Discuss the acquisition of real property for County Facilities.
 - m) Discuss the acquisition of real property for the Williamson County Expo Center.
 - n) Discuss the acquisition of Easement interests on CR 240.
 - o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
 - q) Discuss the acquisition of real property from the Andice Cemetery.
 - r) Discuss the acquisition of easements on the Forest North project.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
 - c) Discuss possible sale of 183 A excess right of way
 - d) Discuss proposed sale of real estate of Blue Springs Blvd
 - e) Discuss abandonment of CR359.
 - f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

45. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No. 1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - j) Floodplain Regulation Issue
 - k) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - l) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - m) Notice of Claim – In Re Ray Steven Rose
 - n) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
 - o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - p) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - q) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - r) Employment law and regulations relating to court reporters.
 - s) Jessica Smith claim
 - t) Claims of Texas Association for Children and Families
 - u) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - v) Legislative changes to firearms laws and possession of firearms on county property
 - w) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
 - x) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
 - y) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
 - z) Consultation with attorney regarding LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project
 - aa) Notice of claim and demand of Morgan Lee Roach.
46. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

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

REGULAR AGENDA (continued)

48. Discuss and take appropriate action regarding economic development.
49. Discuss and take appropriate action regarding real estate.
50. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - h) County Road 241 utility and Right-of-Way Issues and matters;
 - i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - j) Floodplain Regulation Issue
 - k) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - l) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
 - m) Notice of Claim – In Re Ray Steven Rose
 - n) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
 - p) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - q) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - r) Employment law and regulations relating to court reporters.
 - s) Jessica Smith claim
 - t) Claims of Texas Association for Children and Families
 - u) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - v) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
 - w) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
 - x) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
 - y) Consultation with attorney regarding LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project
 - z) Notice of claim and demand of Morgan Lee Roach.

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

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 03/29/2016

Line Item Transfer

Submitted By: Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the rest of the year for kitchen equipment repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-004510	Facility Maint & Repair	9000.00
To	0100-0509-004512	Kitchen Maint & Repair	9000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Shirley Taylor

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

03/23/2016 11:02 AM

03/23/2016 11:03 AM

Started On: 03/23/2016 09:08 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 03/29/2016

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

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to purchase laptop computers for field personnel, so that they can effectively utilize the work order and asset management software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-00777	Transfer to Capital Projects	\$13,000.00
To	0200-0210-03010	Computer Equipment < \$5,000	\$13,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

03/23/2016 11:02 AM

03/23/2016 11:03 AM

Started On: 03/23/2016 09:36 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 03/29/2016

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the 395th District Court.

Background

A few weeks ago the speaker system in the 395th began crackling and recordings were inaudible. A quote was given to either fix the existing amplifier (\$715) or replace it (\$1375). Due to the age of the existing equipment (installed in 1989) we feel the best option would be to replace the amplifier.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$1,375
To	0100-0439-004543	395th Dist Ct/Repair to Equip	\$1,375

Attachments

[395th Repair Estimate](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 11:36 AM



Lesesne Audio Visual

402 Thornton Lane
Georgetown, Texas 78628
512-868-7011 512-863-9002

Estimate

Number: E241

Date: March 16, 2016

Bill To:

↑ Use This number - Leave message

Ship To:

395 th District
Court
TOA AMPLIFIER
REPAIR

PO Number

395 TH COURT

Description	Quantity	Price Each	Tax	Amount
TO REMOVE THE EXISTING AMPLIFIER AND INSTALL A LOANER AMPLIFIER INTO THE COURT ROOM AND THEN SHIP THE EXISTING AMPLIFIER TO TOA REPAIR CENTER AND THEN REINSTALL THE AMPLIFIER INTO THE CABINET .				
SHIPPING ONE WAY - APPROXIMATE COST WITH INSURANCE OF \$ 890.00 .	1.00	95.00		95.00
TOA FACTORY REPAIR - CHARGES USUALLY BETWEEN \$ 275.00 - \$ 375.00 FOR REPAIRS DEPENDING ON THE PROBLEM FOUND . HIGHER COST IS LISTED , BUT HIS CAN CHANGE UP OR DOWN .	1.00	375.00		375.00
REMOVE , INSTALL THE LOANER AMPLIFIER , THEN REINSTALL THE REPAIRED AMPLIFIER LABOR	2.00	75.00		150.00
RETURN SHIPPING FROM TOA - COST ESTIMATE	1.00	95.00		95.00
A NEW AMPLIFIER WOULD COST INSTALLED \$ 1,375.00 .				
Sub-Total				\$715.00
State Tax 8.25% on 0.00				0.00
Total				\$715.00

Commissioners Court - Regular Session**8.****Meeting Date:** 03/29/2016

Williamson County Historical Commission Appointment of Colonel Shelby K. Little

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Colonel Shelby Little to serve out the remainder of Pat Baldwin's term on the Williamson County Historical Commission. This appointment would be effective as of the date of the Commissioner Court's appointment and continue thereafter until January of 2017.

Background

Candidate was interviewed by Patrick Stevens of the Historical Commission and Commissioner Valerie Covey. Application is available on request.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 03/16/2016

Reviewed By

Rebecca Clemons

Date

03/16/2016 11:41 AM

Started On: 03/11/2016 04:45 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 03/29/2016

ESD 5 Appointment of Kyle Bolyard

Submitted For: Valerie Covey**Submitted By:** Debra Babcock, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Kyle Bolyard to the Jarrell ESD #5 board with the term commencing immediately and continuing thereafter until December 31, 2017.

Background

Kyle Bolyard will fill the position of Barry Smith. Application is available on request. Candidate was interviewed by Judge Gattis and Commissioner Covey.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 11:27 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 03/29/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of (1) HP Laserjet printer through auction, pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:00 AM

Started On: 03/23/2016 08:45 AM

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laserjet 4015N Printer--	Serial #CNDY192802		Working

Parties involved:
FROM (Transferor Department): (560) Sheriff's Office - Patrol Division

**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Chief LC (Tony) Marshall

Starla Hall

Print Name

Print Name

Signature

Date

+1 (512) 943-5270

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)**
Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session**11.****Meeting Date:** 03/29/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of one (1) Dell computer through inter-departmental transfer pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:00 AM

Started On: 03/23/2016 08:49 AM

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☒ TRANSFER bet ween county departments
 ☐ DONATION to a non-county entity
☐ SALE at the earliest auction *
 ☐ DESTRUCTION due to Public Health / Safety
☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Optiplex 790	44 4QH1YV1	3358	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): EMS

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session**12.****Meeting Date:** 03/29/2016

Asset Transfer

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to correct disposition of (1) 2011 White Chevrolet 3500 (as approved on the March 8, 2016 agenda) from an auction unit to sale to insurer (list attached) pursuant to Tx. Local gov't Code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:00 AM

Started On: 03/23/2016 08:53 AM



Williamson County Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
1GB3CZCG2BF116211		210 <u>WRS</u>	UB1102	
Vehicle Identification Number		Department	Door Number	
1104164	2011	CHEVROLET	3500	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☒ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage 129823

☐ Not mechanically sound

☐ Other: Explain DECLARED A TOTAL LOSS. WILL BE SOLD TO INSURANCE COMPANY

3) Elected Official/Department Head/Authorized Staff

Print Name TERRON EVERTON Signature Terron Everton Date 1/19/16

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction ☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ Other

Print Name R. RODGERS Signature R. Rodgers Date 1-20-16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: Jana Rayne

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: _____

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session**13.****Meeting Date:** 03/29/2016

Diamond WA 3 Survey Edge of Pavement on Various County Roads

Submitted For: Robert Daigh**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 3 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for surveying edge of pavement on various county roads for Williamson County Road and Bridge.

Background

Fiscal Impact

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

AttachmentsDiamond - WA#3 - Various CR - Survey Edge of Pavement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/21/2016 12:14 PM

WORK AUTHORIZATION NO. 3

PROJECT: VARIOUS COUNTY ROADS-SURVEY EDGE OF PAVEMENT

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$32,120.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2016. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____.

SURVEYOR:

Diamond Surveying, Inc.

By: 
Signature

Shane Shafer
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A
Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in the attachment.
- C. Provide a single point of contact, to be identified upon Notice to Proceed.
- D. Provide aluminum caps for iron rods, for survey control points.

Attachment B
Services to be Provided by Surveyor

County Roads to be surveyed for edge of pavement, both sides, shots at 100 foot intervals. Total is approximately 19 miles, 15 locations.

1. Travel to site and set SURVEYOR WORKING signs at both ends of work area. Perform field work to set a minimum of two (2) control points for each County Road location. Coordinates shall be based on Texas State Plane System, grid values and North American Vertical Datum GEOID 2012 A.
2. Perform field work to obtain edge of pavement elevations and coordinates at 100' intervals.
3. Perform office work to produce Micro Station electronic drawing and ASCII electronic point file for each County Road location.
4. Supervise and quality control all aspects of project. Maintain communication with Client. Attend meetings if requested.

List of County Roads to be surveyed in order:

County Road	Limits	Length (ft)
CR 451	from CR 455 to CR 450	20,406
East CR 366	from N. CR 366 to East	646
North CR 366	from SH 29 to E. CR 366	7,914
CR 197	from West end to CR 137	4,164
Len Bar Ln	from CR 270 to East	740
Christopher Ln	from CR 270 to East	1,484
King Ln	from Christopher Ln to East end	1,300
Spring Valley	from Southcross Rd to Country Club Rd	2,542
CR 370	from West end to Elbow (city limit of Jarrel)	2,530
CR 493	from CR 361 to Cr 428	6,510
CR 345	from CR 346 to CR 347	11,522
CR 363	from CR 360 to county line, from county line to CR 361	18,038
CR 429	from CR 428 to FM 1331	9,546
CR 389	from CR 348 to East end	7,242
CR 375	from CR 314 to CR 311	5,266
	TOTAL	99,850

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County. Delivery of survey data will begin within two weeks of authorization to proceed. Data will continue to be delivered as completed in the order listed in Attachment B. All surveys are anticipated to be completed and delivered within 3 months of Authorization to Proceed

Attachment D
Rate Schedule

Diamond Surveying, Inc.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$120.00 per hour
R.P.L.S. as expert witness.....	\$165.00 per hour
Project Surveyor.....	\$100.00 per hour
GPS Processor.....	\$100.00 per hour
Survey Technician.....	\$95.00 per hour
Secretary.....	\$60.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$110.00 per hour
2-Man Field Party.....	\$140.00 per hour
3-Man Field Party.....	\$160.00 per hour
4-Man Field Party.....	\$180.00 per hour
Charges for special equipment:	
GPS Field Base Unit with Rover (R.T.K.)	\$80.00 per hour
Additional Rover (R.T.K.)	\$70.00 per hour
GPS Field Base Unit for Static Session	\$70.00 per hour
Robotic Total Station with Rover	\$80.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Schedule B Item No. 1: Set survey control

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Travel to site and set SURVEYOR WORKING signs at both ends of work area. Perform field work to set a minimum of two (2) control points for each County Road location. Coordinates shall be based on Texas State Plane System, grid values and North American Vertical Datum GEOID 12 A.	2 Man Field Crew	30	Hours	\$140.00	\$4,200.00	Subtotal \$4,200.00

Schedule B Item No. 2: Perform edge of pavement surveys

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform field work to obtain edge of pavement elevations and coordinates at 100' intervals.	2 Man Field Crew	133	Hours	\$140.00	\$18,620.00	Subtotal \$18,620.00

Schedule B Item No. 3: Provide electronic CAD and point files

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform office work to produce Micro Station electronic drawing and ASCII electronic point file for each County Road location.	Survey Tech	60	Hours	\$95.00	\$5,700.00	Subtotal \$5,700.00

Schedule B Item No. 4: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s)
Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Supervise and Quality Control All Aspects of Project	R.P.L.S.	30	Hours	\$120.00	\$3,600.00	Subtotal \$3,600.00

Total	\$32,120.00
--------------	--------------------

Commissioners Court - Regular Session**14.****Meeting Date:** 03/29/2016

Diamond WA 2 CR 384 Low Water Crossing

Submitted For: Terron Evertson**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for surveying CR 384 low water crossing at Donahoe Creek for Williamson County Road and Bridge.

Background

Fiscal Impact

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

AttachmentsDiamond - WA #2 CR 384 Low Water Crossing

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/21/2016 12:32 PM

WORK AUTHORIZATION NO. 2

PROJECT: CR 384 Low Water Crossing at Donahoe Creek

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$5,440.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2016. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____.

SURVEYOR:

Diamond Surveying, Inc.

By:


Signature

Shane Shafer

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By:

Signature

Dan A. Gattis

Printed Name

County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A
Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in the attachment.
- C. Provide a single point of contact, to be identified upon Notice to Proceed.
- D. Provide aluminum caps for iron rods, for survey control points.

Attachment B
Services to be Provided by Surveyor

Provide Topographic Survey for County Road No. 384 Low Water Crossing at Donahoe Creek from right-of-way to right-of-way plus an additional 10' each side of right-of-way for a distance of 200' north and south of Donahoe Creek.

1. Perform field work to set a minimum of two (2) control points for project. Coordinates shall be based on Texas State Plane System, grid values and North American Vertical Datum GEOID 12 A.
2. Perform field work to obtain all information to prepare a topographic survey including all visible utility appurtenances and details of opening size of existing low water crossing concrete structure.
3. Perform office work to produce Micro Station electronic drawing, tin file and ASCII electronic point file.
4. Supervise and quality control all aspects of project. Maintain communication with Client. Attend meetings if requested.

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County. All survey items are anticipated to be completed and delivered within 3 weeks of Authorization to Proceed.

Attachment D
Rate Schedule

Diamond Surveying, Inc.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$120.00 per hour
R.P.L.S. as expert witness.....	\$165.00 per hour
Project Surveyor.....	\$100.00 per hour
GPS Processor.....	\$100.00 per hour
Survey Technician.....	\$95.00 per hour
Secretary.....	\$60.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$110.00 per hour
2-Man Field Party.....	\$140.00 per hour
3-Man Field Party.....	\$160.00 per hour
4-Man Field Party.....	\$180.00 per hour
Charges for special equipment:	
GPS Field Base Unit with Rover (R.T.K.)	\$80.00 per hour
Additional Rover (R.T.K.)	\$70.00 per hour
GPS Field Base Unit for Static Session	\$70.00 per hour
Robotic Total Station with Rover	\$80.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Schedule B Item No. 1: Set survey control

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform field work to set a minimum of two (2) control points for project. Coordinates shall be based on Texas State Plane System, grid values and North American Vertical Datum GEOID 12 A.	2 Man Field Crew	2	Hours	\$140.00	\$280.00	Subtotal \$280.00

Schedule B Item No. 2: Perform topographic survey

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform field work to obtain all information to prepare a topographic survey including all visible utility appurtenances and details of opening size of existing low water crossing concrete structure.	2 Man Field Crew	20	Hours	\$140.00	\$2,800.00	Subtotal \$2,800.00

Schedule B Item No. 3: Prepare CAD drawing and Tin file

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform office work to produce Micro Station electronic drawing, tin file and ASCII electronic point file.	Project Surveyor	20	Hours	\$100.00	\$2,000.00	Subtotal \$2,000.00

Schedule B Item No. 4: Supervise And Quality Control All Aspects of Project

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Supervise and Quality Control All Aspects of Project	R.P.L.S.	3	Hours	\$120.00	\$360.00	Subtotal \$360.00

Total	\$5,440.00
--------------	-------------------

Commissioners Court - Regular Session**15.****Meeting Date:** 03/29/2016

Discuss consider and take appropriate action on approval of the revised plat of Lot 271 of San Gabriel River Ranch subdivision - Pct 2

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised plat of Lot 271 of San Gabriel River Ranch subdivision - Pct 2

Background

This is a simple replat of Lot 271 to divide it into two lots, 271A and 271B. The replat conforms to Williamson County requirements.

Fiscal Impact

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

Attachments

[Replat - San Gabriel River Ranch Lots 271](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/07/2016 02:33 PM

SAN GABRIEL RIVER RANCH
CABINET B/ SLIDE 94-P.R.W.C.

SAN GABRIEL RIVER RANCH
CABINET B/ SLIDE 94-P.R.W.C

LOT 272
THOMAS RAY WHITLOW
DOC. NO. 2012108267-O.P.R.W.C.

LOT 273
VICTOR M. MARTINEZ & MARIA C. MARTINEZ
DOC. NO. 2013048662-O.P.B.W.C.

LOT 274
KATHY McCOY
DOC NO 2007040560-0 P R W C

LOT 275
MICHELLE DEANN JOHNSON & GARY RAY JOHNSON
DOC. NO. 2014057651-O.P.R.W.C.

LOT 276
SHEILA JANETT LUCAS & DAVID ERNEST LUCAS
DOC. NO. 9859925-O.R.W.C.

LOT 277
DARRYL C. WINSTEAD
DOC. NO. 2001085426-O.P.R.W.C.

(N88°18'E)
N88°56'32"E 762.83'
(150') 149.63'

338.39'

N:10234456.91
E:3057169.47

1274.81

—N88°56'32"E 435.66'

LOT 271A
2.255±AC.

LOT 271B
2.254±AC.

LOT 271
JOSE ADAME
DOC. NO. 2009035229-O.P.R.W.C.

LOT 271
JOSE ADAME
DOC. NO. 2009035229-O.P.R.W.C.

LOT 259
BERTHA LAVON HOLDER
1346/929-O.R.W.C.

SAN GABRIEL RIVER RANCH
CABINET B/ SLIDE 94-P.R.W.C.

LOT 260
TERI JANETTE SUKUP & FRANK SUKUP
DOC. NO. 2000028873-O.P.R.W.C.

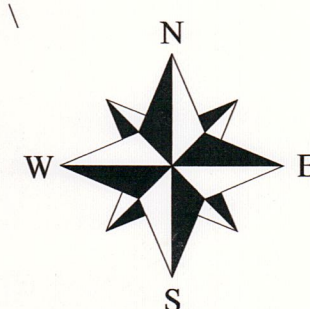
N:10234208.6
E:3057949.9

OWNER: JOSE ADAME
TOTAL PLAT AREA: 4.509± ACRES
NO. OF LOTS: 2 LOTS
BEARING BASIS: TEXAS STATE COORDINATE SYSTEM,
CENTRAL ZONE NAVD 83.
SURVEYOR: CUPLIN AND ASSOCIATES, INC
1932 WEST RR 1431
KINGSDALE, TX 78639
(325) 388-3300
PHONE: (325) 388-3320
FAX:

SAN GABRIEL RIVER RANCH
CABINET B/ SLIDE 94-P.R.W.C.


LOT 270
CHARLES R. NICKLE & DEBRA NICKLE
DOC. NO. 2009079912-O.P.R.W.C.

LOCATION MAP
NOT TO SCALE



SCALE: 1"=40'

0' 40' 80'

A horizontal graphic scale bar with alternating black and white segments. It is marked with '0'' at the left end, '40'' at the midpoint, and '80'' at the right end.

1/2" IRON PIN FOUND
 SET 1/2" IRON PIN
 WITH 5938 PROPERTY CAP
 .../... VOLUME/PAGE
 P.R.W.C. PLAT RECORDS WILLIAMSON CO.
 D.R.W.C. DEED RECORDS WILLIAMSON CO.
 R.P.R.W.C. REAL PROPERTY RECORDS
 WILLIAMSON COUNTY
 O.P.R.W.C. OFFICIAL PUBLIC RECORDS
 WILLIAMSON COUNTY
 C.M. CONTROLLING MONUMENT
 () RECORD INFO/SUBJECT
 B.S.L. BLDG. SETBACK LINE
 U.E. UTILITY EASEMENT
 ——— WIRE FENCE


PLAT OF
LOT NOS. 271A & 271B, SECTION ONE, SAN GABRIEL RIVER RANCH
BEING A REPLAT OF LOT 271, SECTION ONE, SAN GABRIEL RIVER RANCH, ACCORDING TO PLAT RECORDED IN CABINET B, SLIDE
94 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

WILLIAMSON COUNTY, TEXAS.

PROJ NO. 15603	
PREPARED FOR: JOSE ADAME	
TECH: C.FOSTER	
APPROVED: K.CUPLIN	
FIELDWORK PERFORMED ON: 08/18/2015	
COPYRIGHT: 2015	PROFESSIONAL FIRM NO: 10126900

1932 WEST RR 1431
PO BOX 1095
KINGSLAND, TX. 78639
PH.325-388-3300 FAX 325-388-3320
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 40'

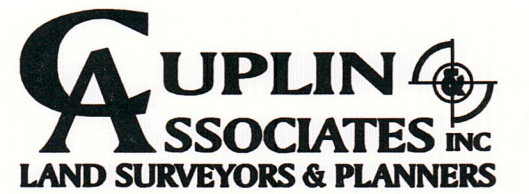


A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '20' at the midpoint, and '40' at the right end.

	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

1 OF 2
SHEET

PLAT OF
LOT NOS. 271A & 271B, SECTION ONE, SAN GABRIEL RIVER RANCH
WILLIAMSON COUNTY, TEXAS.



GENERAL NOTES:

- UTILITY PROVIDERS
WATER PROVIDER IS AQUA TEXAS, INC.
ELECTRIC PROVIDER IS PEDERNALES ELECTRIC CO-OP, INC.
EACH LOT WILL REQUIRE AN ON-SITE SEWAGE FACILITY, PER WILLIAMSON COUNTY REGULATIONS.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- SELLING OFF A PORTION OF THIS SUBDIVISION BY METES AND BOUNDS DESCRIPTION, WITHOUT A REPLAT BEING APPROVED WILLIAMSON COUNTY, IS A VIOLATION OF COUNTY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS TEXAS COORDINATE SYSTEM - CENTRAL ZONE.
- SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOODPLAIN) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48491C0250E, DATED 09/26/2008.
- THE DISTANCES SHOWN HEREON ARE GRID VALUES. FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.000131989.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM THE SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF SAN GABRIEL RIVER RANCH, SECTION ONE, AS RECORDED IN CABINET B, SLIDE 94 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- THE DIVISION OF LOT 271A BY METES AND BOUNDS DESCRIPTION WITHOUT A REPLAT BEING APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT A VIOLATION OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- LOT 271B MAY NOT BE FURTHER SUBDIVIDED.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR THE LOT NOS. 271A & 271B WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOXES THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

FIELD NOTES of a 4.509 acre tract of land, and being a majority of Lot No. 271 of San Gabriel River Ranch, Section One, recorded in cabinet B, Slides 94 and 95 of the Plat Records of Williamson County, Texas and being further described by a General Warranty Deed with Vendor's Lien, conveyed to Jose Adame in Document No. 2009035229 of the Official Public Records of Williamson County, Texas.

BEGINNING at a 1/2" Iron pin found in the south line of that certain Lot No. 272 of said San Gabriel River Ranch, for the northeast corner of a 50 ft. wide roadway easement and the northwest corner hereof;

THENCE, N88°56'32"E (called N88°18'E) with the south line of said Lot No. 272, the south line of those certain Lot Nos. 273 - 277 of said San Gabriel River Ranch, the north line of said Lot No. 271 and the north line hereof, a distance of 762.83 feet, to a 1/2" Iron pin found in the south line of said Lot No. 277, for the northwest corner of that certain Lot No. 259 of said San Gabriel River Ranch, the northeast corner said Lot No. 271 and the northeast corner hereof;

THENCE, S03°52'17"E (called S00°39'E) with the west line of said Lot No. 259, the west line of that certain Lot No. 260 of said San Gabriel River Ranch, the east line of said Lot No. 271 and the east line hereof, a distance of 262.99 feet (called 262.17 feet), to a 1/2" Iron pin found in the west line of said Lot No. 260, for the northeast corner of that certain Lot No. 270, the southeast corner of said Lot No. 271 and the southeast corner hereof;

THENCE, S87°18'51"W (called WEST) with the north line of said Lot No. 270, the south line of said Lot No. 271 and the south line hereof, a distance of 676.35 feet, to a 1/2" Iron pin found the east line of said 50 ft. wide roadway easement, the north line of said Lot No. 270 and the south line of said Lot No. 271, for the southwest corner hereof;

THENCE, N20°31'43"W with the east line of said 50 ft. wide roadway easement and the west line hereof, a distance of 298.99 feet (called 300.0 feet) to the POINT OF BEGINNING. Containing 4.509 acres.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 7th DAY OF March, 2016A.D.

Cady Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

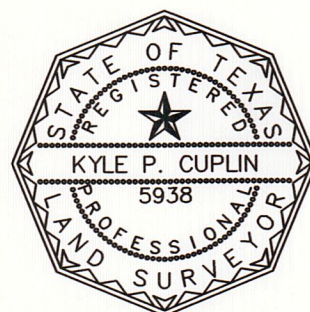
STATE OF TEXAS:
COUNTY OF LLANO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "LOT NOS. 271A & 271B, SECTION ONE, SAN GABRIEL RIVER RANCH", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND.

WITNESS MY HAND AND OFFICIAL SEAL THIS 5th DAY OF MARCH, 2016.

I HEREBY CERTIFY THAT SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOODPLAIN) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48491C0250E, DATED 09/26/2008 AND THAT THE SUBJECT PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (E.A.R.Z.).

K.P. Cuplin
KYLE P. CUPLIN, TEXAS R.P.L.S. NO. 5938



STATE OF TEXAS:
COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS: THAT JOSE ADAME, BEING THE OWNER OF LOT NOS. 271, SAN GABRIEL RIVER RANCH, SECTION ONE, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN PLAT CABINET B, SLIDE 94 THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT NO. 271 BEING FURTHER DESCRIBED IN DOCUMENT NUMBER 2009035229 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY DEDICATE THIS PLAT, TO BE KNOWN AS, "LOT NOS. 271A & 271B, SECTION ONE, SAN GABRIEL RIVER RANCH" AS THE OFFICIAL PLAT OF THE SAME, AND HEREBY DEDICATES TO THE USE OF THE PUBLIC FOREVER, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ALL INTERNAL DRIVEWAYS AND PARKING AREAS SHOWN ON THE PLAT ARE PRIVATE AND TO BE MAINTAINED BY THE OWNER.

IN WITNESS WHEREOF, JOSE ADAME, AFORESAID, HAS CAUSED THE PRESENTS TO BE SIGNED ON

THIS 4th DAY OF March, 2016.

Jose Adame
JOSE ADAME - OWNER

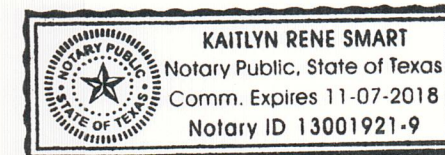
3-4-16
DATE

STATE OF TEXAS:
COUNTY OF LLANO:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOSE ADAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF March, 2016.

Kaitlyn Rene Smart
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L. Marlow, R.S.
DEBORAH L. MARLOW, R.S. 050029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

3/07/2016
DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

IN WITNESS WHEREOF HAS CAUSED THE PRESENTS TO BE SIGNED ON

THIS _____ DAY OF _____, 2016.

Dan A. Gattis
DAN A. GATTIS - COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF WILLIAMSON COUNTY, TEXAS, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LATE SHOWN WRITTEN ABOVE.

NANCY RISTER
COUNTY COURT CLERK
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

PROJ. NO. 15603
PREPARED FOR: JOSE ADAME
TECH: C.FOSTER
APPROVED: K.CUPLIN
FIELDWORK PERFORMED ON: 08/18/2015
COPYRIGHT:2015
PROFESSIONAL FIRM NO: 10126900

1932 WEST RR 1431
PO BOX 1095
KINGSLAND, TX. 78639
PH.325-388-3300 FAX 325-388-3320
WWW.CUPLINASSOCIATES.COM

NOT TO SCALE

	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

2 OF 2
SHEET

Commissioners Court - Regular Session**16.****Meeting Date:** 03/29/2016

San Gabriel Ridge Section 3 Lot 5 - Replat

Submitted For: Joe England**Submitted By:** Stephen Jones-Meyer, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised plat for the San Gabriel Ridge Section 3 Lot 5 subdivision - Pct 2.

Background

This is a replat of a section of the San Gabriel Ridge development. It consists of one commercial lot and no new public roads.

Fiscal Impact

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

Attachments

[San Gabriel Ridge Section 3 Lot 5 - Final Plat](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/21/2016 11:37 AM

BEING A 2.742 ACRE TRACT OF LAND OUT OF THE JOHN B. ROBINSON
SURVEY, ABSTRACT NUMBER 521 SITUATED IN WILLIAMSON COUNTY, TEXAS.

LEGEND

● 1/2" IRON ROD FOUND

○ 1/2" IRON ROD SET

P.R.W.C. PLAT RECORDS WILLIAMSON COUNTY

O.P.R.W.C. OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY

P.O.B. POINT OF BEGINNING

— x — BARBED-WIRE FENCE



DRAWN BY: C.A.H.	CHECKED BY: B.J.
SCALE: 1"=60'	

SHEET NO.
1 OF 2



7. NUMBER OF BLOCKS: ONE

A 1/2" IRON ROD SET IN CONCRETE AT
THE NORTHEAST CORNER OF THIS LOT.
ELEVATION = 957.84 FEET.

NUMBER	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING.	RADIUS
C1	02°16'33"	266.92	266.90	S 23°33'08" E	6720.00

SHEET NO.
2 OF 2

Commissioners Court - Regular Session**17.****Meeting Date:** 03/29/2016

Discuss consider and take appropriate action on approval of the final plat for the Cavazos subdivision - Pct 3

Submitted For: Joe England**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss consider and take appropriate action on approval of the final plat for the Cavazos subdivision - Pct 3.

Background

The Cavazos subdivision consists of 2 single family lots and no new public roads.

Fiscal Impact

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

AttachmentsCavazos

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

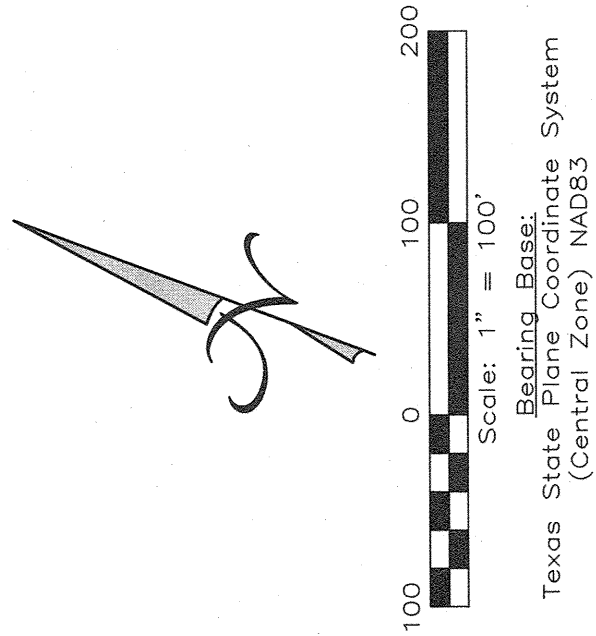
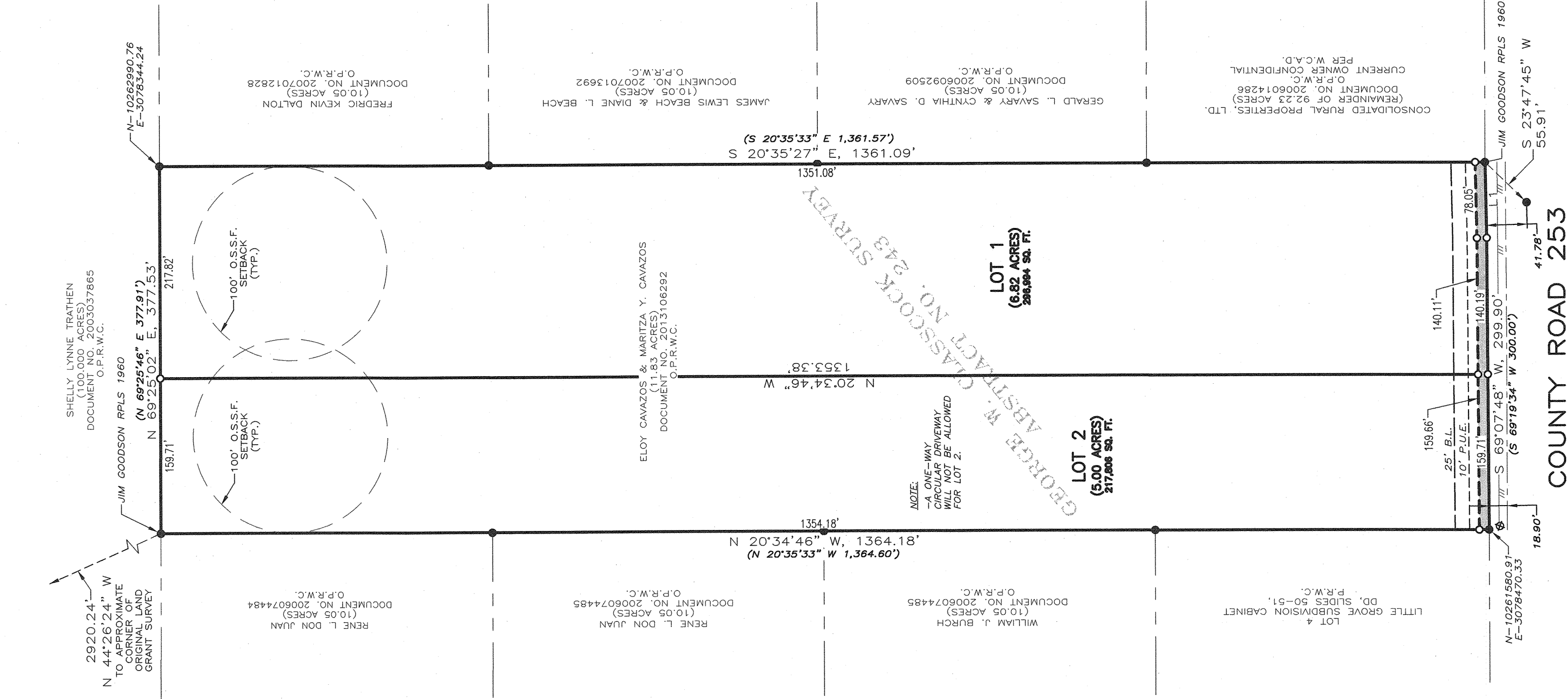
03/22/2016 03:43 PM

Started On: 03/21/2016 10:09 AM

FINAL PLAT OF
CAVAZOS
SUBDIVISION
CITY OF GEORGETOWN, TEXAS

LEGAL DESCRIPTION:

CAVAZOS SUBDIVISION - 11.82 ACRES
All those certain tracts or parcels of land situated in Williamson County, Texas, out of the George W. Glasscock Survey, Abstract No. 243, and being a portion of that certain tract of land described as 92.23 acres in a deed granted to Consolidated Rural Properties, Ltd., recorded under Document No. 2006014286 of the Official Records of Williamson County, Texas.



SURVEYOR:

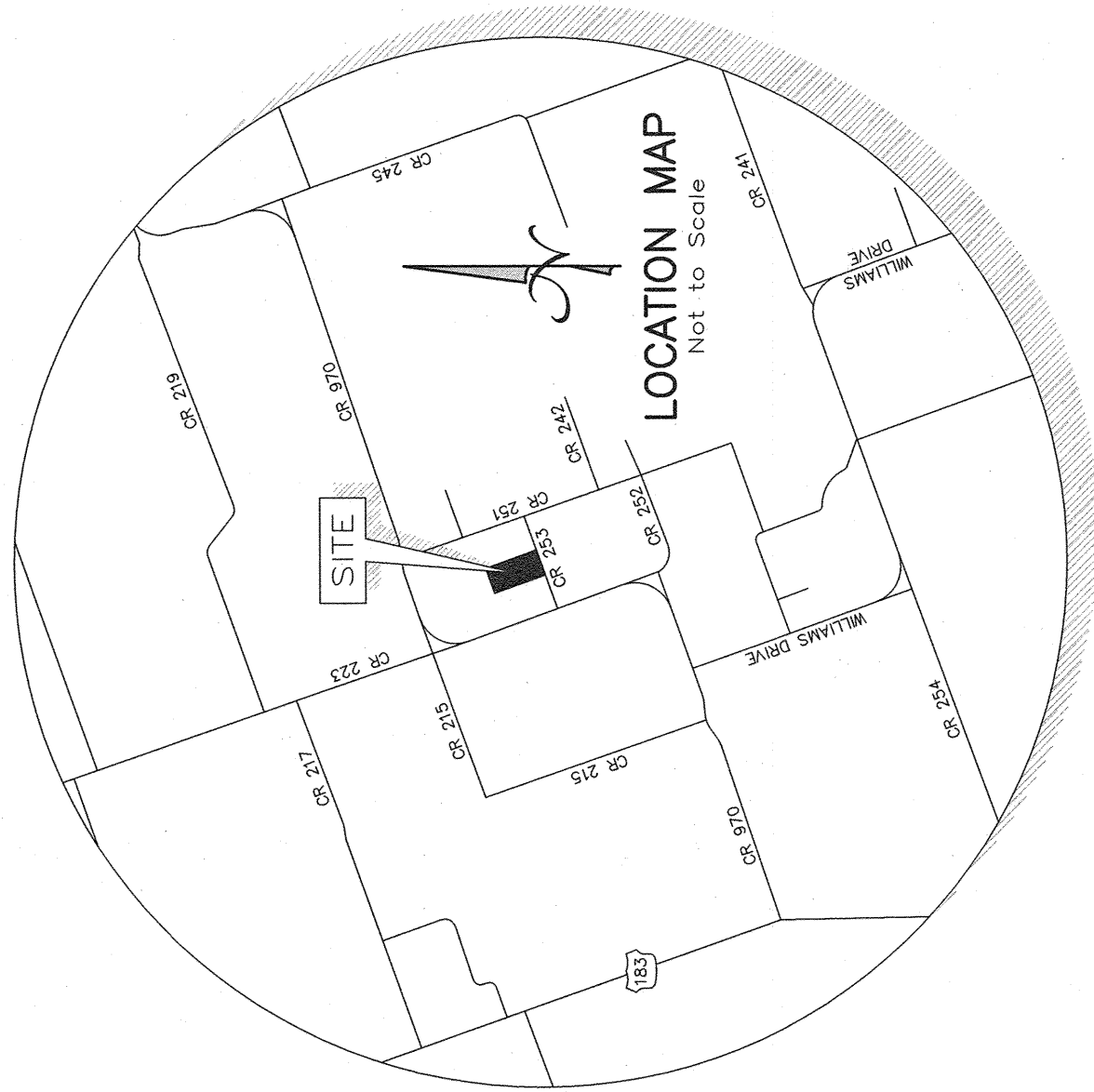
TEXAS LAND SURVEYING, INC.
KENNETH CRIDER, R.P.L.S. NO. 5624
KENNETH@TEXAS-LS.COM
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930-1600

OWNER/SUBDIVIDER:

Eloy Cavazos and Maritza Y. Cavazos
MARITZACAVAZOS@HOTMAIL.COM
352 County Road 253
Georgetown, TX 78633-4149
(512) 585-8128

TOTAL ACREAGE: 11.83
TOTAL RESIDENTIAL LOTS: 2

●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "T.L.S. INC."
	10' WIDE STRIP DEDICATED TO THE COUNTY FOR RIGHT-OF-WAY PURPOSES, PER THIS PLAT
	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
BL	BUILDING SETBACK LINE
O.S.S.F.	ON-SITE SEWAGE FACILITY



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 68°14'48" W	77.92'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 68°26'34" W	151.94'

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texaslandsurveying.com
TBPLS FIRM NO.10056200

SHEET

1

OF

2

DATE OF PLAT PREPARATION: OCTOBER 9, 2015

Commissioners Court - Regular Session**18.****Meeting Date:** 03/29/2016

Discuss consider and take appropriate action on approval of the final plat for the Paloma Lake Section 23B subdivision Pct 4

Submitted For: Joe England**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 23B subdivision - Pct 4.

Background

This is the next section of the Paloma Lake development. It consists of 53 single family lots and 1,813 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$49,503.68 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

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

Attachments

Paloma Lake Section 23B

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/21/2016 02:05 PM





Commissioners Court - Regular Session**19.****Meeting Date:** 03/29/2016

Discuss consider and take appropriate action on approval of the revised preliminary plat for the Sonterra West Section 7A subdivision - Pct 3

Submitted For: Joe England**Submitted By:** Katheryn Cromwell, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the revised preliminary plat for the Sonterra West Section 7A subdivision - Pct 3

Background

This is the next section of the Sonterra West development. It consists of 118 single family lots and 4,317 feet of new public roads.

Fiscal Impact

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

Attachments

Sonterra West Sec 7A

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

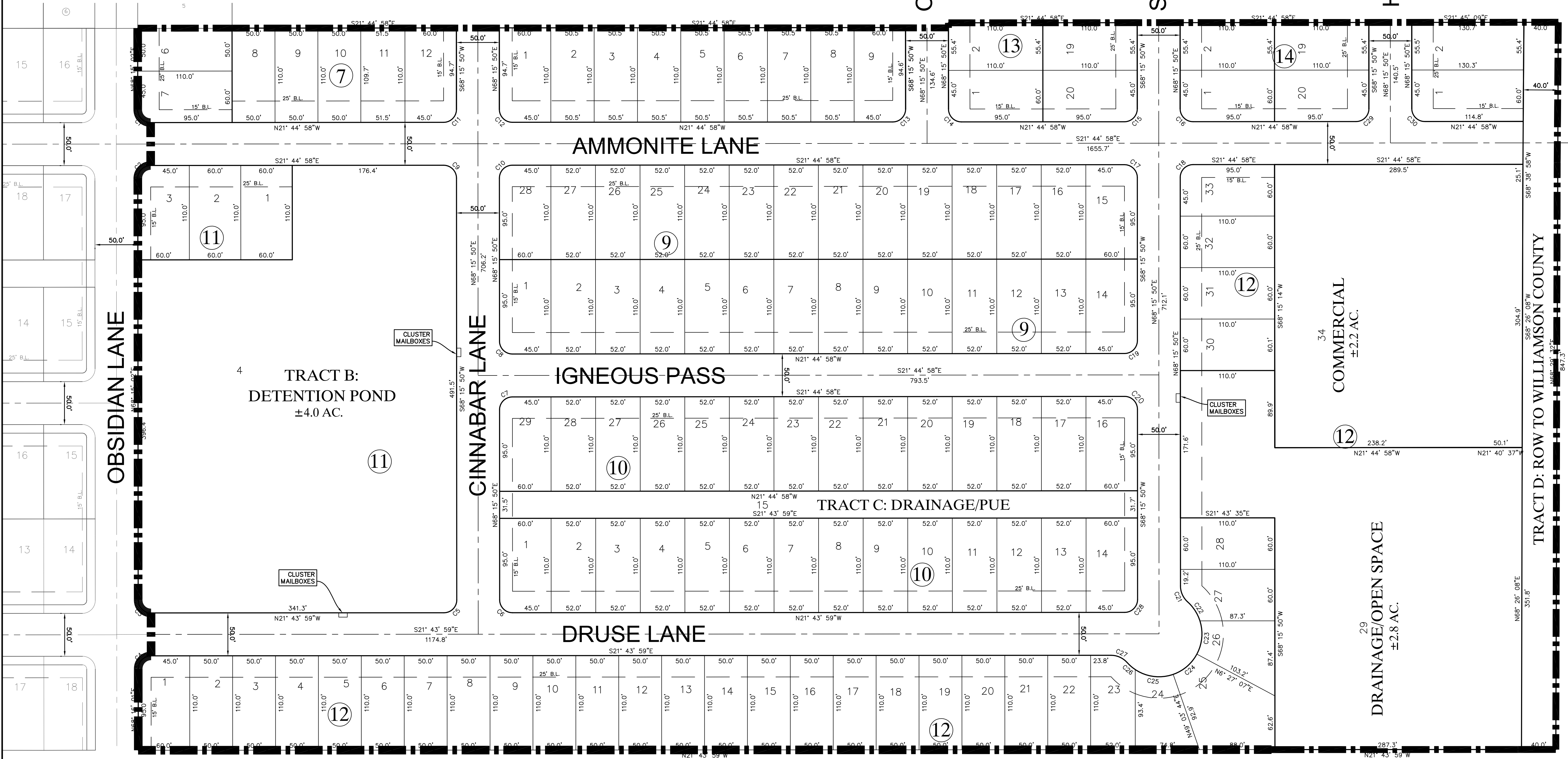
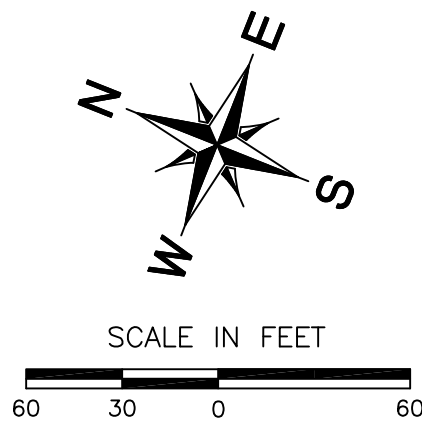
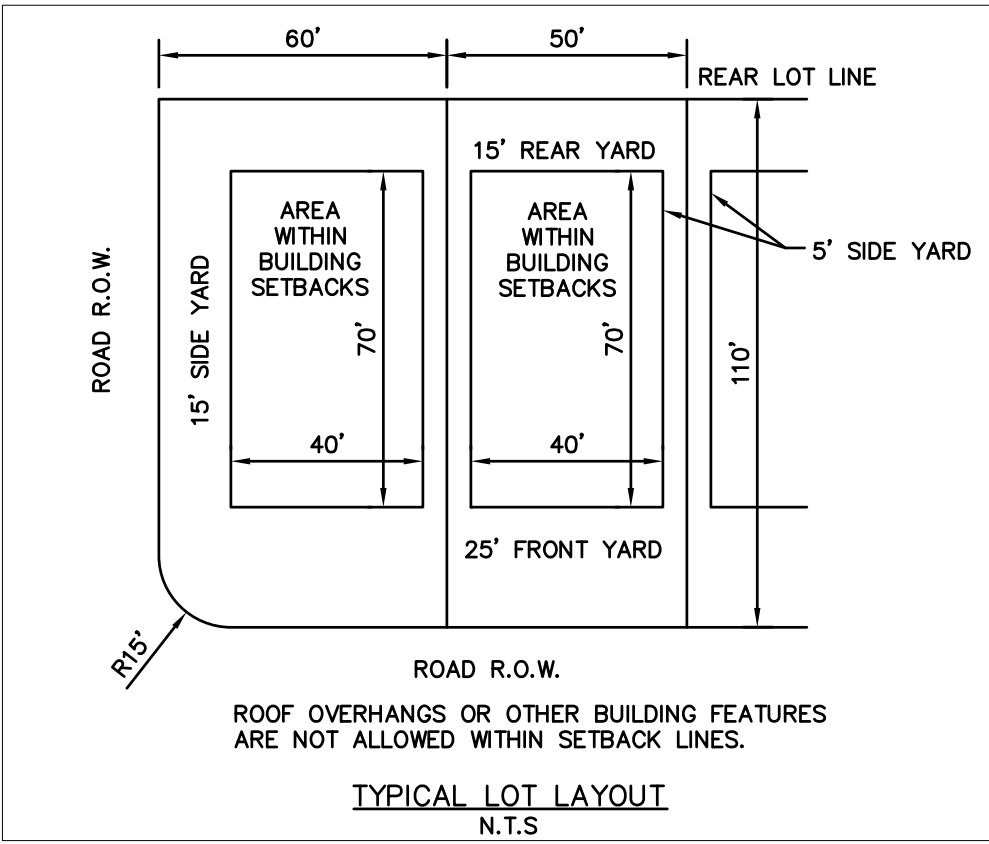
Date

03/22/2016 03:43 PM

Started On: 03/22/2016 02:22 PM

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	23.56	15.00	90.00	15.00	N23° 15' 02"E	21.21
C2	23.56	15.00	90.00	15.00	S66° 44' 58"E	21.21
C3	23.56	15.00	89.98	15.00	N23° 15' 32"E	21.21
C4	23.56	15.00	90.00	15.00	S66° 43' 59"E	21.21
C5	23.56	15.00	90.00	15.00	N66° 44' 04"W	21.21
C6	23.56	15.00	90.00	15.00	N23° 15' 56"E	21.21
C7	23.56	15.00	89.99	15.00	S66° 44' 34"E	21.21
C8	23.57	15.00	90.01	15.00	N23° 15' 26"E	21.22
C9	23.57	15.00	90.01	15.00	S23° 15' 26"W	21.22
C10	23.56	15.00	89.99	15.00	S66° 44' 34"E	21.21
C11	23.56	15.00	89.99	15.00	N66° 44' 34"W	21.21
C12	23.57	15.00	90.01	15.00	N23° 15' 26"E	21.22
C13	23.56	15.00	89.99	15.00	N66° 44' 34"W	21.21
C14	23.57	15.00	90.01	15.00	N23° 15' 26"E	21.22
C15	23.56	15.00	89.99	15.00	N66° 44' 34"W	21.21

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C16	23.57	15.00	90.01	15.00	N23° 15' 26"E	21.22
C17	23.57	15.00	90.01	15.00	S23° 15' 26"W	21.22
C18	23.56	15.00	89.99	15.00	S66° 44' 34"E	21.21
C19	23.56	15.00	89.99	15.00	N66° 44' 34"W	21.21
C20	23.57	15.00	90.01	15.00	S23° 15' 26"W	21.22
C21	21.03	25.00	48.19	11.18	N44° 10' 09"E	20.41
C22	26.71	50.00	30.61	13.68	S35° 22' 38"W	26.39
C23	39.94	50.00	45.77	21.11	S73° 33' 58"W	38.89
C24	37.18	50.00	42.61	19.50	N62° 14' 34"W	36.33
C25	46.23	50.00	52.97	24.91	N14° 27' 03"W	44.60
C26	12.64	50.00	14.48	6.35	N19° 16' 37"E	12.60
C27	21.05	25.00	48.25	11.20	S2° 23' 32"W	20.44
C28	23.56	15.00	90.00	15.00	N66° 44' 04"W	21.21
C29	23.56	15.00	89.99	15.00	N66° 44' 34"W	21.21
C30	23.57	15.00	90.01	15.00	N23° 15' 26"E	21.22



No.	Date	Revisions	App.

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2016
Project No.

REVISIONS

360° PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

SONTERRA WEST
SECTION 7-A
JARRELL, TEXAS

REVISED
PRELIMINARY PLAT

SHEET
03

Commissioners Court - Regular Session**20.****Meeting Date:** 03/29/2016

WCEMS April Pools Day Proclamation 2016

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the proclamation for Williamson County Child Fatality Review Team and Williamson County EMS proclaiming April 1, 2016 as the the beginning of April Pools Day in Williamson County.

Background

The main purpose of April Pools Day is to educate the public on drowning prevention and related water safety issues. In addition to educating the public on drowning prevention, April Pools Day promotes staying close, being alert and watching children in and around the pool. Learning and practicing water safety skills, and having the appropriate equipment for your pool and spa. Through awareness, our goals is to add as many proven water safety steps as possible is the best way to assure a safe and fun experience, because you can never know which one might save a child's life - until it does.

Fiscal Impact

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

Attachments[April.Pools.Day.2016](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/22/2016 08:55 AM

PROCLAMATION
APRIL POOLS DAY

April 1-30, 2016

WHEREAS, Every child and adult deserves to be educated on basic water safety – including drowning prevention – to keep them in good health and to ensure a healthy future;

WHEREAS, Drownings are the leading cause of injury death in children ages 1 to 4;

WHEREAS, Nonfatal drownings occur at a higher rate and can cause long-term disabilities including permanent loss of basic functioning;

WHEREAS, **Williamson County Child Fatality Review Team** is committed to protecting Williamson County’s residents by promoting basic water safety and drowning prevention;

WHEREAS, Now is the time for the people of Williamson County to come together as a community to educate ourselves on water safety and pledge our commitment to ensuring the safety of ourselves, our families, and our community.

NOW, THEREFORE, the Commissioner’s Court of Williamson County does hereby proclaim April 1-30, 2016 as

April Pools Day

PROCLAIMED this the 29th day of March, 2016.

Dan Gattis, County Judge

Lisa Birkman, Commissioner, Precinct One

Cynthia Long, Commissioner, Precinct Two

Valerie Covey, Commissioner, Precinct Three

Ron Morrison, Commissioner, Precinct Four

ATTEST:

[Name], [Title]

Commissioners Court - Regular Session**21.****Meeting Date:** 03/29/2016

Texas A&M AgriLife Extension Quarterly Interpretation of Programs and Declaration of National Ag Day in Williamson County

Submitted By: Angela Dismukes, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials, including declaring March 24 as National Ag Day in Williamson County.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Dismukes

Final Approval Date: 03/03/2016

Reviewed By

Wendy Coco

Date

03/03/2016 09:03 AM

Started On: 03/01/2016 02:14 PM

Commissioners Court - Regular Session**22.****Meeting Date:** 03/29/2016

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 02/23/2016

Reviewed By

Wendy Coco

Date

02/23/2016 03:07 PM

Started On: 02/19/2016 03:00 PM

Commissioners Court - Regular Session**23.****Meeting Date:** 03/29/2016

Discuss Williamson County Long Range Transportation Plan

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

Fiscal Impact

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

Attachments[Arterial Plan](#)[Access Plan](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

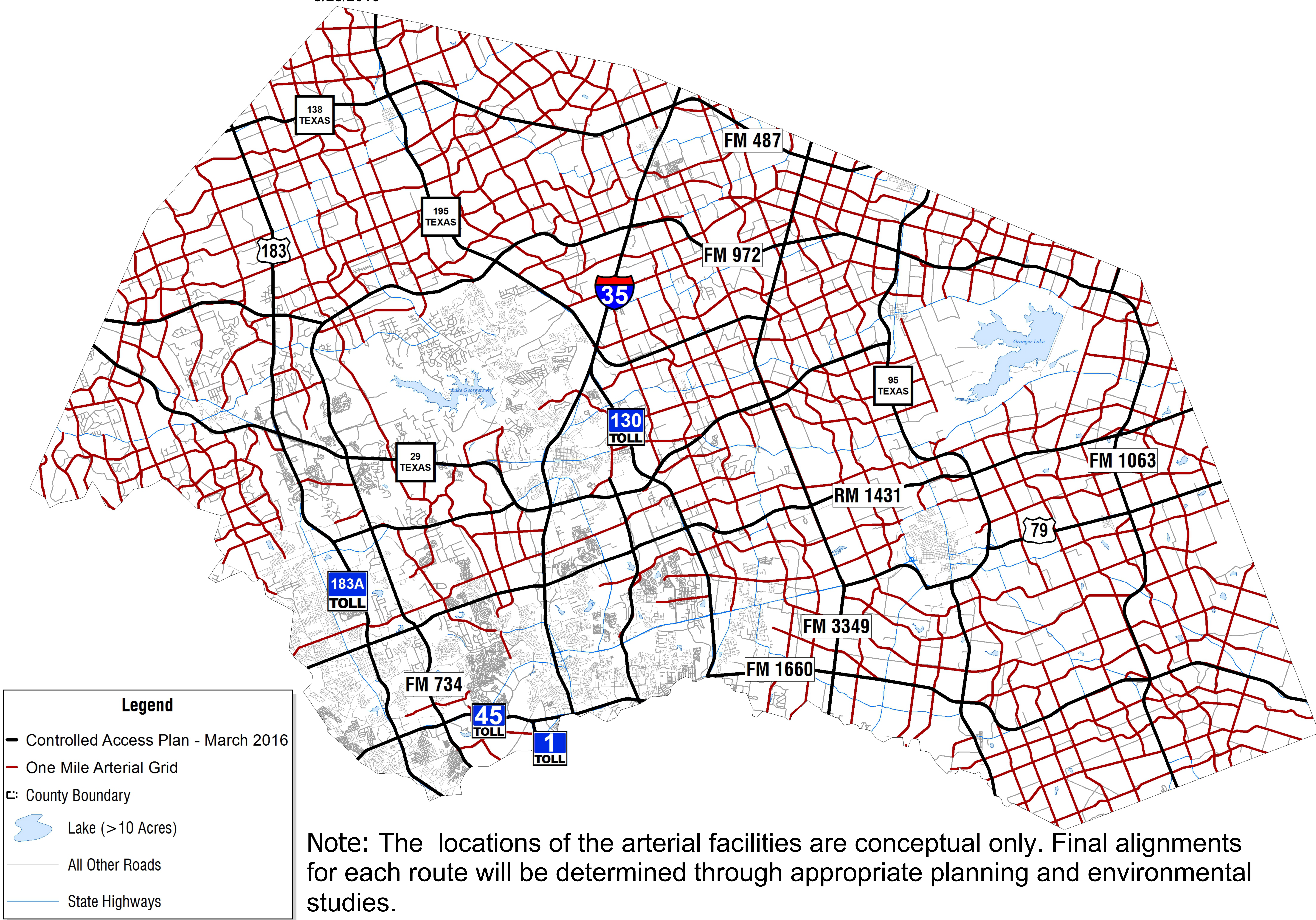
Date

03/23/2016 11:02 AM

Started On: 03/23/2016 10:29 AM

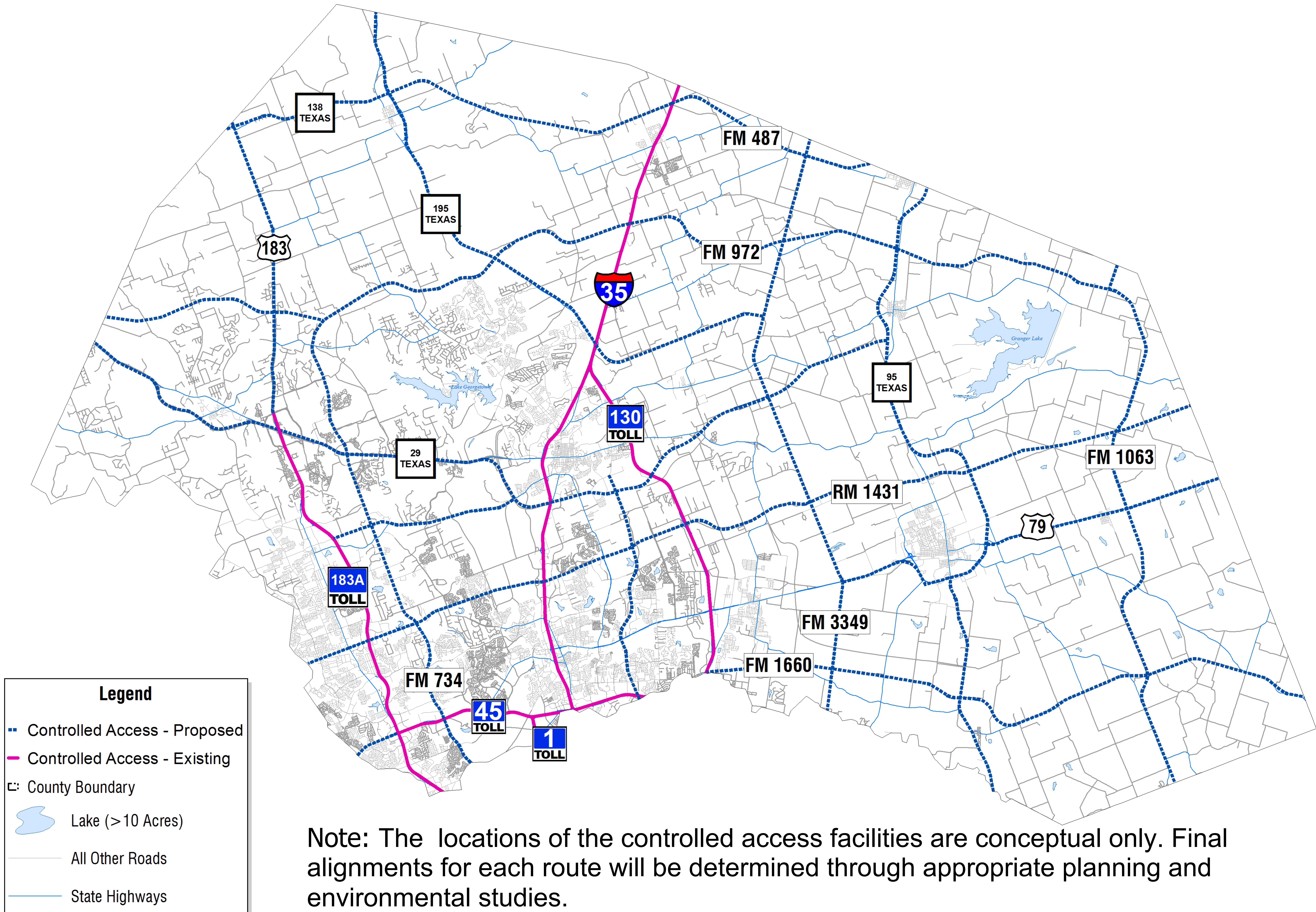
Conceptual Map of Proposed Arterial Facilities

3/23/2016



Conceptual Map of Proposed Controlled Access Facilities

3/23/2016



Commissioners Court - Regular Session**24.****Meeting Date:** 03/29/2016

2006 Road Bond Transfer Request

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the transfer of 2006 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$50,000.00 from Non Departmental (P156) to Tradesman Drive (P263), \$200,000.00 from CR 108 (P240) to Tradesman Drive (P263), \$8,305.00 from Williams Drive (P183) to CR 245 (P273), and \$3,000,000.00 from Pearson Ranch Road @ SH45/RM620 Interchange (P222) to Pearson Ranch Road (P221).

Background

Fiscal Impact

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

AttachmentsMemo-2006 R Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 11:40 AM

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman
Williamson County Auditor's Office

From: Michael J. Weaver

Date: March 23, 2016

Re: 2006 Road Bond Budget Transfer

Please process the following budget adjustments under the 2006 Road Bond Program:

- Move \$50,000.00 from P-156 Unallocated Interest to P-263 Tradesman Drive
- Move \$200,000.00 from P-240 CR 108 to P-263 Tradesman Drive
- Move \$8,305.00 from P-183 Williams Drive to P-273 CR 245 and close P-273 CR 245
- Move \$3,000,000.00 from P-222 Pearson RR @ SH45/RM620 Interchange to
P-221 Pearson Ranch Road

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Joe England, P.E., Williamson County Engineer
Christen Eschberger, P.E., HNTB
Pam Navarrette, Williamson County Auditor's Office
Marie Walters, Prime Strategies, Inc.

Commissioners Court - Regular Session**25.****Meeting Date:** 03/29/2016

2013 Road Bond Transfer Request

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the transfer of 2013 Road Bond funds per recommendations of Mike Weaver, Road Bond Manager in the amount of \$4,000,000.00 from Pearson Ranch Road @ SH45/RM620 Interchange (P222) to Pearson Ranch Road (P221), \$1,200,000.00 from CR 112 Phase 1 (P295) to Expo Center Access Road (P297).

Background

Fiscal Impact

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

AttachmentsMemo-2013 R Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 11:44 AM

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman
Williamson County Auditor's Office

From: Michael J. Weaver

Date: March 23, 2016

Re: 2013 Road Bond Budget Allocation

Please process the following budget adjustments under the 2013 Road Bond Program.

- Move \$4,000,000.00 from P-222 Pearson RR @ SH45/RM620 Interchange to
P-221 Pearson Ranch Road
- Move \$1,200,000.00 from P-295 CR 112 Phase 1 to P-297 Bill Pickett Trail (East
WilCo Park Access Road)

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Maria Castanon, P.E., HNTB
Marie Walters, Prime Strategies, Inc.

Commissioners Court - Regular Session**26.****Meeting Date:** 03/29/2016

Discuss, consider and take appropriate action on Change Order No. 1 to contract number 15IFB114

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 1, to contract number 15IFB114, in the amount of \$287,557.76 for the underseal and overlay of Limmer Loop.

Background

This Change Order balances the contract quantities and decreases the total contract amount by \$287,557.76. This project is complete, with minor punch items successfully completed.

Fiscal Impact

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

Attachments[Change Order Number 1](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 10:54 AM

Job #15041

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Angel Brothers Enterprises, Ltd.
2. Change Order Work Limits: Sta. 2+75 to Sta. 313+15
3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)
4. Reasons: 2E (3 Max. - In order of Importance - Primary first)

Project: 151FB114

Roadway: Limmer Loop

Purchase Order Number: _____

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$287,557.76)

THE CONTRACTOR Date 3-15-16

By

Typed/Printed Name

Typed/Printed Title

Mike Pruitt

Vice President

RECOMMENDED FOR EXECUTION:

[Signature] 3/2/16
Project Manager Date
Construction Observer

Kelly G. Morrell 3/2/16
Design Engineer Date

Terron Cuervo 3/3/16
Program Manager Date

Design Engineer



County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

TABLE A: Force Account Work and Materials Placed into Stock

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED			NEW		
				QUANTITY	ITEM COST	ADD or (DEDUCT)	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316	ASPH (CHFRS-2P OR CRS-2P)	GAL	\$2.85	61,256.00	\$174,579.60		38,525.00	\$109,796.25	(\$64,783.35)
316	AGGR (TY-8 GR-3 SAC-B)	CY	\$56.00	1,523.00	\$83,765.00		714.25	\$39,283.75	(\$44,481.25)
354	PLANE ASPH CONC PAV (0" TO 2")	SY	\$4.00	6,984.00	\$27,936.00		4,897.00	\$19,588.00	\$19,588.00
354	PLANE ASPH CONC PAV (8" TO 10")	SY	\$5.00	19,008.00	\$95,040.00		16,716.00	\$83,580.00	(\$11,460.00)
662	WIK ZN PAV MRK SHT TERM (TAB) TY Y	EA	\$1.00	120.00	\$120.00		413.00	\$293.00	\$293.00
662	WIK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	\$0.90	10,149.00	\$9,134.10		3,895.00	\$3,505.50	(\$5,628.60)
666	REFL PAV MRK TY I (W) 24" (SLO) (090MIL)	LF	\$4.25	304.00	\$1,292.00		411.00	\$1,746.75	\$454.75
666	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	\$96.00	3.00	\$285.00		5.00	\$475.00	\$190.00
666	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	\$120.00	3.00	\$360.00		5.00	\$600.00	\$240.00
666	REFL PAV MRK TY I (V) 4" (BRK) (090MIL)	LF	\$0.27	32,454.00	\$8,762.58		6,390.00	\$1,725.30	(\$7,037.28)
666	REFL PAV MRK TY I (Y) 4" (SLO) (090MIL)	LF	\$0.24	77,184.00	\$18,518.98		63,256.00	\$16,181.44	(\$3,335.52)
666	REFL PAV MRK TY II (W) 24" (SLO)	LF	\$1.10	1,286.00	\$1,414.60		411.00	\$452.10	(\$962.50)
666	REFL PAV MRK TY II (W) (ARROW)	EA	\$60.00	3.00	\$180.00		5.00	\$250.00	\$100.00
666	REFL PAV MRK TY II (W) (WORD)	EA	\$60.00	3.00	\$180.00		5.00	\$300.00	\$120.00
666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	\$0.19	32,454.00	\$6,166.26		6,390.00	\$1,214.10	(\$4,952.16)
666	REFL PAV MRK TY II (Y) 4" (SLO)	LF	\$0.18	77,184.00	\$14,659.26		63,256.00	\$12,018.64	(\$2,640.62)
672	REFL PAV MRKR TY I-G	EA	\$3.00	120.00	\$360.00		135.00	\$405.00	\$45.00
672	REFL PAV MRKR TY II-A-A	EA	\$2.76	3,138.00	\$8,629.50		1,942.00	\$5,340.50	(\$3,289.00)
3268	D-GR HMA TY - B PG84-22	TON	\$83.60	9,409.00	\$785,651.50		8,391.02	\$700,650.17	(\$85,001.33)
3268	D-GR HMA TY - C PG70-22	TON	\$76.76	19,263.00	\$1,458,414.76		17,886.61	\$1,364,903.13	(\$103,511.62)
3268	D-GR HMA TY - C PG70-22 (LEVEL-UP)	TON	\$102.00	803.00	\$81,906.00		1,082.36	\$110,400.72	\$28,494.72
TOTALS					\$2,777,323.11			\$2,488,765.36	(\$287,557.75)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session**27.****Meeting Date:** 03/29/2016

Amendment to Waste Management Permit

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on revisions to Part III (Site Development Plan) and Part IV (Site Operating Plan) of the previously approved permit 1405B for the Williamson County Recycling and Disposal Facility.

Background

Fiscal Impact

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

Attachments[Explanation Support Modification](#)[Permit Modification Letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:00 AM

Started On: 03/23/2016 09:10 AM

Explanation Support Modification

There are several operational benefits to the request including the following:

- Does not reduce the landfill's capability to protect the environment and human health
This modification removes from the permit two recycling operations that are no longer operating, adds disposal alternatives for latex paint, and provides performance based criteria for leachate monitoring. It will not reduce the landfill's capability to protect the environment and human health.
- Does not increase the peak height of the landfill
This modification will not increase the peak height of the landfill
- Does not decrease the base grades of the landfill
This modification will not decrease the base grades of the landfill
- Rate of Waste Disposal
This modification will not have any effect on the rate of waste disposal
- Does not increase landfill capacity
This modification will not increase the capacity of the landfill
- Modification Request
This proposed modification is to update permit 1405B to revise the Part III, Site Development Plan, Attachment 1, Site Layout Plan to revise Figures III-1.1, III-1.2A, III-1.4, and III-1.5 and to remove Figures III-1.7, III-1.8, and III-1.9 to remove the construction and demolition debris and asphalt shingle recycling facilities; and to revise Part IV, Site Operating Plan, removing all references related to the construction and demolition debris and asphalt shingle recycling facilities, including the removal of Appendices C and D; revising Section 4.3.6, Recycling Facility, adding a description of processing and disposal of latex paint; and revising Section 4.0, General Instructions, to provide performance-based standards for leachate level measurement.

SCS ENGINEERS

January 29, 2016

TRANSMITTAL LETTER

To: Honorable Williamson County Judge Dan Gattis
Cc: Robert Daigh
From: J. Roy Murray, P.E.
Re: Williamson County Recycling and Disposal Facility
Site Development and Site Operating Plan Permit Modification

Honorable Williamson County Judge Gattis,

Attached, please find 2 copies of an application for a permit modification to the Williamson County RDF for the County's review and approval. Additionally, I have included an additional copy of the Permit/Registration Modification Application Form for the your signature should the County find the application acceptable.

Specifically, this permit modification to the Site Development Plan and Site Operating Plan incorporates several modifications. In Part III, the Site Development Plan, changes are made to Attachment 1, Site Layout Plan. The Site Layout Plan has been revised to remove the references to the asphalt shingle and construction and demolition debris recycling facilities. The figures that have been revised are Figures III-1.1, III-1.2A, III-1.4, and III-1.5. The figures that have been deleted are Figures III-1.7, III-1.8, and III-1.9.

The Part IV, Site Operating Plan, has been revised to remove the references and appendices related to the construction and demolition debris and asphalt shingle recycling facilities and to provide performance-based standards for leachate level measurement.

If you have any questions, comments or concerns, please feel free to call me at 281-293-8494, extension 6156.

If the County finds the application acceptable, please sign the Permit/Registration Modification Application Form and call me and I will have someone from our office pick up the signed form and make the submittal to the TCEQ.

Thank you,



J. Roy Murray, P.E.
Vice President

Commissioners Court - Regular Session**28.****Meeting Date:** 03/29/2016

Gattis School Rd. Plat

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing County Judge to execute an Order changing the name of Gattis School Road/SH 130 Subdivision to of Star Ranch Gattis School Road/SH 130 Subdivision

Background

Fiscal Impact

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

AttachmentsStar Ranch Gattis School Road Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:02 AM

Started On: 03/23/2016 09:38 AM

STATE OF TEXAS

WILLIAMSON COUNTY

ORDER

WHEREAS, on March 8, 2016, the Commissioner's Court approved a final plat named Gattis School Road/SH 130 Subdivision; and

WHEREAS, the Court and the owner of the property desire to amend and clarify the name of the plat as Star Ranch Gattis School Road/SH 130 Subdivision.

NOW THEREFORE, the Commissioners Court of Williamson County hereby orders the name of the plat previously approved as Gattis School Road/SH 130 to be changed to Star Ranch Gattis School Road/SH 130.

This Order approved on the 29th day of March, 2016.

Dan A. Gattis
County Judge

ATTESTED BY:

Nancy Rister, County Clerk

Commissioners Court - Regular Session**29.****Meeting Date:** 03/29/2016

Expo Rate Schedule

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Expo Center recommended standard rate schedule and the Williamson County AgriLife Extension rate schedule and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.

Background

The Williamson County Expo Center standard rate schedule and the Williamson County AgriLife Extension rate schedule, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Court. Thus, the rates will serve as the standard rates to be used for the facility, furniture and equipment rental.

Fiscal Impact

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

Attachments[Expo Rate Schedule](#)[Expo Agrilife Rate Schedule](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 03/23/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

03/22/2016 04:41 PM

03/23/2016 08:28 AM

Started On: 03/22/2016 04:00 PM

Williamson County Exposition Center

<u>AREA</u>	<u>DAILY RATE</u>	<u>HORSE STALLS RENTED</u>
Arena	\$800.00	00-50 stalls per day
	\$400.00	51-80 stalls per day
	\$0.00	81-100 stalls per day
Expo Hall North	\$500.00	
Expo Hall South	\$500.00	
Covered Expo	\$400.00	
Meeting Room	\$150.00 or \$30.00 per hour with a 2 hour min. ***	
Conference Room	\$100.00 or \$30.00 per hour with a 2 hour min. ***	
Catering Kitchen	\$100.00	
*Expo Hall North and South	\$900.00	
*Expo Hall North, South and Covered Expo	\$1,300.00	
*Entire Facility	\$2,000.00	
**Arena (Private: 3 Hours)	\$200.00 (9a.m. - 12 noon or 1p.m. - 4 p.m. on Monday – Thursday)	
**Arena (Private: 5 Hours)	\$350.00 (5p.m. - 10 p.m. on Monday – Thursday)	

GUEST SERVICES (Tables, Chairs, Podium, Stage, Microphone)

Tables (Rectangular)	\$8.00	Each Per Event
Tables (Round)	\$8.00	Each Per Event
Chairs	\$1.25	Each Per Event
Easels	\$5.00	Each Per Event
Podium	\$25.00	Each Per Event
Stage	\$200.00	Each Per Event
Portable P/A	\$50.00	Each Per Event
Microphone	\$25.00	Each Per Event
Projector and Projector Screen	\$50.00	Each Per Event

UTILITY SERVICES

Electrical Drops	\$25.00	Each Drop/ Per Day
------------------	---------	--------------------

OVERNIGHT SERVICES

Stalls	\$25.00	Each Per Day
RV Site (Non-Utility)	\$15.00	Each Per Day

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	\$350.00	Per Set-up
Rodeo Equipment	\$750.00	Per Set-up
Custodial/Staffing Fee	\$20.00	hour/per staff outside of regular office hours
Forklift/Genie Lift with operator	\$50.00	hour
Set up Fee	As required	per event
Banner and Sign Hanging	As required	per event
Tractor Drags	As required	per event

MISCELLANEOUS

Reservation/Security Deposit	\$500 for Expo Halls, Covered Expo and Arena
Reservation/Security Deposit	\$100 if only Meeting Room, Conference Room or Catering Kitchen
Damages	Cost plus twenty percent (20%)

***Multiple area rental discount**

****Bookings will be available no more than 45 days in advance**

*****Plus staffing fee outside of office hours**

Williamson County Exposition Center

Williamson County AgriLife Extension Rate

- The Williamson County AgriLife Extension office will be able to utilize the following rate schedule Monday- Thursday when available. Williamson County AgriLife Extension may not book Monday- Thursday events with this rate schedule more than 45 days in advance.
- The Williamson County AgriLife Extension office will be able to utilize the following rate schedule for 7 consecutive days 2 times in a calendar year. Williamson County AgriLife Extension may book 7 consecutive day events with this rate schedule 15 months in advance.

AREA

DAILY RATE

Arena	\$200.00
Expo Hall North	\$200.00
Expo Hall South	\$200.00
Covered Expo	\$100.00
Meeting Room	\$25.00
Conference Room	\$25.00
Catering Kitchen	\$25.00

GUEST SERVICES PACKAGE (Tables, Chairs, Podium, Stage, Microphone)

1-100 Guest	\$50.00	Per Event
100-200 Guest	\$150.00	Per Event
200-300 Guest	\$250.00	Per Event
300-400 Guest	\$350.00	Per event

UTILITY SERVICES

Electrical Drops	\$25.00	Each Drop/Per Day
------------------	---------	-------------------

OVERNIGHT SERVICES

Horse Stall	\$25.00	Each Per day
RV Site (Non-Utility)	\$15.00	Each Per day

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	\$350.00	Per Set Up
Rodeo Equipment	\$750.00	Per Set Up
Custodial/Staffing Fee	\$20.00/ hour/per staff outside of regular business hours	
Forklift/Genie Lift with operator	\$50.00/hour	
Set up Fee	As required per event	
Banner and Sign Hanging	As required per event	
Tractor Drags	As required per event	

MISCELLANEOUS

Reservation/Security Deposit	\$200 Deposit
Damages	Cost plus twenty percent (20%)

Williamson County Exposition Center

Commissioners Court - Regular Session**30.****Meeting Date:** 03/29/2016

Expo Facilities Management Policies and Procedures

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Expo Center recommended Facilities Management Policies and Procedure document and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.

Background

The Facilities Management Policies and Procedure Documents, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Court. Thus, the documents will serve as the standard documents to be used for the Williamson County Exposition Center.

Fiscal Impact

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

Attachments

[Expo Policies and Procedures Handbook](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 03/23/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

03/22/2016 04:41 PM

03/23/2016 11:00 AM

Started On: 03/22/2016 04:10 PM



Facilities Management Policies and Procedures



Adopted by the Williamson County Commissioners Court on

Williamson County Exposition Center

PURPOSE OF POLICIES AND PROCEDURES

Provide a consistent guideline for Event Holders, Licensees and Users. Provide a safe and quality experience while using the Williamson County Exposition Center.

PURPOSE OF FEES

Generate revenues to offset the operational costs of the facility and to provide funds for future capital improvements.

ESTABLISHMENT OF FEES

License and Use fees for Williamson County Exposition Center will be reviewed on an annual basis with consideration given to:

- the service needs of the community,
- the facility target user market,
- competitive and reasonable rental rates and
- operational costs and the need for future capital improvements.

FACILITY

Williamson County Exposition Center:

- Parking Lot
- Main Arena
- Indoor Exposition Hall (North)
- Indoor Exposition Hall (South)
- Outdoor Covered Exposition Hall
- Meeting Room
- Conference Room
- Catering/Warming Kitchen

GENERAL USAGE POLICY

Williamson County retains control and management of the Williamson County Exposition Center at all times, and shall have the right at all times to enforce all rules and regulations described hereto; and shall have the right to eject all persons who fail and/or refuse to comply with the rules and regulations.

Williamson County retains the right to refuse any or all requests for use, or to cancel any and/or all reservations before or while they are in effect if these policies are not complied with, or if the space or facility requested is needed for governmental functions.

ACCESS DURING EVENTS

Williamson County Exposition Center employees responsible for management and maintenance of the facility therefore, shall have the right to access the facility at any time during any event.

ADVERTISING

Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. The County does recognize the need for event holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an event by event basis.

Williamson County Exposition Center

EVENT MARKETING

Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government logo may not be used on any promotional materials without the express written consent of Williamson County Exposition Center.

EVENT STAFFING

Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement.

Williamson County may be able to provide personnel for limited activities.

A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event by event basis and finalized during planning meetings.

FACILITY ALTERATIONS

Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

AGREEMENT FOR USE

A group, individual or business ("Licensee") using the Williamson County Exposition Center must first obtain permission from the Williamson County Exposition Center Manager. Agreements for use of the Williamson County Exposition Center or any part thereof will be issued in printed form. (No verbal agreement for use of the Williamson County Exposition Center shall be binding upon either party.) Advance payment and proof of insurance is required at the time of issuance of the Agreement. Agreements will be mailed to Licensee. Licensee will sign and return to Williamson County Exposition Center with advance payment required and proof of insurance. The Williamson County Exposition Center Manager shall require the Licensee to provide information to determine proper management of any event. Agreements will be issued six months in advance when possible, unless events are booked within six months of event, at which time they will be issued immediately upon booking.

BOOKING

All one day non-repeating events may book up to nine months prior to the event date and must book outside of one month. All repeating and multi-day events may book up to two years in advance of dates at one time and outside of one month.

FLOOR/AREA PLANS

Licensee shall submit floor / area plans to facility management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facility management will work with each Licensee on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

HOURS OF OPERATION

Sunday - Thursday 8:00AM-11:00PM
Friday and Saturday 8:00AM-12:00AM

Events must end in accordance with their contracted end time. The Licensee will forfeit one-half of their deposit if the finish time is exceeded by more than thirty minutes.

Williamson County Exposition Center

MOVE IN-MOVE OUT

Move-in/Move-out days occur Monday-Friday 8am-5pm. Additional hours outside of 8am-5pm on a move-in/out day will be subject to \$75/hour fee. Move-in/out days requested outside of M-F are subject to a greater rate not to exceed a full rental rate.

DEPOSIT

A deposit of \$500 is payable at the time the space is reserved. "Tentative" holds for dates are not allowed. The deposit reserves the date, and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be transferred to reserve the facility for the next calendar year or refunded approximately 45 days after the event. An updated address is required for timely deposit returns.

Payment

One Day Event-100% of the contracted Williamson County Exposition Center rental fees including furniture, equipment and services are due 30 days before the day of the rental.

Multiple Day Event-The balance of the rental fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility rental, equipment, furniture and service fees.

CANCELLATIONS

In order to receive a deposit refund less \$100 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with these policies.

SUB-LEASING

Sub-Leasing is not available. If sub-leasing is reported, Licensee Agreement will be immediately terminated.

CREDIT CARD POLICY

Williamson County accepts payment by Visa, Discover and MasterCard only. Per Local Government Code we assess a (2.19%) fee to each transaction

BAD CHECK POLICY

Any checks returned by the bank for any reason will be turned over to the County Attorney's office for prosecution, unless immediate and adequate payment is arranged with the approval of management. NSF (not sufficient funds) checks will be charged an additional \$30 fee.

KEY DISTRIBUTION

Facility key distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Licensees part to re-key the facility.

Williamson County Exposition Center

INSURANCE REQUIREMENTS- Comprehensive Public Liability Insurance

Proof of current comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar (\$1,000,000) with a two million dollar (\$2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must name the, Williamson County Exposition Center as a certificate holder and additional insured. The policy must be effective during the times as stated on the Agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations

CLEANING

Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all areas after an event. If the Licensee fails to complete clean-up the event holder risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

FREIGHT

Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time will be charged a fee of \$100 per day. Deliveries for event coordinators may be accepted by Williamson County employees with prior approval by facility management.

FIRST AID

Licensee may be required to provide, at Williamson County Exposition Center management's discretion, certified first aid personnel during the term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.

FOG AND SMOKE MACHINES

Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

SECURITY

Uniformed officers, commissioned by a government organization, are required at all events having alcohol and any event having over 500 guests or at the discretion of the Williamson County Exposition management. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event.

Any event lasting longer than six hours may be required to have an additional uniformed officer.

ALCOHOL POLICY

Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required below. The Licensee must provide security for any event serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all parts of the facility for any event. The Approved Alcohol Vendor/ Concessionaire will be charged a percentage of the gross sales. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

Williamson County Exposition Center

ALCOHOLIC BEVERAGES

Alcohol is strictly prohibited at the Williamson County Exposition Center unless the following criteria are met:

1. Alcohol consumption must be outlined in the License and Use Agreement and details determined (such as location, time and security plan) during planning meetings with facility management.

If alcohol is to be consumed on the premises of the Williamson County Exposition Center, Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.

2. If alcohol is to be SOLD in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws)
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

3. If alcohol is to be SERVED, or otherwise made available in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.
- Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws)
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

4. If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, the Licensee, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

5. ARENA AREA:

- No Bring Your Own Bottle ("BYOB") events in the arena.
- Alcohol sale and service will be permitted by an Approved Alcohol Vendor/ Concessionaire.
- All TABC rules will be followed.
- No glass of any kind in the Arena.
- No alcohol may leave the designated arena area.

6. Expo Hall AREA:

- Alcohol SALES will be permitted by an Approved Alcohol Vendor/ Concessionaire only.
- All TABC rules will be followed.
- Alcohol SERVICE will be permitted with limitations. Only the Approved Alcohol Vendor/ Concessionaire may provide this service and will abide by the same security rules stated above.
- No Bring Your Own Bottle ("BYOB") events in the Expo Hall Areas.
- No alcohol may leave the designated room the Lessee has retained.

Williamson County Exposition Center

COOKING

Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

CATERING

The Williamson County Exposition Center does provide catering through a list of approved caterers. Approved caterers are charged a surcharge of \$1.00 per person or 10 percent of the gross sales, whichever is greater.

CONCESSIONS

All concessions are provided exclusively by the approved year-round Concessionaire for the Williamson County Exposition Center.

DONATIONS AND SPONSORSHIPS

Any donations or sponsorships (including food/beverage items) must be discussed with Williamson County Exposition Center management prior to signing Agreement.

DECORATIONS

The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structure are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Williamson County Exposition Center staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

CANDLES AND OPEN FLAMES

Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.

ELECTRICAL

The Licensee may use up to 25 amps of 110-volt electricity. Events requiring special arrangements must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event and will be charged for additional electricity.

AUTOMOBILES

Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to the event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

EXIT DOORS AND FIRE CODE

A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event.

Williamson County Exposition Center

All discrepancies arising out of fire code issues will be decided upon by the Williamson County Exposition Center management.

ANIMALS

Licensees utilizing a Williamson County facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals.

Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to ensure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County facility, refer to specific facility information; service dogs are the exception.

As required by Texas Animal Health Commission, negative Coggins Test certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

ANIMAL BEDDING

There will be no outside bedding allowed at the Williamson County Exposition Center. Bedding may be purchased from the Williamson County Exposition Center for the purpose of bedding stalls or animal pens.

GENERAL COMPLIANCE

Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules within the Expo facility, and must act in good faith and cooperate with Williamson County.

GLASS CONTAINERS

Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Covered Expo, or Parking Lot.

OPEN CARRYING OF FIREARMS

The carrying of firearms is pursuant to current Texas Statutes.

GUNS AND GUN SHOW POLICY

Only authorized permit holders or licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure may bring or carry firearms into the Williamson County Expo Center. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such.

Williamson County Exposition Center

Presumptively, firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Non-permitted or non-authorized individuals obtaining a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

FLAMMABLE AND HAZARDOUS MATERIALS

Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes, but is not limited to: gasoline, kerosene and propane.

HAZARDOUS WASTE

The Licensee agrees, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify facility management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facility management for each infraction and Licensee shall be deemed in material breach of the License and Use Agreement and/or subject to immediate termination of the Agreement and removal from the property.

HEALTH PERMITS REQUIREMENTS

When an event involves a temporary food service operation or food demonstration, the Licensee is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

INDEMNIFICATION

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License and Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees.

Licensee's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

Williamson County Exposition Center

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".

INTELLECTUAL PROPERTY

Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

LIABILITY AND LIMITATIONS OF PARKING

Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensee is responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

LIMITATIONS OF LIABILITIES

Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License and Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance.

Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the License and Use Agreement.

LOST OR STOLEN ITEMS

Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours.

In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facility only at such hours as designated by the License and Use Agreement. Licensee assumes all responsibility for any goods or materials which may be placed in County's storage before, during, or after an event.

USE OF COUNTY EQUIPMENT PROHIBITED

Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.

USE RESTRICTIONS

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that the event may cause undue or unusual damage to the facility or that may violate local, state or federal laws, rules or regulations.

Williamson County government and/or Williamson County Exposition Center Management may refuse event bookings when it is their opinion that the event may cause a negative opinion of the County.

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that a requested event conflicts with a similar event previously scheduled on the premises. Once a License and Use Agreement has been signed and executed and deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like event on any part of the grounds during the same period of time as that scheduled by the Licensee.

The Williamson County Exposition Center management reserves the right to refuse any individual or group the privilege of using the facility due to abuse of any facility policy, including but not limited to:

- a) Past violations of the facility License and Use Agreement and/or policies
- b) Past disregard for persons or property while using the facility
- c) Past conduct which is deemed to be of an inappropriate manner
- d) Failure to make full payment for any and all charges connected with Licensee's use of the facility

EQUALITY

Licensees shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

PARKING LOTS AND ROADWAYS

Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee's responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

PHOTOS

Williamson County Exposition Center management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.

HELIUM BALLOONS

Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

RV PARKING

Any event camping or having RV usage at the Williamson County Exposition Center shall use designated area.

Williamson County Exposition Center management will work with Licensee to determine location, additional fees and number of spaces allocated.

Commissioners Court - Regular Session**31.****Meeting Date:** 03/29/2016

Expo License and Use Agreement and Deposit Agreement

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Expo Center recommended License and Use Agreement and Deposit Agreement documents and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the commissioners court on behalf of Williamson County.

Background

The Williamson County Expo Center License and Use Agreement and Deposit Agreement Documents, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Court. Thus, the documents will serve as the standard documents to be used for Agreements. The Williamson County Exposition Center Manager will sign the documents on behalf of Williamson County in order to complete each Agreement.

Fiscal Impact

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

AttachmentsLicense and Use AgreementDeposit Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 03/23/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

03/22/2016 04:41 PM

03/23/2016 11:00 AM

Started On: 03/22/2016 04:20 PM

Williamson County Exposition Center

THIS AGREEMENT is made and entered into the ____ day of _____, _____ by and between Williamson County, Texas a political subdivision of this state of Texas hereinafter called Licensor, Williamson County Exposition Center, acting by and through it's duly authorized General Manager and _____ hereinafter called Licensee, is as follows:

1. In exchange for the deposit and fee(s) described in paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of holding a _____. Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.
2. The term of occupancy granted by this Agreement shall be on the dates and times indicated:

Facility	Move-in Date and Time	Event Date and Time	Move-Out Date and Time

3. DEPOSIT: Licensee agrees to deposit with the Williamson County Exposition Center as a security deposit for the above premises the sum of FIVE HUNDRED DOLLARS (\$500), the disposition of which shall be governed by the regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. Public or private promotion for any event may take place after the required security deposit is made to Williamson County Exposition Center. Security deposits are may be applied to fees. The deposit reserves the date, and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately 45 days after the event.
4. PAYMENT: ONE DAY EVENT-100% of the contracted Williamson County Exposition Center License & Use fees including furniture, equipment and services are due 30 days before the day of the License & Use . Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS (\$0.00), payable as set forth. The room License & Use fee of _____DOLLARS (\$0.00) shall be paid thirty days before the date of the event. The furniture, equipment and services fee of _____DOLLARS (\$0.00) shall be paid 30 days before the event.

MULTIPLE DAY EVENTS -The balance of the License & Use fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility License & Use, equipment, furniture and service fees. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS (\$0.00), payable as set forth. The room License & Use fee of _____DOLLARS (\$0.00), the furniture, equipment and services fee of _____DOLLARS (\$0.00), plus all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee _____DOLLARS (\$0.00)shall be paid within 10 business days from the time of invoice.

Licensee acknowledges a receipt of a copy of the schedule or fees and charges and covenants that is bound thereby. Additional fees may apply if changes are made (hours, equipment, catering, etc.) Williamson County accepts payment by Cash, Check, Visa, and MasterCard only. Per Local Government Code we assess a 2.19% fee to each credit card transaction. Any checks returned by the bank for any reason will be turned over the County Attorney's office for prosecution.

5. FACILITY: Williamson County retains control and management of Williamson County Exposition Center at all times, and shall have the right at all times to enforce all rules and regulations described hereto, and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center management employees are responsible for management and maintenance of the facility and shall have the right to access the facility at any time during any event.
6. ADVERTISING and EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

Williamson County Exposition Center

7. **EVENT STAFFING:** Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event by event basis and finalized during planning meetings.
8. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.
9. **SUB-LEASING:** Sub-leasing is not available. If sub-leasing is reported, the agreement will be immediately terminated.
10. **FLOOR/AREA PLANS:** Licensee shall submit floor / area plans to facility management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Facility management will work with each Licensee on parking spaces, loading and unloading spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.
11. **MOVE IN-MOVE OUT:** Events must end in accordance with their contracted end time. The Licensee will forfeit one-half of their deposit if the finish time is exceeded by more than thirty minutes. Move-in/Move-out days occur Monday-Friday 8am-5pm. The fee for a move-in/out day is one half of the facility License & Use fee. Additional hours outside of 8am-5pm on a move-in/out day are subject to \$75/hour fee. Move-in/Move-out days requested outside of M-F are subject to a greater rate not to exceed a full License & Use rate.
12. **CANCELLATIONS BY LICENSEE:** In order to receive a deposit refund less \$100 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.
13. **CANCELLATION BY WILLIAMSON COUNTY:** This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.
14. **INSURANCE REQUIREMENTS-**Comprehensive Public Liability Insurance at least 14 days prior to the commencement of the term of this Licensee Agreement will provide proof of current comprehensive public liability insurance. Comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar (\$1,000,000) with a two million dollar (\$2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must name the, Williamson County Exposition Center as a certificate holder and additional insured. The policy must be effective during the contracted times as stated on the agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations.
15. **CLEANING:** Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all licensed areas after an event. If the Licensee fails to complete clean-up, the Licensee risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.
16. **FREIGHT:** Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time will be charged a fee of \$100 per day. Deliveries for event coordinators may be accepted by Williamson County employees with prior approval by facility management.
17. **FIRST AID:** Licensee may be required to provide, at Williamson County Exposition Center management's discretion, certified first aid personnel during the agreement term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.

Williamson County Exposition Center

18. **SECURITY:** Uniformed officers, commissioned by a government agency, are required at all events having alcohol and any event having over 500 guests or at the discretion of the Williamson County Exposition Center management. The event described herein will have TBD certified, uniformed officers who are directly supervised by a governmental agency, scheduled from TBD until TBD. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place.
19. **PHOTOS:** Williamson County Exposition Center management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.
20. **ALCOHOL POLICY:** Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required. The Licensee must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited at the facility for any event. The Approved Alcohol Vendor/ Concessionaire will be charged a percentage of the gross sales. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of your event but may be shut off sooner if deemed necessary.
21. **CONCESSIONS and CATERING:** All concessions are provided exclusively by the approved year-round concessionaire for the, Williamson County Exposition Center. The Williamson County Exposition Center does provide catering through a list of Approved Caterers. Approved Caterers are charged a surcharge per person or a percentage of the gross sales, whichever is greater. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.
22. **DECORATIONS:** The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Expo Staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.
23. **CANDLES AND OPEN FLAMES:** Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.
24. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to outside only. Inside use is prohibited
25. **AUTOMOBILES:** Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.
26. **EXIT DOORS AND FIRE CODE:** A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center management.
27. **ELECTRICAL:** The Licensee may use up to 25 amps of 110-volt electricity. Events requiring special arrangements must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event and will be charged for additional electricity.
28. **ANIMALS:** Licensee utilizing a Williamson County Exposition Center facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several of the Williamson County Exposition Center areas, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test

Williamson County Exposition Center

certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

29. **ANIMAL BEDDING:** Williamson County Exposition Center shall be the sole provider of any foreign materials used for bedding (such as straw, shavings, hulls, etc.), and shall make the sole determination as to which such foreign materials, if any, can be used. Licensee shall purchase shavings (if Licensee desires) solely from Williamson County Exposition Center. **No outside shavings or other bedding shall be permitted on the grounds.**

30. **NIGHT WATCHMAN:** Williamson County Exposition Center will provide at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which horses are stalled or animals are on the premises.

31. **GENERAL COMPLIANCE:** Licensee agrees to comply with all applicable city, state and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Williamson County Exposition Center facility, and must act in good faith and cooperate with Williamson County.

32. **GLASS CONTAINERS:** Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the arena, barns or parking lot.

33. **FLAMMABLE AND HAZARDOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes; but is not limited to gasoline, kerosene and propane.

34. **OPEN CARRYING OF FIREARMS:** The carrying of firearms is pursuant to current Texas Statute.

35. **HAZARDOUS WASTE:** The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify facility management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facilities management for each infraction and Licensee shall be deemed in material breach of the License & Use Agreement and subject to immediate termination of the License & Use Agreement and removal from the property.

36. **INDEMNIFICATION :** To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License & Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Licensee's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Williamson County Exposition Center

WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A “PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW”.

37. **USE OF COUNTY EQUIPMENT PROHIBITED:** Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.
38. **INTELLECTUAL PROPERTY:** Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.
39. **LIABILITY AND LIMITATIONS OF PARKING:** Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.
40. **LIMITATIONS OF LIABILITIES:** Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License & Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance. Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of License & Use fees paid under the License & Use Agreement. Williamson County Exposition Center shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of the Williamson County Exposition Center.
41. **LOST OR STOLEN ITEMS:** Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an event.
42. **PARKING LOTS AND ROADWAYS:** Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee's responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.
43. **HELIUM BALLOONS:** Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.
44. **SMOKING:** No smoking is allowed inside the Williamson County Exposition Center buildings.
45. **RV PARKING:** Any event camping or RV usage at a Williamson County Exposition Center shall use designated areas for camping and parking. Williamson County Exposition Center management will work with Licensee to determine location, additional fees and number of spaces allocated.

Williamson County Exposition Center

46. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.
47. **CAPACITY:** Licensee shall not admit to the premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.
48. **COUNTY PROPERTY:** Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the required security deposit.
49. **MEDIA RIGHTS:** Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of the this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.
50. **NO SUBLETTING AND ASSIGNMENT:** Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.
51. **GOVERNING LAW & VENUE:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
52. **FORCE MAJEURE:** In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.
53. **SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement 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 Agreement and be deemed to be validated and enforceable.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE WILL NEED TO SIGN THE AGREEMENT AND RETURN TO THE WILLIAMSON COUNTY EXPOSITION CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE FACILITY MANAGER/ ACTING MANAGER.

WILLIAMSON COUNTY, TEXAS

LICENSOR

By: _____
Facility Manager

Date

LICENSEE

By: _____
Authorized Agent

Driver's License # Date

Exhibit “A”

Williamson County Exposition Center

Exhibit “A”



WILLIAMSON COUNTY EXPOSITION CENTER

Deposit Agreement

THIS AGREEMENT is made and entered into the ____ day of _____, _____ by and between Williamson County Texas, a political subdivision of this state of Texas hereinafter called Licensor, Williamson County Exposition Center, acting by and through it's duly authorized General Manager, and _____ hereinafter called Licensee, is as follows:

TERMS OF DEPOSIT

Licensee agrees to deposit with the Williamson County Exposition Center as a security deposit for the below Premises the sum of FIVE HUNDRED DOLLARS (\$500), the disposition of which shall be governed by the regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. Public or private promotion for any event may take place after the required security deposit is made to Williamson County Exposition Center. Security deposits are may be applied to fees. The deposit reserves the date, and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately 45 days after the event.

The term of occupancy reserved by this Deposit Agreement shall be on the dates and times indicated:

Facility	Move-in Date and Time	Event Date and Time	Move-Out Date and Time
----------	-----------------------	---------------------	------------------------

TERMS OF PAYMENT

ONE DAY EVENT-100% of the contracted Williamson County Exposition Center License and Use fees including furniture, equipment and services are due 30 days before the day of the License & Use . Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS (\$0.00), payable as set forth. The room License & Use fee of _____DOLLARS (\$0.00) shall be paid thirty days before the date of the event. The furniture, equipment and services fee of _____DOLLARS (\$0.00) shall be paid 30 days before the event.

MULTIPLE DAY EVENTS -The balance of the License & Use fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility License & Use, equipment, furniture and service fees. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____DOLLARS (\$0.00), payable as set forth. The room License & Use fee of _____DOLLARS (\$0.00), the furniture, equipment and services fee of _____DOLLARS (\$0.00), plus all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee _____DOLLARS (\$0.00)shall be paid within 10 business days from the time of invoice.

Licensee acknowledges a receipt of a copy of the schedule or fees and charges and covenants that is bound thereby. Additional fees may apply if changes are made (hours, equipment, catering, etc.) Williamson County accepts payment by Cash, Check, Visa, and MasterCard only. Per Local Government Code we assess a 2.19% fee to each credit card transaction. Any checks returned by the bank for any reason will be turned over the County Attorney's office for prosecution.

TERMS OF CANCELLATIONS

CANCELLATIONS BY LICENSEE: In order to receive a deposit refund less \$100 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.

CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE WILL NEED TO SIGN THE AGREEMENT AND RETURN TO THE WILLIAMSON COUNTY EXPOSITION CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE FACILITY MANAGER/ ACTING MANAGE.

WILLIAMSON COUNTY, TEXAS

LICENSOR

LICENSEE

By: _____ By: _____
Facility Manager Authorized Agent

Date Driver's License # Date

Commissioners Court - Regular Session**32.****Meeting Date:** 03/29/2016

WCEMS and Capitol Area Council Learning for Life Explorer Program

Submitted For: Kenny Schnell**Submitted By:** Kenny Schnell, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an agreement between Williamson County EMS and Capitol Area Council Learning for Life Explorer Program.

Background

This is an agreement with the Capitol Area Council Learning for Life Explorer Program as reviewed and approved by Hal Hawes. This will allow WCEMS to prepare young adults to engage in community service and to become emergency medical services workforce of tomorrow through exposure of career management skills, to foster the acquisition and application of personal/social skills, encourage a desire for life-long learning, and to develop engaged citizens.

Fiscal Impact

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

Attachments[WCEMS.Explorer.Program](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 04:28 PM

Started On: 03/22/2016 04:03 PM

**Agreement Between Williamson County and Capitol Area Council
Learning for Life
(Williamson County EMS/Learning for Life Explorer Program)**

This Agreement Between Williamson County and Capitol Area Council Learning for Life ("Agreement") is made between Williamson County EMS ("EMS"), acting by and through Williamson County, Texas, a political subdivision of the State of Texas, and Capitol Area Council Learning for Life, a 501c3 non-profit corporation ("CAC LFL").

Recitals

WHEREAS, EMS is dedicated to preparing young adults to engage in community service and to become the emergency medical services workforce of tomorrow through its participation in educational and community organizations;

WHEREAS, CAC LFL is dedicated to preparing tomorrow's workforce through exposure of career management skills, to foster the acquisition and application of personal/social skills, encourage a desire for life-long learning, and to develop engaged citizens; and

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

Purpose of Agreement

This Agreement outlines the terms under which EMS and CAC LFL will work in cooperation with one another to develop young adults through the Learning for Life Explorer Program (Explorer Post 1975). Both parties agree to the following;

I. EMS agrees to:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor who will work directly with the post officers.
- Encourage all selected adults to complete the Learning for Life Youth Protection Training.
- Provide a facility large enough for up to at least 20 Explorer Post Members and Post Leaders to meet two (2) times per month for two (2) hours each during the local school year.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with CAC LFL representatives each year.

II. CAC LFL agrees to:

- Provide support services necessary to help the EMS organization succeed in the use of the program. These services include:
 - Year round training techniques and methods for selecting quality leaders
 - Program recourses and courses



III. Public Benefit and Consideration:

The Explorer Program will enable Explorer Post Members to learn CPR, first aid and other life saving skills that can be used within Williamson County should a need arise. The Explorer Program will also develop leadership skills. It is the desire of the parties that the offering of the Explorer Program to youth will allow such youth to gain interest in making emergency medical services their future career in Williamson County communities. The Williamson County Commissioners Court, therefore, has found that this Agreement and its intended purposes will benefit Williamson County in that it accomplishes a public health and safety purpose and that Williamson County will ultimately receive adequate consideration for use of its facilities.

IV. Insurance and Indemnification:

A. Insurance. During the term of this Agreement, CAC LFL agrees to provide and maintain commercial general liability insurance with a combined minimum Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1.0 Million in the aggregate. Williamson County, its officials, employees and volunteers will be insured as a participating organization on CAC LFL's general liability policy.

B. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CAC LFL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, VOLUNTEERS AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CAC LFL OR ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

V. **Primary Contacts.** The parties will designate individuals, as indicated below, to serve as primary contacts for this Agreement. These individuals or their designee shall be responsible for coordinating the schedule, training, and policies to implement the Exploring program.

For EMS:

Kenny Schnell, Director
Williamson County EMS
P.O. Box 873
Georgetown, Texas 78627

For CAC LFL:

Suzanne Rees
Capitol Area Council
12500 N IH 35
Austin, TX 78753

VI. **Term.** This Agreement will become effective as of the date of the last party's execution below ("Effective Date"). This Agreement may be amended by mutual agreement of both parties. This Agreement and its pertinent programs will be reviewed



annually. After mutual satisfaction in the program is reached during the annual review; this Agreement will renew one year following the anniversary of the Effective Date and each anniversary thereafter unless modified or terminated by one or both parties. Either party may terminate this Agreement upon 30 days written notice.

VII. Miscellaneous.

A. No Other Relationship. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

B. Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

C. Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

D. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

E. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.



This Agreement is executed by the undersigned persons in their official capacities stated below.

Williamson County, Texas

Dan A. Gattis, County Judge

Date: _____, 20____

CAC LFL

Suzanne Rees
Suzanne Rees
District Executive
CAC LFL

Date: March 14, 2016

Commissioners Court - Regular Session**33.****Meeting Date:** 03/29/2016

Mutual Non-Disclosure Agreement between Williamson EMS & MOT, Texas A& M College of Medicine, and Rural & Community Health Institute

Submitted For: John Sneed**Submitted By:** Kelly Luna, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding Mutual Non-Disclosure Agreement between Williamson County EMS and Texas A& M University College of Medicine and Rural & Community Health Institute for demonstration and information pertaining to health-related support tools.

Background

This is a non-disclosure agreement from Texas A&M in regards to the database we are currently looking to purchase and utilize for MOT, Community Health Paramedicine (CHP) and HealthCareLink. In order for each department to beta test and help identify key data points, A&M and Montgomery County have agreed to allow Williamson County EMS access to their database. Montgomery County has a similar CHP program and are currently utilizing the database, but in order for our programs to demo the sites, we must sign the attached NDA.

Fiscal Impact

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

AttachmentsNon-Disclosure Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Luna

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:02 AM

Started On: 03/23/2016 10:02 AM



THE TEXAS A&M UNIVERSITY SYSTEM

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into by and between the Member(s) of the Texas A&M University System (“System”) hereinafter listed and the non-system Party or Parties hereinafter listed, together the “Parties,” to assure the protection and preservation of confidential information anticipated to be disclosed to each other for the purpose identified below:

1. PARTIES AND PRIMARY CONTACTS:

a) System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Member:	For Member:
Name: TAMHSC College of Medicine	Name: Rural & Community Health Institute
Attn: Nancy W. Dickey, MD	Address: same
Address: 2700 Earl Rudder Frwy. S. Suite 3000, College Station, TX 77845	Phone: (979) 436-0390
Phone: (979) 436-0390	Email: dickey@tamhsc.edu

System Party includes the Office of Technology Commercialization (“OTC”). According to System Policies 17.01.3 and .4, OTC is responsible for administering System rights and obligations relating to technology transfer including evaluating commercial potential, determining inventorship, obtaining necessary legal protection, and licensure. OTC also advises creator(s) of intellectual property and System members on the process and best practices of protecting and commercializing intellectual property. OTC may be called in as required to assist with issues relating to this Agreement and is therefore included herein as a System Party.

b) Non-System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Name: Williamson County EMS, Community Paramedicine Program and HealthCareLink	Name:
Attn: Michelle Covarrubias	Address:
Address:	Phone:
Phone: (512) 943-3741	Email: Michelle.covarrubias@wilco.org

c) Non-System Party

<i>Party and Notice Contact:</i>	<i>Individual(s) exchanging Confidential Information:</i>
Name:	Name:
Attn:	Address:
Address:	Phone:
Phone:	Email:

2. PURPOSE AND SPECIFICS: In consideration for making confidential and/or proprietary trade and business information (“Confidential Information”) available to the other Party, the Parties hereby agree to the terms set out herein including the following summary set out for purposes of convenience:

<i>Purpose:</i>	<u>Demonstration of Montgomery County Health District Navigation Tool</u>
<i>Effective Date:</i>	3/4/2016

Term of Information Exchange: 3/4/2016

Confidentiality Period: Permanently Proprietary

3. CONFIDENTIAL INFORMATION: Subject to the limitations set forth in Article 4, all non-public information exchanged between the Parties shall be deemed to be Confidential Information. In order for the Parties to appreciate when non-public information is being conveyed, to the reasonable extent possible, information disclosed in tangible form shall be clearly identified at the time of disclosure as being Confidential Information by an appropriate and conspicuous marking. Similarly, to the reasonable extent possible, information disclosed in intangible form (e.g., oral or visual) shall be identified as being Confidential Information at the time of disclosure, and shall be confirmed as such in writing to the Receiving Party within thirty (30) days after such disclosure.

Confidential Information shall include as examples, without limitation:

- a) All information of a Disclosing Party which has been maintained as confidential, including draft publications, technical reports, research plans and results, processes, techniques, know-how, biological materials, computer source code, diagrams, electronic files, trade secrets, invention disclosures, patent applications or test data;
- b) all existing and future plans of the Disclosing Party, which have been maintained as confidential, including plans relating to existing and planned products, research, development, engineering, manufacturing, marketing, servicing, or financing;
- c) all past, present and future business or commercial relationships of the Disclosing Party, which have been maintained as confidential, including suppliers, service providers, clients, customers, employees, or investors; or
- d) information that has generally been considered and treated by the Disclosing Party as confidential prior to the time of disclosure and is clearly identified as "Confidential" or "Proprietary" when disclosed to the other Party.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION: Confidential Information shall not be deemed to include information that the Receiving Party can demonstrate by competent written proof:

- a) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;
- b) was known by the Receiving Party at the time of receipt of such information as evidenced by its records;
- c) is hereafter furnished to the Receiving Party by a third party as a matter of right and without violating any confidentiality obligation to the Disclosing Party; or
- d) was independently developed by employees of the Receiving Party without use or knowledge of the Confidential Information of the Disclosing Party.

5. USE OF CONFIDENTIAL INFORMATION: Each Party agrees that it will use the Confidential Information of the other solely for the Purpose and for no other purpose whatsoever. In particular, unless set out in the Purpose, the Receiving Party shall not: 1) file any patent application containing any claim to subject matter derived in whole or in part from the Disclosing Party's Confidential Information, 2) use the Disclosing Party's Confidential Information to initiate any program or process or generate any product, whether for research or commercial purposes, or 3) reverse engineer or disassemble any of the Confidential Information. The Confidential Information, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, shall remain the property of the Party disclosing the

same and no rights or licenses are granted to the other Party in the same, whether patented or not, except the limited right to use the Confidential Information as set forth in the Purpose.

Any use of Confidential Information during the Confidentiality Period for any reason outside of the Purpose shall be considered a breach of this Agreement and subject to the remedies set out herein. before such time as its confidentiality status is lost through public disclosure

- 6. CONFIDENTIAL OBLIGATIONS:** The Parties agrees to exert reasonable efforts to maintain each other's Confidential Information in confidence and to take all necessary and reasonable precautions to prevent its unauthorized disclosure and to ensure it does not fall into the public domain or the possession of unauthorized third parties. Each Party shall restrict access to the Confidential Information of the other Party to those officers, employees, consultants, agents, and students (in the case of Member) of the Receiving Party having a need to know the Confidential Information to fulfill the Purpose, provided that, each Party shall ensure that any individual having access to the Confidential Information is made expressly aware of the obligation of confidence according to the terms hereof prior to gaining access to the Confidential Information. To the extent that a Party perceives a need for disclosure of the Confidential Information it receives from the other Party to any third party, such third party shall be prospectively identified and written permission to disclose shall be obtained. A written non-disclosure agreement shall be obtained from the third party contractor and a copy shall be promptly provided to the Party whose Confidential Information is being disclosed.
- 7. REQUIRED DISCLOSURE:** If a Receiving Party is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information received from a Disclosing Party, such disclosure may be made only after giving written notice to the Disclosing Party and providing a reasonable opportunity for pursuit of appropriate process to prevent or limit such disclosure. In any event, required disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed. The Receiving Party is not however, required to pursue any claim, defense, cause of action, or legal process or proceeding on the Disclosing Party's behalf.
- 8. RETURN OF DOCUMENTS:** It is understood that the Confidential Information disclosed by each Party shall remain the property of the Disclosing Party. All material or documents furnished by the Disclosing Party, including all copies, shall upon request of the Disclosing Party, or in any event at the termination of this Agreement, be promptly returned to the Disclosing Party or destroyed, except that the Receiving Party may securely retain one copy in its files solely for record purposes of its obligations under this Agreement.
- 9. PUBLICITY:** The Parties agree that the name of the Member or of The Texas A&M University System will not be used in any advertising, sales promotion, or other publicity matter without the prior written approval of the Member and/or The Texas A&M University System, respectively.
- 10. INJUNCTION:** The Parties agree that, in the event of breach or threatened breach or intended breach of the Agreement, each Party, in addition to any other rights and remedies available to it at law or in equity, may seek injunctive or equitable relief.
- 11. DISCLAIMER OF WARRANTIES:** The Parties make no warranty whatsoever regarding the Confidential Information. Neither Party makes any representations or warranties, written or oral, express or implied, as to Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular purpose.
- 12. TERM:** This Agreement shall continue in full force and effect for the duration set out in Article 2. This

Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. The confidentiality and non-use obligations of each Party with respect to Confidential Information disclosed under this Agreement shall remain in effect for the Confidentiality Term set out in Article 2 and will survive the termination of this Agreement.

- 13. NOTIFICATIONS:** The Parties shall promptly advise each other in writing of any known misappropriation or misuse by any person of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse. Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified in Article 1 or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon the personal delivery, or three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid.
- 14. GOVERNING LAW:** This Agreement shall be interpreted and enforced by the laws of the State of Texas. Venue for any claim arising under this Agreement shall be as provided by Texas State law.
- 15. MISCELLANEOUS:**
- a) State Agency: Member is an agency of the State of Texas and nothing in this Agreement waives or relinquishes Member's right to claim any exemptions, privileges, and immunities as may be provided by law.
 - b) No Future Commitments: No agency, partnership, joint venture or exclusive relationship is created by this Agreement and each Party is free to pursue other opportunities such as those contemplated under the Agreement. No further obligations are created under this Agreement except those stated herein.
 - c) Export Control: The Parties agree to comply with U.S. export control regulations. If a Party desires to disclose to another Party hereto, whether directly or indirectly, any information, technology or data that is identified on any U.S. export control list, including the Commerce Control List of 15 C.F.R. Part 774 and the U.S. Munitions List of 22 C.F.R. 121, the Disclosing Party will advise the Receiving Party at the time of disclosure and the Receiving Party will advise the Disclosing Party if it desires to take receipt of the export-controlled materials. No information subject to export controls may be provided to another party hereto without the written consent of the Receiving Party's Notice Contact identified in Article 1.
 - d) Assignment: The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither Party shall assign or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
 - e) Severability: A failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions or portions thereof.
 - f) Entire Agreement: This Agreement sets forth the entire agreement of the Parties relating to confidentiality of the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relating to the confidentiality of the subject matter of this Agreement. With the exception of any System Party Addendum added hereto, which shall require the assent of the added Party without required signatures of existing Parties, this Agreement may not be amended or superseded except by a written agreement signed by an authorized representative of each Party.
 - g) Authority and Counterparts: The person executing this Agreement on behalf of a Party warrants that such person has full authorization to execute this Agreement. Execution counterparts to this

Agreement will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date written below:

Signed: Nancy W. Dickey MD
Name: Nancy W. Dickey, MD
Title: Executive Director
Date: 3/3/2016

Signed: _____
Name: Annie Burwell, LSCW
Title: Director of MOT and HCL
Date: _____

Signed: _____
Name: Kenny Schnell, BA, LPC
Title: Director of EMS
Date: _____

Commissioners Court - Regular Session**34.****Meeting Date:** 03/29/2016

Approve Budget for County and District Court Technology Fund

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action to approve the 2015-2016 Budget for the County and District Technology Fund (Fund #0374).

Background

This fund was created during the 2009 Legislative session and the county began collecting fees in January 2010. As of the end of Fiscal Year 2015 the fund had a balance of \$67,740.13. The District and County Court at Law Judges identified some technology needs that can be purchased from this fund. Below is the budget being requested for the remainder of Fiscal year 2016-2017 Revenue \$11,000 Expenditures \$5443.20 The requested purchases are for Surface Pros that are compatible with the current Odyssey Technology.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 01:29 PM

Started On: 03/23/2016 11:48 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 03/29/2016

Advertise RFQ for Certification of Geotechnical Engineering Material Testing

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Certification of Geotechnical Engineering and Material Testing, RFQ# 1602-057.

Background

This solicitation is for qualifications of engineering firms interested in providing Geotechnical Engineering and Material Testing services for roadway, bridge, drainage or other Williamson County projects.

Fiscal Impact

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

AttachmentsPacket Geo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:42 PM

Started On: 03/03/2016 09:52 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Certification of Geotechnical Engineering and Material Testing

**QUALIFICATIONS MUST BE RECEIVED ON OR
BEFORE:**

Apr 26, 2016 3:00:00 PM CDT

**QUALIFICATIONS WILL BE PUBLICLY
OPENED:**

Apr 26, 2016 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of the Qualifications.

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

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

Respondents are strongly encouraged to carefully read this entire RFQ.

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

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

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

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.
- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1602-057

Certification of Geotechnical Engineering and Material Testing

Bid Number **1602-057**
 Bid Title **Certification of Geotechnical Engineering and Material Testing**

Bid Start Date **In Held**
 Bid End Date **Apr 26, 2016 3:00:00 PM CDT**
 Question &
 Answer End Date **Apr 22, 2016 5:00:00 PM CDT**

Bid Contact **Connie Singleton**
 512-943-1553
 csingleton@wilco.org

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments

GEOTECHNICAL ENGINEERING AND MATERIAL TESTING
Certification of Geotechnical Engineering and Material Testing Services Firms

Williamson County is soliciting qualifications of engineering firms interested in providing Geotechnical Engineering and Material Testing services for roadway, bridge, drainage or other Williamson County projects. Prior to selection to perform geotechnical engineering and/or material testing services for Williamson County, the engineering firm must be included on the Commissioners' Court approved list of prequalified firms. In order to be considered for inclusion on the prequalified list, firms must submit the information listed below.

All engineering firms wishing to perform Geotechnical Engineering and Material Testing services, including all firms that were previously pre-qualified, will need to respond to this RFQ to be re-certified.

If entering an electronic bid in BIDSYNC (**PREFERRED**), the following documents **MUST** be completed and attached to FIRST LINE ITEM.

1. A one (1) page transmittal letter that provides an overview of the firm
2. Up to two (2) pages outlining general qualifications of your firm
3. For each office of the company desiring to provide Geotechnical Engineering and Material Testing services, provide current organizational charts showing in-house staff that your firm would anticipate using on a County sponsored planning or design project.
4. Resumes for staff you choose to submit in support of your qualifications. Include any TXDOT pre-certifications that are appropriate.
5. A listing or description of relevant Geotechnical Engineering and Material Testing projects. The list is limited to one (1) page.
6. Conflict of Interest Statement.
7. Debarment and Licensing Certificate.

On #6 and 7, if filing electronically via Bidsync, these are fillable forms to be completed and accepted it is not necessary to attach to first line.

Submittal of RFQ Response – if responding by PAPER HARD COPY

When responding with paper hard copy; (1) original, (2) copies and (1) USB or CD copy should be submitted. The responses should be marked "original" and "copy". All copies should have the same attachments as the original. Please incorporate the least possible amount of plastic/laminate or other non-recyclable binding materials.

Qualifications are to be submitted in a sealed envelope clearly marked Certification of Geotechnical Engineering and Material Testing Firms and include the RFQ number. If an overnight delivery service is used, the RFQ name and number should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to:

Williamson County Purchasing Department
 Attn: Geotechnical Engineering Material Testing RFQ #1602-057
 901 S. Austin Ave.
 Georgetown, TX 78626

For purposes of this RFQ, a page is defined to be one (1) side of an 8 ½" x 11" sheet of paper, or one page of an 8 ½" x 11" sized pdf. Organizational charts may be represented on 11" x 17" sized pdf.

Evaluation Criteria

The services being solicited by this Request for Qualifications are professional engineering services exempt by Title 10 Subtitle F Chapter 2254 Subchapter A of the Texas Government Code. All Request for Qualifications received will be evaluated according to the following criteria and weighted values:

Pass/Fail Criteria

All interested firms must have at least one office located within Texas with a professional engineer registered in the State of Texas. Documentation indicating this must be included in the response.

<u>Weighted Criteria</u>	<u>Points</u>
The experience of the firm in providing Geotechnical Engineering and Material Testing services	60%
The experience of the firm staff in providing Geotechnical Engineering and Material Testing services	40%

In addition to the information provided in the Qualifications Submittals, the county may also utilize exclusive/personal knowledge, based on prior history with the firm or staff in the evaluation.

A draft list of pre-qualified firms will be provided to the County Commissioners Court for their approval. The county will select the most highly qualified providers of these services on the basis of demonstrated competence and qualifications for projects where cumulative professional services fees are two million dollars or below and then attempt to negotiate fees with those providers at a fair and reasonable amount. In line with the Williamson County Auditor's Procedures for Professional Services Procurement, all capital projects where cumulative professional services fees are in excess of two million dollars, a separate Request for Qualifications (RFQ) for such project will be issued for its specific review process.

Please be aware that Williamson County also retains the discretion to seek a separate RFQ regardless of the dollar amounts on projects requiring extraordinary care and expertise (e.g., renovation of a historic building or additions to the jail requiring approval of the Texas Commission on Jail Standards or similar state agency regulatory approvals).

The prequalified pool herein will generally remain in place for a two year period and will thereafter be renewed with approval of the County Commissioners Court.

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirement be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises as a result of submitting a response to this RFQ shall be at the sole risk and responsibility of Respondent.

Questions, clarifications or requests for general information should be directed to the contacts listed below.

Purchasing/Bid Questions

Connie Singleton, C.P.P.
 Williamson County Purchasing Dept.
 901 S. Austin Avenue
 Georgetown, TX 78626
 512/943-1553

Technical Questions

Robert B. Daigh, P.E.

Williamson County Department of Infrastructure

3151 SE Inner Loop, Ste. B

Georgetown, TX 78626

512/943-3330

Item Response FormItem **1602-057--01-01 - ADD ALL DOCUMENTS TO THIS LINE ITEM**Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**Purchasing Department

901 S. Austin Avenue

Georgetown TX 78626

Qty 1

Description

UPLOAD ALL REQUIRED DOCUMENTS TO THIS LINE ITEM IF BIDDING VIA BIDSYNCH:

General Qualifications**Organization Charts****Resumes****List of relevant projects****Conflict of Interest Statement** - *if filing electronically via Bidsync this is a fillable form to be completed and accepted***Debarment and Licensing Certificate** - *if filing electronically via Bidsync this is a fillable form to be completed and accepted*

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

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

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Statement of Qualifications" Enclosed."

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

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

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

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

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

DEBARMENT AND LICENSING CERTIFICATION**STATE OF TEXAS**

§

§

COUNTY OF WILLIAMSON

§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
- (e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

 Name of Firm

 Signature of Certifying Official

 Printed Name of Certifying Official

 Title of Certifying Official

 _____, 20____
 Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____
_____ the _____ of _____, on behalf of
said Firm.

Notary Public in and for the
State of Texas

My commission expires: _____

Question and Answers for Bid #1602-057 - Certification of Geotechnical Engineering and Material Testing

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**36.****Meeting Date:** 03/29/2016

Advertise RFQ for Certification of Surveying Services Firms

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Certification of Surveying Services Firms RFQ# 1602-059.

Background

This solicitation is for qualifications of surveying firms interested in providing surveying services for roadway, bridge, drainage or other Williamson County projects.

Fiscal Impact

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

Attachments

[Packet for Survey](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:42 PM

Started On: 03/03/2016 09:54 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Certification of Surveying Services Firms

**QUALIFICATIONS MUST BE RECEIVED ON OR
BEFORE:**

Apr 26, 2016 3:30:00 PM CDT

**QUALIFICATIONS WILL BE PUBLICLY
OPENED:**

Apr 26, 2016 3:30:00 PM CDT

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

Williamson County prefers and requests electronic submittal of the Qualifications.

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

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

Respondents are strongly encouraged to carefully read this entire RFQ.

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

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

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

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.
- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1602-059 Certification of Surveying Services Firms

Bid Number **1602-059**
 Bid Title **Certification of Surveying Services Firms**

Bid Start Date **In Held**
 Bid End Date **Apr 26, 2016 3:30:00 PM CDT**
 Question &
 Answer End Date **Apr 22, 2016 5:00:00 PM CDT**

Bid Contact **Connie Singleton**
 512-943-1553
 csingleton@wilco.org

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments **SURVEYING SERVICES**
Certification of Surveying Services Firms

Williamson County is soliciting qualifications of surveying firms interested in providing surveying services for roadway, bridge, drainage or other Williamson County projects. Prior to selection to perform professional survey services for Williamson County, the surveying firm must be included on the Commissioner's Court approved list of prequalified firms. In order to be considered for inclusion on the prequalified list, firms must submit the information listed below.

All firms wishing to perform Surveying Services, including all firms that were previously pre-qualified, will need to respond to this RFQ to be re-certified.

If entering an electronic bid in BIDSYNC (**PREFERRED**), the following documents **MUST** be completed and attached to FIRST LINE ITEM.

1. A one (1) page transmittal letter that provides an overview of the firm
2. Up to two (2) pages outlining general qualifications of your firm
3. For each office of the company desiring to provide surveying services, provide current organizational charts showing in-house staff that your firm would anticipate using on a County sponsored surveying project.
4. Resumes for staff you choose to submit in support of your qualifications. Include any TXDOT pre-certifications that are appropriate.
5. A listing or description of relevant surveying projects. The list is limited to one (1) page.
6. Conflict of Interest Statement.
7. Debarment and Licensing Certificate.

On # 6 and 7, if filing electronically via Bidsync, these are fillable forms to be completed and accepted.

Submittal of RFQ Response – if responding by PAPER HARD COPY

When responding with paper hard copy; (1) original, (2) copies and (1) USB or CD copy should be submitted. The responses should be marked "original" and "copy". All copies should have the same attachments as the original. Please incorporate the least possible amount of plastic/laminate or other non-recyclable binding materials.

Qualifications are to be submitted in a sealed envelope clearly marked **Certification of Surveying Services Firms** and include the RFQ number. If an overnight delivery service is used, the RFQ name and number should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to:

Williamson County Purchasing Department

Attn: Surveying Services 1602-059
 901 S. Austin Ave.
 Georgetown, TX 78626

For purposes of this RFQ, a page is defined to be one (1) side of an 8 ½" x 11" sheet of paper, or one page of an 8 ½ x 11" sized pdf. Organizational charts may be represented on 11" x 17" sized paper/pdf.

Evaluation Criteria

The services being solicited by this Request for Qualifications are professional surveying services exempt by Title 10 Subtitle F Chapter 2254 Subchapter A of the Texas Government Code. All Request for Qualifications received will be evaluated according to the following criteria and weighted values:

Pass/Fail Criteria

All interested firms must have at least one office located within Texas with a professional engineer registered in the State of Texas. Documentation indicating this must be included in the response.

Criteria	Points
The experience of the firm in providing Surveying Services	60%
The experience of the firm staff in providing Surveying Services	40%

In addition to the information provided in the Qualifications Submittals, the county may also utilize exclusive/personal knowledge, based on prior history with the firm or staff in the evaluation.

A draft list of pre-qualified firms will be provided to the County Commissioners Court for their approval. The county will select the most highly qualified providers of these services on the basis of demonstrated competence and qualifications for projects where cumulative professional services fees are two million dollars or below and then attempt to negotiate fees with those providers at a fair and reasonable amount. In line with the Williamson County Auditor's Procedures for Professional Services Procurement, all capital projects where cumulative professional services fees are in excess of two million dollars, a separate Request for Qualifications (RFQ) for such project will be issued for its specific review process.

Please be aware that Williamson County also retains the discretion to seek a separate RFQ regardless of the dollar amounts on projects requiring extraordinary care and expertise (e.g., renovation of a historic building or additions to the jail requiring approval of the Texas Commission on Jail Standards or similar state agency regulatory approvals).

The prequalified pool herein will generally remain in place for a two year period and will thereafter be renewed with approval of the County Commissioners Court.

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirement be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises as a result of submitting a response to this RFQ shall be at the sole risk and responsibility of Respondent.

Questions, clarifications or requests for general information should be directed to the contacts listed below.

Purchasing/Bid Questions

Connie Singleton, C.P.P.
 Williamson County Purchasing Dept.
 901 S. Austin Avenue
 Georgetown, TX 78626
 512/943-1553

Technical Questions

Robert B. Daigh, P.E.

Williamson County Department of Infrastructure
3151 SE Inner Loop, Ste. B
Georgetown, TX 78626
512/943-3330

Item Response Form

Item **1602-059--01-01 - ADD ALL DOCUMENTS TO THIS LINE ITEM**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

Purchasing Department

901 S. Austin Avenue

Georgetown TX 78626

Qty 1

Description

UPLOAD ALL REQUIRED DOCUMENTS TO THIS LINE ITEM IF BIDDING VIA BIDSYNCR:

Transmittal Letter

General Qualifications

Organization Charts

Resumes

List of relevant projects

Conflict of Interest Statement - *if filing electronically via Bidsync this is a fillable form to be completed and accepted*

Debarment and Licensing Certificate - *if filing electronically via Bidsync this is a fillable form to be completed and accepted*

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

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

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Statement of Qualifications" Enclosed."

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

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

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

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

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

DEBARMENT AND LICENSING CERTIFICATION**STATE OF TEXAS**

§

§

COUNTY OF WILLIAMSON

§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
- (e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

 Name of Firm

 Signature of Certifying Official

 Printed Name of Certifying Official

 Title of Certifying Official

 _____, 20____
 Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____
_____ the _____ of _____, on behalf of
said Firm.

Notary Public in and for the
State of Texas

My commission expires: _____

Question and Answers for Bid #1602-059 - Certification of Surveying Services Firms

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**37.****Meeting Date:** 03/29/2016

Award Justice Center Break Room Project

Submitted For: Max Bricka**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding bids received for Justice Center Break Room Project, Bid #1601-048 to the lowest and best bidder – Lovejoy Construction.

Background

This award is for labor and materials to add 3 break room areas to the ends of existing hallways at the Williamson County Justice Center.

Fiscal Impact

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

Attachments[Lovejoy Agmt](#)[Reccomendation](#)[Bid Tab](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:43 PM

Started On: 03/21/2016 04:00 PM



Agreement for Construction Services **(Break Room Remodel for Williamson County Justice Center)**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lovejoy Construction ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid #1601-048, including the specifications set forth in the attached Exhibit "A", which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work for the Base Bid; the sum of Ninety-five Thousand dollars (\$95,000.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the Invitation for Bid #1601-048, including any exhibits, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of

Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: Ninety (90) calendar days after the date of County's Notice to Proceed.

4.3 Final Completion. The Work shall be fully and finally completed within One Hundred Twenty (120) calendar days the date of County's Notice to Proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Three Hundred Dollars per day (\$300.00/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

On or before the first Wednesday of each month, the Contractor shall submit to the ODR a statement showing the total value of the work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor on or before the 25th day of the following month the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement. If the certificate of final completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the final payment. If such deductions are made, Owner shall identify each deduction made and the reason for each deduction, and furnish Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved or deemed approved application for final payment.

Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following Owner's approval of the application for payment. If Contractor disputes any amount deducted by the Owner, Contractor shall give notice of the dispute on or before the 30th day next following receipt of final payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;

- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
--	-------------	-------------

Aggregate policy limits:	\$1,000,000
--------------------------	-------------

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation

Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

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

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or

misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available

hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena,

notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement, which expressly includes Invitation for Bid #1601-048, Standard Terms & Conditions, and Contractor's Bid as if copied here in full, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

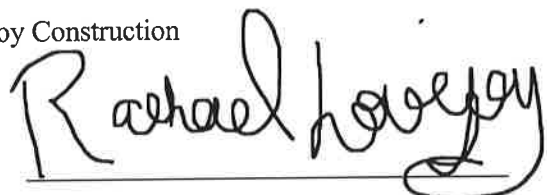
Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Lovejoy Construction

By:  _____

Printed Name: Rachael Lovejoy

Title: President

Date: 03/14/16

Party Representatives

Owner's Designated Representative ("ODR"):

[Redacted Name]
[Redacted Title]
[Redacted Address]

Phone [Redacted]
Fax [Redacted]

Contractor's Designated Representative:

[Redacted Name]
[Redacted Title]
[Redacted Address]

Phone [Redacted]
Fax [Redacted]



March 10, 2016

Mr. Max Bricka
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, TX 78626

Subject: Recommendation for IFB 1601-048 Break Room Remodel for
Williamson County Justice Center

After reviewing all of the pertinent information, Lovejoy Construction was the lowest bidder for the IFB 1601-048 Break Room Remodel for Williamson County Justice Center project. We will only be awarding the Base Bid portion of the project at this time. I recommend to the Williamson County Commissioners Court that they award Lovejoy Construction as the successful bidder for this project.

Please contact me if you have any additional questions,

Regards,

Robert J. Lubecker
Project Manager – Williamson County

**Bid Tabulation Packet
for
Solicitation 1601-048**

**Break Room Remodel for Williamson County Justice
Center**

Bid Designation: Public



Williamson County, Texas

Bid #1601-048 - Break Room Remodel for Williamson County Justice CenterCreation Date **Jan 13, 2016**End Date **Mar 1, 2016 3:00:00 PM CST**Start Date **Feb 2, 2016 10:42:45 AM CST**Awarded Date **Not Yet Awarded**

1601-048--01-01 BASE BID TOTAL					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Trimbuilt Construction, Inc.	First Offer - \$90,762.24	1 / each	\$90,762.24	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Lovejoy Construction	First Offer - \$95,000.00	1 / each	\$95,000.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
S&G Contracting, Inc.	First Offer - \$117,000.00	1 / each	\$117,000.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Majestic Services, Inc.	First Offer - \$119,000.00	1 / each	\$119,000.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
1601-048--01-02 TOTAL ALTERNATE #1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Majestic Services, Inc.	First Offer - \$42,500.00	1 / each	\$42,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Lovejoy Construction	First Offer - \$45,666.00	1 / each	\$45,666.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Trimbuilt Construction, Inc.	First Offer - \$53,221.95	1 / each	\$53,221.95		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
S&G Contracting, Inc.	First Offer - \$66,000.00	1 / each	\$66,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
1601-048--01-03 TOTAL ALTERNATE #2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Majestic Services, Inc.	First Offer - \$47,000.00	1 / each	\$47,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Trimbuilt Construction, Inc.	First Offer - \$49,642.39	1 / each	\$49,642.39		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Lovejoy Construction	First Offer - \$50,634.00	1 / each	\$50,634.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
S&G Contracting, Inc.	First Offer - \$64,500.00	1 / each	\$64,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: We have included a 2,500.00 allowance for data relocation.			

Supplier Totals

Lovejoy Construction	\$191,300.00 (3/3 items)
Bid Contact Keith Ziegelman	
Address 4701 Staggerbrush #1222	

keith@lovejoyconstruction.com Ph 512-553-2006		Austin, TX 78749	
Bid Notes All files attached to Base Bid PDF or completed via BidSync.			
Agency Notes:		Supplier Notes: All files attached to Base Bid PDF or completed via BidSync.	
Trimbuilt Construction, Inc.		\$193,626.58 (3/3 items)	
Bid Contact Christy Dormeier cdormeier@trimbuilt.com Ph 512-832-1979		Address 12800 N Lamar Blvd austin, TX 78753	
Agency Notes:		Supplier Notes:	
Majestic Services, Inc.		\$208,500.00 (3/3 items)	
Bid Contact Jessica De Luca estimatingconst@aol.com Ph 512-537-6574 Fax 512-836-3802		Address 8120 N IH 35 Suite 101 austin, TX 78753	
Agency Notes:		Supplier Notes:	
S&G Contracting, Inc.		\$247,500.00 (3/3 items)	
Bid Contact Shane Gibson mike@sginc.biz Ph 512-331-8799 Fax 512-331-8795		Address 8863 Anderson Mill Rd. Suite 108 Austin, TX 78729	
Agency Notes:		Supplier Notes:	

**

Lovejoy Construction

Bid Contact **Keith Ziegelman**
keith@lovejoyconstruction.com
Ph 512-553-2006

Address **4701 Staggerbrush #1222**
Austin, TX 78749

Bid Notes **All files attached to Base Bid PDF or completed via BidSync.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1601-048--01-01	BASE BID TOTAL	Supplier Product Code:	First Offer - \$95,000.00	1 / each	\$95,000.00	Y Y
1601-048--01-02	TOTAL ALTERNATE #1	Supplier Product Code:	First Offer - \$45,666.00	1 / each	\$45,666.00	Y
1601-048--01-03	TOTAL ALTERNATE #2	Supplier Product Code:	First Offer - \$50,634.00	1 / each	\$50,634.00	Y
Supplier Total					\$191,300.00	

Lovejoy ConstructionItem: **BASE BID TOTAL****Attachments**

LovejoyConstruction.pdf



www.lovejoyconstruction.com

512-553-2006

Austin, Texas

Williamson County Justice Center Break Room

Project Location:

Date & Time:

March 1, 2016 10:14 AM

Base Bid

	Labor	Material	Subcontractor	Total
				\$ -
Glass			\$ 13,076.00	\$ 13,076.00
Framing			\$ 8,100.00	\$ 8,100.00
Millwork			\$ 5,377.00	\$ 5,377.00
Cermic Tile		\$ -		\$ -
Paint			\$ 1,115.00	\$ 1,115.00
Furniture			\$ 13,505.00	\$ 13,505.00
HVAC			\$ 10,600.00	\$ 10,600.00
Plumbing			\$ 9,785.00	\$ 9,785.00
Electrical			\$ 16,500.00	\$ 16,500.00
Low Voltage / Security	\$ 500.00	\$ 500.00		\$ 1,000.00
Dumpster		\$ 1,500.00		\$ 1,500.00
Final Clean	\$ 500.00			\$ 500.00
				\$ 81,058.00
			Insurance + OHP	\$ 6,702.00
			Sales Tax	\$ 7,240.00
			TOTAL	\$ 95,000.00

Alt 1

	Labor	Material	Subcontractor	Total
				\$ -
Glass			\$ 8,733.00	\$ 8,733.00
Framing			\$ 4,600.00	\$ 4,600.00
Millwork			\$ 1,901.00	\$ 1,901.00
Cermic Tile	\$ 1,000.00			\$ 1,000.00
Paint			\$ 850.00	\$ 850.00
HVAC			\$ 1,860.00	\$ 1,860.00
Plumbing			\$ 7,620.00	\$ 7,620.00
Electrical			\$ 10,900.00	\$ 10,900.00
Low Voltage	\$ 500.00	\$ 500.00		\$ 1,000.00
Dumpster				\$ -
Final Clean	\$ 500.00			\$ 500.00
				\$ 38,964.00
			Insurance + OHP	\$ 3,222.00
			Sales Tax (materials only)	\$ 3,480.00
			TOTAL	\$ 45,666.00

Alt 2

	Labor	Material	Subcontractor	Total
				\$ -
Glass			11,212.00	\$ 11,212.00
Framing			\$ 5,000.00	\$ 5,000.00
Millwork			\$ 1,901.00	\$ 1,901.00
Cermic Tile	\$ 1,000.00			\$ 1,000.00
Sealed Concrete Floor				\$ -
Paint			\$ 850.00	\$ 850.00
HVAC			\$ 2,520.00	\$ 2,520.00
Plumbing			\$ 7,520.00	\$ 7,520.00
Electrical			\$ 11,700.00	\$ 11,700.00
Low Voltage	\$ 500.00	\$ 500.00		\$ 1,000.00
Dumpster				\$ -
Final Clean	\$ 500.00			\$ 500.00

\$ 43,203.00

Insurance + OHP \$ 3,572.00

Sales Tax (materials only) \$ 3,859.00

TOTAL \$ 50,634.00

Amount of \$ _____ Approved By:

(signature)

Title

Date

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

Reference 1

Client Name:

Orange CoWorking

Contact Name:

Shelley Delayne

Phone:

512-522-7730

Location:

2110 W Slaughter Ln, #160, Austin, TX

Title:

President

E-mail

hello@orangecoworking.com

Contract Date To:

May 2015

Contract Date From:

Feb 2015

Contract Value: \$

\$134,600.00

Scope of Work:

6,000 square feet renovation for a commercial office with two (2) restrooms

Reference 2

Client Name:

Vein Institute of San Antonio

Contact Name:

Michael Sorace

Phone:

830-282-0965

Location:

745 W. San Antonio Ave., Boerne, Texas

Title:

President

E-mail

msorace@gmail.com

Contract Date To:

Sep 2014

Contract Date From:

Jun 2014

Contract Value: \$

\$419,806.00

Scope of Work:

4,468 square feet build-out for a dermatological medical office with five (5) exam rooms

Reference 3

Client Name:

SJ Games

Location:

3735 Promontory Point Dr., Austin, TX

Contact Name:

Eric Dow

Title:

HR Director

Phone:

512-673-0882

E-mail

eric@sjgames.com

Contract Date To:

Oct 2015

Contract Date From:

Sep 2015

Contract Value: \$

\$53,870.00

Scope of Work:

Remodel and fixes from flood to 5,600 square feet of office

Supplier Response Form

BID AFFIDAVIT

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

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.

STATE OF Texas COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this

day personally appeared Rachael Lovejoy (Name of Signer), who after being by me duly sworn, did depose and say:

"I, Rachael (Name of Signer) am a duly authorized officer of/agent for

Lovejoy Construction (Name of Respondent) and have been duly authorized

to execute the foregoing on behalf of the said Lovejoy Construction
(Name of Respondent).

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

Name and Address of Respondent:

Rachael Lovejoy 528 Emma Loop Austin, TX 78737

Fax:

Telephone #: 512-553-2006

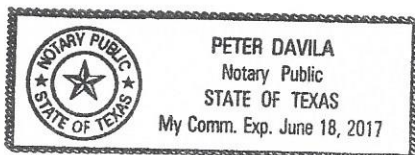
By: Rachael Lovejoy

Printed Name: Rachael Lovejoy

Title: President

SUBSCRIBED AND SWORN to before me by the above-named Rachael Lovejoy

on this the 15th day of Feb, 2016



Notary Public in and for

The State of Texas

Please enter your password below and click Save to save your response.



Western Surety Company

BID BOND (Percentage)

Bond Number: 71757774

KNOW ALL PERSONS BY THESE PRESENTS, That we RK Limited Group, LLC dba Lovejoy
Construction of
528 Emma Loop, Austin, TX 78737-1440, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto County of Williamson
 of 701 S. Main St., Georgetown, TX 78626,
 hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest
 amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for
#1601-048 Break Room Remodel For Williamson County Justice Center

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
 specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
 contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
 damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
 obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 1st day of March, 2016.

RK Limited Group, LLC dba Lovejoy
 Construction

(Principal)

By Rachael K. Lovejoy (Seal)

Western Surety Company

(Surety)

By Mark E. Emmerich (Seal)
 MARK E. EMMERICH Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71757774

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MARK E. EMMERICH

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: RK Limited Group, LLC dba Lovejoy Construction

Obligee: County of Williamson

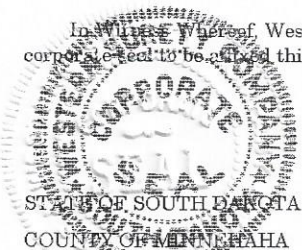
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 1, 2016, but until such time shall be irrevocable and in full force and effect.

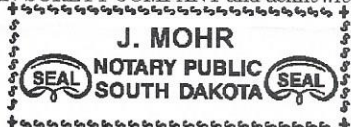
In Witness Whereof Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of March, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 1st day of March, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of March, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-1-2016

Supplier: **Lovejoy Construction**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION**

Break Room Remodel for Williamson County Justice Center

BIDS MUST BE RECEIVED ON OR BEFORE:

Mar 1, 2016 3:00:00 PM CST

BIDS WILL BE PUBLICLY OPENED:

Mar 1, 2016 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

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

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for termination. Williamson 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 that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

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

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

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

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson 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 Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 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 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

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

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

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

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

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 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.

2.7 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.

2.8 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 Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification 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.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson 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. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson 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 then in evaluation, or any future solicitation.

Communication between 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.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson 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.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

2.11 Responsibility

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

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

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

2.12 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. 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.

2.13 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.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid 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.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

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 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 is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

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

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, 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 Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson 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.

3.2.6 Assignment, Successors and Assigns

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

3.2.7 Implied Requirements

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

3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of 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 Williamson 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 Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson 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 Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson 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 Williamson County's satisfaction. In the event of such non-performance, Williamson 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 Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson 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 Williamson County as set out in this provision, Williamson 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.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson 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. Williamson 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. 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, Williamson 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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson 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 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. Successful Bidder agrees that Williamson 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. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson 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, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON 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 BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON 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 WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON 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 WILLIAMSON 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 JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson 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.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson 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 Williamson County in the results of the work only. Williamson 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. Williamson 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 Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

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

3.2.18 Force Majeure

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

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement 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 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 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 and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

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

3.2.21 Notice

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

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson 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 Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and 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, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, 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 Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement 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.

3.2.27 Current Revenues

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

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

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

3.2.30 Assignment

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

3.2.31 Safety

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.

3.2.32 General Obligations and Reliance

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 Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. 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 Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson 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.

3.2.33 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. Williamson County is not obligated to purchase any minimum amount, and Williamson 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.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in 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.

3.2.35 Survivability

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

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson 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 Williamson 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. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson 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 Williamson County.

3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, 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 Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson 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 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 contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson 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 Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal 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 vendors interested in the project to extend the deadline. It will be the responsibility of the vendor 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 judgment call to extend any deadline.

Supplier: **Lovejoy Construction**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <p>Name of person doing business with local governmental entity. Rachael Lovejoy</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> <p>Check this box if you are filing an update to a previously filed questionnaire.</p> </div> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. None</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. None</p>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 5%; text-align: center;">5</div> <div> <p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> </div> </div> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest: None</p> </div>	
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 5%; text-align: center;">7</div> <div> <p style="text-align: center;">Rachael Lovejoy</p> <p>Signature of person doing business with the governmental entity</p> </div> </div> <p style="text-align: center; color: red;">Signature not required if completing in BIDSYNC electronically.</p> </div>	<p>2-29-16 Date</p>

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Supplier: **Lovejoy Construction**

BID AFFIDAVIT

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

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.

STATE OF **Texas** COUNTY OF **Travis**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of **Texas**, on this

day personally appeared **Rachael Lovejoy** (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, **Rachael** (*Name of Signer*) am a duly authorized officer of/agent for

Lovejoy Construction (*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the **Lovejoy Construction**
said

(*Name of Respondent*).

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

N a m e a n d A d d r e s s o f

Respondent:

Rachael Lovejoy 528 Emma Loop Austin, TX 78737

Fax:

Telephone #: **512-553-2006**

By: **Rachael Lovejoy**

Printed Name: **Rachael Lovejoy**

Title: **President**

SUBSCRIBED AND SWORN to before me by the above-named **Rachael Lovejoy**

on this the day of , 20

Notary Public in and for

The State of **Texas**

Trimbuilt Construction, Inc.

Bid Contact **Christy Dormeier**
cdormeier@trimbuilt.com
Ph 512-832-1979

Address **12800 N Lamar Blvd**
austin, TX 78753

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1601-048--01-01	BASE BID TOTAL	Supplier Product Code:	First Offer - \$90,762.24	1 / each \$90,762.24	Y	Y
1601-048--01-02	TOTAL ALTERNATE #1	Supplier Product Code:	First Offer - \$53,221.95	1 / each \$53,221.95		Y
1601-048--01-03	TOTAL ALTERNATE #2	Supplier Product Code:	First Offer - \$49,642.39	1 / each \$49,642.39		Y
Supplier Total						\$193,626.58

Trimbuilt Construction, Inc.Item: **BASE BID TOTAL****Attachments**

Wilco Justice Cntr - TCI Proposal - 03.01.2016.pdf

TRIMBUILT Bid Bond_Wilco Breakrooms.pdf

Bid_References_Trimbuilt.pdf



Trimbuilt Construction, Inc.
On time. Every time.

Wilco Justice Cntr Breakrooms
405 Martin Luther King Dr
Break Rooms
Georgetown, TX 78626

Total Base Bid: \$ 90,762.24

Alternates: \$102,864.34

Total \$ 193,626.58

****Below prices include all accepted alternates**

Architect: Mode Design

Date of Plans: 1/0/1900 Date of Bid: 3/1/16 Estimator: Zachary Warren

Office Sq. Ft.: 986 Total Sq. Ft.: 986

1	Electrical			\$	7,630.00
2	Mechanical			\$	6,450.00
3	Plumbing			\$	12,505.00
5	Painting			\$	1,450.00
6	Flooring			\$	-
28	Epoxy Sealed Floors			\$	-
9	Millwork			\$	7,699.00
4	Drywall Acoustical Demo			\$	10,996.01
	Drywall	\$	8,496.15		
	Rough Carpentry	\$	-		
	Acoustical	\$	1,603.86		
	Demo	\$	896.00		
	(Other)	\$	-		
84	Doors Frames Hardware			\$	7,541.42
42	Insulation Fire Proofing			\$	-
14	Fire Sprinkler Systems				Excluded
15	Glass Glazing			\$	5,448.00
32	Dock Equipment			\$	-
21	Furniture			\$	3,200.00
8	Concrete			\$	1,200.00
19	Landscaping Irrigation			\$	-
26	Fire Alarm Systems			\$	2,613.00
18	Security Systems			\$	-
10	Final Cleanup			\$	542.30
69	Fire Extinguishers Cabinets			\$	-
39	Appliances			\$	-
59	X-ray Scan			\$	1,200.00
23	Telecom Data Cabling			\$	-
17	Fencing			\$	-
68	Raised Flooring			\$	-

41	Concrete Cutting				\$	-
40	Contingency - Owner				\$	-
-	General Conditions				\$	16,955.00
30	Project Mgmt	50%	# of weeks	6	\$	5,400.00
29	Supervision	100%	# of weeks	6	\$	9,600.00
27	General Cleaning		# of weeks	6	\$	600.00
11	Trash Dumpster		# of dumpsters	2	\$	905.00
81	Building Protection				\$	300.00
62	Temporary Facilities	Port a Johns			\$	-
64	Miscellaneous				\$	150.00

Sub-Total	\$	85,429.73
Permit	\$	1,219.57
Insurance	\$	622.08
Profit / Fee Total	\$	3,490.86
Total Excluding Tax	\$	90,762.24
Remodel Tax %	County No Tax	
Remodel Tax Total	\$	-

Total Base Bid	\$	90,762.24
-----------------------	-----------	------------------

Alternates to Base Bid:

1	Alternate 1	\$	53,221.95
2	Alternate 2	\$	49,642.39

Qualifications to Base Bid:

- 1 Excludes all new data and phone cabling.
- 2 All work is figured during regular business hours except for coring, hammer-drilling, shooting into concrete slabs and work in occupied areas.
- 3 Painting and flooring installations assumed during regular hours, unless required for afterhours in writing prior to bid.
- 4 Excludes all work associated with security. (Card readers, electric locks, electric hinges, wiring, etc.)
- 5 Asbestos letter for permitting to be provided by owner.
- 6 Excludes demolition of existing cabling above ceilings.
- 7 HVAC smoke/duct detectors and shut down devices not shown are excluded.
- 8 If an after hours inspection is required please add \$247 for each inspection
- 9 We will use Owner stock materials to patch and repair door infills, etc., at public corridors, i.e., flooring and wallcovering.
- 10 We exclude payment or retaining Security for any OT work including in occupied spaces.
- 11 We exclude all cost associated with grade beams including coring or extensive redirect of pathways.
- 12 Please allow 4-6 weeks for AFD to review sprinkler and fire alarm drawings once submitted.
- 13 Any commissioning or 3rd party inspections are to be paid for by the owner.
- 14 A formal N-T-P or Owner Contract must be issued prior to commencement of work.
- 15 Any owner and or owner representatives and tenants must adhere to TCI safety policies while walking the job site. Hard hats and close toed shoes are required.
- 16 Pre-con reports with deficiencies submitted to ownership need to be resolved prior to test and balance.
- 17 Any capital recovery/water/wastewater impact fees are excluded unless expressly defined above in the proposal.
- 18 Use of building electricity and water is assumed to be owner provided unless listed in proposal for line item cost.
- 19 We exclude correction of non-code compliant existing conditions unless specifically depicted on the plans. General notes are not considered sufficient.
- 20 We exclude the cost for any required Temporary Certificates of Occupancy due to reasons beyond our control.
- 21 This proposal is good for 30 days from day of bid
- 22 We exclude all cost for removal of excessive glue found beneath existing flooring
- 23 Project duration is based upon all materials being staged before commencement of work.
- 24 \$400.00 Door Hardware



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

BID BOND PUBLIC WORK

Bond No. TBD

KNOW ALL PERSONS BY THESE PRESENTS:

That Trimbuilt Construction, Inc., P. O. Box 80169, Austin, TX 78708-0169

(hereinafter called the Principal) as Principal, and MERCHANTS NATIONAL BONDING, INC., a corporation of the State of Texas, with its Home Office in the City of Austin, Texas, (hereinafter called Surety), as Surety, are held and firmly bound to Williamson County, 901 S Austin Avenue, Georgetown, TX 78626

(hereinafter called the Obligee) in the full and just sum of (5%)
five percent of the greatest amount bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 1st day of March, 2016.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Project No 1604-048 - Break Room Remodel for Williamson County Justice Center

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with MERCHANTS NATIONAL BONDING, INC., and Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Trimbuilt Construction, Inc.
Principal

By

Attest: Power of Attorney Attached

MERCHANTS NATIONAL BONDING, INC.

By

Barbara A. Shamard, Attorney-In-Fact

NBC 0231 TX (1/12)

BidSync

3/10/2016

Williamson County, Texas

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara A Shamard; Chris Brandt; George S Sykes Jr; John S Burns Jr; Karl Williamson;
Peter Pincoffs; Rob Bridges; Todd Davis; William H Page Jr

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



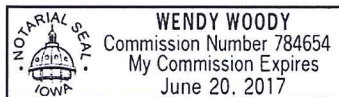
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of March, 2016.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

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

Reference 1

Client Name:

Texas Facilities Commission

Location:

Austin, Texas

Contact Name:

Mark Diaz

Title:

Project Manager

Phone:

5,124,635,554

E-mail

mark.diaz@tfc.state.tx.us

Contract Date To:

Contract Date From:

Contract Value: \$

03/15/2016

\$976,461

Scope of Work:

Complete gut and remodel of five (5) banks - 10 total - restrooms and two (2) showers in two (2) occupied office buildings. Project included: Plumbing (carriers, water closets, lavatories,

Reference 2

Client Name:

Texas Facilities Commission - State Records C

Location:

State Records Center - Austin, Texas

Contact Name:

Michael Shea

Title:

Facility Manager

Phone:

5,124,755,151

E-mail

mshea@tsl.texas.gov

Contract Date To:

Contract Date From:

Contract Value: \$

09/30/2015

\$2,419,336

Scope of Work:

Mechanical System upgrade and facility renovation including some exterior, but mostly interior work

Reference 3

Client Name:

Accenture

Location:

Austin, Texas

Contact Name:

Michael U. Jansen

Title:

Accenture Workplace Mobilization

Phone:

7,278,977,575

E-mail

michael.u.jansen@accenture.com

Contract Date To:

Contract Date From:

Contract Value: \$

07/30/2015

\$2,101,971

Scope of Work:

Renovation of 170,000 sf of office space including 11 breakrooms.

Supplier: **Trimbuilt Construction, Inc.**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION

Break Room Remodel for Williamson County Justice Center

BIDS MUST BE RECEIVED ON OR BEFORE:

Mar 1, 2016 3:00:00 PM CST

BIDS WILL BE PUBLICLY OPENED:

Mar 1, 2016 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

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

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for termination. Williamson 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 that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

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

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

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

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson 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 Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 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 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

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

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

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

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

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 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.

2.7 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.

2.8 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 Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification 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.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson 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. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson 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 then in evaluation, or any future solicitation.

Communication between 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.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson 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.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

2.11 Responsibility

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

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

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

2.12 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. 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.

2.13 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.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid 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.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

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 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 is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

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

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, 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 Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson 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.

3.2.6 Assignment, Successors and Assigns

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

3.2.7 Implied Requirements

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

3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of 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 Williamson 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 Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson 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 Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson 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 Williamson County's satisfaction. In the event of such non-performance, Williamson 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 Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson 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 Williamson County as set out in this provision, Williamson 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.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson 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. Williamson 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. 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, Williamson 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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson 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 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. Successful Bidder agrees that Williamson 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. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson 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, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON 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 BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON 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 WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON 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 WILLIAMSON 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 JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson 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.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson 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 Williamson County in the results of the work only. Williamson 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. Williamson 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 Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

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

3.2.18 Force Majeure

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

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement 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 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 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 and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

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

3.2.21 Notice

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

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson 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 Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and 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, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, 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 Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement 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.

3.2.27 Current Revenues

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

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

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

3.2.30 Assignment

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

3.2.31 Safety

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.

3.2.32 General Obligations and Reliance

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 Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. 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 Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson 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.

3.2.33 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. Williamson County is not obligated to purchase any minimum amount, and Williamson 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.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in 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.

3.2.35 Survivability

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

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson 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 Williamson 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. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and for

3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, 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 Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,
Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson 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 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 contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson 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 Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal 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 vendors interested in the project to extend the deadline. It will be the responsibility of the vendor 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 judgment call to extend any deadline.

Supplier: Trimbuilt Construction, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person doing business with local governmental entity. Larry Puckett</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. None exist - not applicable.</p>	
<p>4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. None exist - not applicable.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> 5 </div> <p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest: None exist - not applicable.</p>	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> 7 </div>	
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Larry Puckett Signature of person doing business with the governmental entity </div> <div style="text-align: center;"> 03/01/2016 Date </div> </div> <p style="color: red; font-weight: bold; margin-top: 10px;">Signature not required if completing in BIDSYNC electronically.</p>	

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Supplier: Trimbuilt Construction, Inc.

BID AFFIDAVIT

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

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.

STATE OF **Texas** COUNTY OF **Williamson**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of **Texas**, on this

day personally appeared **Larry Puckett** (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, **Larry Puckett** (*Name of Signer*) am a duly authorized officer of/agent for

Trimbuilt Construction, Inc. (*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the **Trimbuilt Construction, Inc.**
said

(*Name of Respondent*).

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

Name and Address of
Respondent:
Trimbuilt Construction, Inc.

Fax: **512.873.0142**

Telephone #: **512.832.1979**

By: **Larry Puckett**

Printed Name: **Larry Puckett**

Title: **President**

SUBSCRIBED AND SWORN to before me by the above-named **Larry Puckett**

on this the **First** day of **March**, 2016

Gina Villarrel
Notary Public in and for
The State of **Texas**

Majestic Services, Inc.

Bid Contact **Jessica De Luca**
estimatingconst@aol.com
Ph 512-537-6574
Fax 512-836-3802

Address **8120 N IH 35 Suite 101**
austin, TX 78753

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1601-048--01-01	BASE BID TOTAL	Supplier Product Code:	First Offer - \$119,000.00	1 / each \$119,000.00	Y	Y
1601-048--01-02	TOTAL ALTERNATE #1	Supplier Product Code:	First Offer - \$42,500.00	1 / each \$42,500.00		Y
1601-048--01-03	TOTAL ALTERNATE #2	Supplier Product Code:	First Offer - \$47,000.00	1 / each \$47,000.00		Y
Supplier Total						\$208,500.00

Majestic Services, Inc.Item: **BASE BID TOTAL****Attachments**

BID 1601-048 BID ATTACHMENTS.pdf

BID 1601-048 BOND.pdf

Supplier Response Form

BID AFFIDAVIT

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

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.

STATE OF Texas

COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this

day personally appeared Sharal Brown (Name of Signer), who after being by me duly sworn, did depose and say:

"I, Sharal Brown (Name of Signer) am a duly authorized officer of/agent for

Majestic Services, Inc. (Name of Respondent) and have been duly authorized

to execute the foregoing on behalf of the said Majestic Services, Inc.

(Name of Respondent).

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

Name and Address of Respondent:

Majestic Services, Inc. 8120 N. IH 35 Suite 101 Austin, Texas 78753

Fax: 512-836-3802

Telephone #: 512-524-7411

By: Sharal Brown

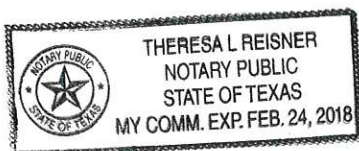
Printed Name: Sharal Brown

Title: President

SUBSCRIBED AND SWORN to before me by the above-named Theresa Reisner

on this the 26th

day of February, 2016



Theresa L. Reisner
Travis County
Notary Public in and for

The State of Texas

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Texas Rider 06042014

1

**Bid Bond
SURETY DEPARTMENT**

**Conforms with the American Institute of
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, Majestic Services, Inc. as Principal
hereinafter called the Principal, and SureTec Insurance Company a corporation created and existing under the laws of the
State of Texas whose principal office is in Houston, TX as Surety, hereinafter called the Surety, are held
and firmly bound unto Williamson County as Oblige, hereinafter called the Oblige,

in the sum of Five Percent of the Greatest Amount Bid

Dollars **(\$5% GAB)**

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Break Room Remodel for WillCo Justice Center

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract
documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such
bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the
work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 1st day of March, 2016.

Majestic Services, Inc.

(Principal)

By Shamir A. Brown (SEAL)

SureTec Insurance Company

(Surety)

By Steven W. Searcey (SEAL)
Steven W. Searcey Attorney-in-fact

POA #: 4221049

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey,
Robert J. Shuya, Mistie Beck, Jeremy Barnett, Robert G. Kanuth, Jade Porter, Jennifer Cisneros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of August, A.D. 2015

SURETEC INSURANCE COMPANY

By: _____

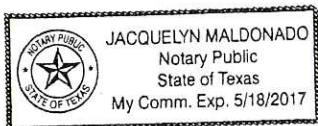
John Knox Jr., President

State of Texas
County of Harris

SS:



On this 3rd day of August, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public

My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of March, 2016, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Question and Answers for Bid #1601-048 - Break Room Remodel for Williamson County Justice Center

Overall Bid Questions

Question 1

What was the estimated project cost? (Submitted: Feb 3, 2016 8:10:19 AM CST)

Answer

- \$95,000 (Answered: Feb 3, 2016 9:18:25 AM CST)

Question 2

1. Please confirm all glass is 1" insulated (sidelites and doors) and the aluminum storefront system details should take this into consideration since they show 1/4" monolithic glass.

2. What is the glass makeup if insulated applies for Laminated Insulated units.

Ex: 1/4" clear Lami - 1/2" air - 1/4" clear Lami?

or 1/4" clear Temp - 1/2" air - 1/4" clear Lami?

3. Please confirm if temp over lami where required for code and plate over lami where not required.

4. Please confirm L2B storefront glass is all clear at top and bottom row (no frost). Different than other 2 breakrooms.

5. Please confirm all 'frost' is to be film and not the actual glass. If so, confirm applied to breakroom side. If no film spec, will provide typical Llumar and qualify.

Thank you. (Submitted: Feb 17, 2016 3:52:47 PM CST)

Answer

- 1. Glass at sidelights and doors to be 1" laminated, not 1" insulated

2. Provide 1" laminated glass in lieu of 1" insulated

3. Tempered over lami where required by code, plate over lami where not required is correct

4. L2B frosting as shown (clear top and bottom) is correct.

5. Frosting is to be applied film applied to break room side. Llumar or equal is acceptable. (Answered: Feb 22, 2016 1:04:28 PM CST)

Question 3

Please confirm no scale wages, no HUB requirements. Please confirm City of Georgetown inspections and permits. (Submitted: Feb 18, 2016 4:50:26 PM CST)

Answer

- There are no HUB requirements and you do need permits from the City of Georgetown.

2-23-16 - However; Prevailing Wages Rates are required for this project. (Answered: Feb 19, 2016 8:09:45 AM CST)

Question 4

Please provide manufacturer and number off the existing electrical panel. (Submitted: Feb 22, 2016 1:37:19 PM CST)

Answer

- Existing Panelboard â€"2HL1â€™: Square D

Existing Panelboard â€"HMAâ€™: General Electric

Existing Panelboard â€"LMAâ€™: General Electric

Existing Panelboard â€"HPâ€™: General Electric

Existing Panelboard â€"LPâ€™: General Electric (Answered: Feb 26, 2016 7:54:39 AM CST)

Question 5

Are there any structural drawings that pertain to the securing of the storefront system to the existing structure?

Will there be additional bracing or support needed above ceiling? (Submitted: Feb 26, 2016 3:29:30 PM CST)

Answer

- No additional structure drawings provided. Storefront head to attach to new framed furr down attached to roof structure. (Answered: Mar 1, 2016 7:44:53 AM CST)

Question Deadline: Feb 26, 2016 5:00:00 PM CST

Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ****Page 2****5 Name of local government officer with whom filer has affiliation or business relationship.****(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

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

Reference 1

Client Name:

City of Leander, Texas

Location:

Leander, Texas

Contact Name:

Joy Simonton

Title:

Project Manager

Phone:

5,125,282,730

E-mail

jsimonton@leandertx.gov

Contract Date To:

11/09/2015

Contract Date From:

02/29/2016

Contract Value: \$

\$160,000.00

Scope of Work:

Renovation of Utility Customer Service Center Lobby and Management Offices

Reference 2

Client Name:

Bexar Appraisal District

Location:

San Antonio, Texas

Contact Name:

Randy Hutchison

Title:

Owner Representative, Dir. of Finance

Phone:

2,102,248,551

E-mail

rhutchison@bcad.org

Contract Date To:

10/28/2014

Contract Date From:

02/02/2015

Contract Value: \$

\$170,225.00

Scope of Work:

Reconfiguration and improvements to two existing men's and two existing women's restrooms

Reference 3

Client Name:

City of Temple, Texas

Location:

Temple, Texas

Contact Name:

Ashley Williams

Title:

Project Manager

Phone:

2,542,985,607

E-mail

awilliams@templetx.gov

Contract Date To:

03/02/2014

Contract Date From:

06/09/2014

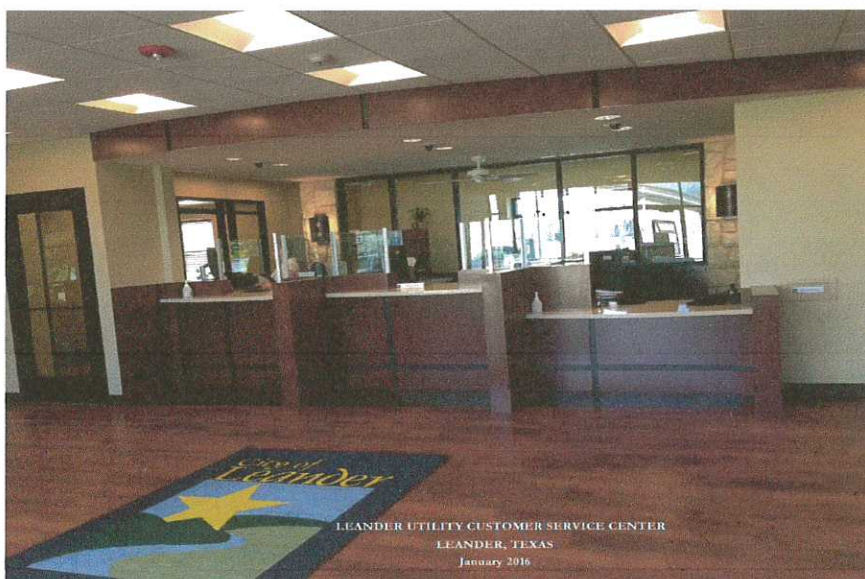
Contract Value: \$

\$324,257.00

Scope of Work:

Renovation of a Break Room which included the demolition of the CMU wall to separate a storage room and the Break Room

LEANDER UTILITY CUSTOMER SERVICE CENTER RENOVATION



PROJECT NAME: Leander Utility Customer Services Renovation
200 West Willis
Leander, Texas 78641

PROJECT OWNER: City of Leander
200 West Willis
Leander, Texas 78641

OWNER CONTACT: Joy Simonton
jsimonton@leandertx.gov
(512) 528.2730

ARCHITECT: Brown Reynolds Watford Architects, Inc.
Jennifer Bettiol (Rep)
2700 Earl Rudder Freeway, Ste. 400
College Station, Texas 77845
(979) – 694-1791

PROJECT COST: \$135,000.00
FINAL PROJECT COST: \$152,573.37

DATE STARTED: November 2, 2015
DATE COMPLETED: January 2, 2016

PROJECT MANAGER: Sharal Brown
SUPERINTENDENT: Darien Brown

PROJECT DESCRIPTION: The project consisted of renovation of the existing Leander Utility Billing & Customer Service Area of approximately 1,405 sq. ft. in Leander, Texas. The existing building was built in the 80's and no longer met the city building codes. Majestic Services brought the building into compliance during the renovation. The project involved the following trades: masonry, cabinetry/millwork, flooring, doors/hardware, security, insulation, doors/frames/hardware, windows, drywall, acoustical ceiling, painting (interior/exterior), teller equipment, HVAC Mechanical, and Electrical.

MAJESTIC SERVICES, INC. ROLES PERFORMED:

GENERAL CONTRACTOR
COST ESTIMATING
PROJECT SCHEDULING

CONSTRUCTION MANAGEMENT SERVICES
PROJECT MANAGEMENT
SELECTION AND MANGEMENT OF SUBCONTRACTORS



PROJECT NAME: Restroom Renovation

PROJECT OWNER: Bexar Appraisal District
411 N. Frio
San Antonio, Texas 78207

OWNER CONTACT: Randy Hutchison
rhutchison@bcad.org
411 N. Frio
San Antonio, Texas 78207
(210) 224-8511

ARCHITECT: NextGen Architects
Raul Llanas (Rep)
RLlanas@NextgenArchitects.com
45 NE Loop 410, Suite 210
(210) – 307-5749

PROJECT COST: \$169,000.00
FINAL PROJECT COST: \$170,225.29

DATE STARTED: October 28, 2014
DATE COMPLETED: January 31, 2015

PROJECT MANAGER: Sharal Brown
SUPERINTENDENT: Anthony White

PROJECT DESCRIPTION: Reconfiguration and improvements to two existing men's and two existing women's restroom facilities in the Bexar Appraisal District building, located in San Antonio, Texas. The project involved construction during work hours when customers and workers had full access to the building. The construction site required daily clean-up after the work of each trade and safety inspections to prevent unwanted accidents. The project also involved interior demolition of the existing restrooms and installation of new finishes, restroom partitions, fixtures and accessories as indicated on the drawings and specifications.

MAJESTIC SERVICES, INC. ROLES PERFORMED:

GENERAL CONTRACTOR
COST ESTIMATING
PROJECT SCHEDULING

CONSTRUCTION MANAGEMENT SERVICES
PROJECT MANAGEMENT
SELECTION AND MANGEMENT OF SUBCONTRACTORS



PROJECT NAME: Fleet Services – Phase 2
3210 E. Avenue H, Bldg. B.
Temple, Texas 76501

PROJECT OWNER: City of Temple
2 N. Main Street
Temple, Texas 76501

OWNER CONTACT: Ashley Williams
awilliams@templetx.gov
(254) - 298-5607 (W), (785) - 341-4487 (M)

ARCHITECT: Architectural Edge, Inc.
Randy Stumberg (Rep)
3010 Scott Blvd. Suite #102
Temple, Texas 76504
(254) – 771-2054

PROJECT COST: \$293,676.00
FINAL PROJECT COST: \$324,257.34

DATE STARTED: March 12, 2014
DATE COMPLETED: June 9, 2014

PROJECT MANAGER: Sharal Brown
SUPERINTENDENT: Anthony White

PROJECT DESCRIPTION: A ground up building expansion for the City of Temple, Fleet Services single story garage. The base requirement was to match the existing building. Construction included erection of a Metal Building, installing new Mechanical and Electrical systems, adding a new Dangerous Gas Detection System throughout the new and existing building, renovation of a Break Room which included the demolition of the CMU wall to separate a storage room and the Break Room, removing exhaust fans and running new supply and return air, installing new Data Lines, ceiling grids, and flooring. The ground up building work included underground electrical, phone lines and gas lines underneath the sod. In addition, the interior work included installing a new fire alarm system and rollup doors; the exterior work included a new sidewalk, driveways, and irrigation system with sodding.

MAJESTIC SERVICES, INC. ROLES PERFORMED:

GENERAL CONTRACTOR

COST ESTIMATING

PROJECT SCHEDULING

CONSTRUCTION MANAGEMENT SERVICES

PROJECT MANAGEMENT

SELECTION AND MANGEMENT OF SUBCONTRACTORS

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**Bid Bond
SURETY DEPARTMENT**

**Conforms with the American Institute of
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, Majestic Services, Inc. as Principal
hereinafter called the Principal, and SureTec Insurance Company a corporation created and existing under the laws of the
State of Texas whose principal office is in Houston, TX as Surety, hereinafter called the Surety, are held
and firmly bound unto Williamson County as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (**\$5% GAB**)

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Break Room Remodel for WillCo Justice Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract
documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 1st day of March, 2016.

Majestic Services, Inc.

(Principal)

By Shamale D. Brown (SEAL)

SureTec Insurance Company

(Surety)

By Steven W. Searcey (SEAL)
Steven W. Searcey Attorney-in-fact

POA #: 4221049

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey,
Robert J. Shuya, Mistie Beck, Jeremy Barnett, Robert G. Kanuth, Jade Porter, Jennifer Cisneros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of August, A.D. 2015

SURETEC INSURANCE COMPANY

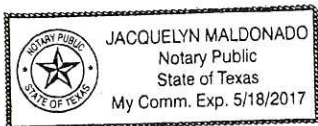
By: [Signature]
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 3rd day of August, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of March, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Supplier: **Majestic Services, Inc.**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION

Break Room Remodel for Williamson County Justice Center

BIDS MUST BE RECEIVED ON OR BEFORE:

Mar 1, 2016 3:00:00 PM CST

BIDS WILL BE PUBLICLY OPENED:

Mar 1, 2016 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

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

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for termination. Williamson 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 that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

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

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

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

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson 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 Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 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 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

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

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

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

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

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 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.

2.7 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.

2.8 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 Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification 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.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson 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. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson 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 then in evaluation, or any future solicitation.

Communication between 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.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson 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.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

2.11 Responsibility

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

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

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

2.12 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. 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.

2.13 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.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 **DEFINITIONS, TERMS AND CONDITIONS**

3.2 **Definitions**

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid 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.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 **Venue and Governing Law**

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 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 is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 **Incorporation by Reference and Precedence**

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 **Ownership of Bid**

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

3.2.4 **Disqualification of Bidder**

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, 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 Williamson County believes that collusion exists among the Bidders.

3.2.5 **Funding**

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson 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.

3.2.6 Assignment, Successors and Assigns

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

3.2.7 Implied Requirements

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

3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of 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 Williamson 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 Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson 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 Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson 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 Williamson County's satisfaction. In the event of such non-performance, Williamson 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 Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson 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 Williamson County as set out in this provision, Williamson 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.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson 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. Williamson 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. 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, Williamson 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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson 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 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. Successful Bidder agrees that Williamson 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. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson 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, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON 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 BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON 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 WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON 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 WILLIAMSON 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 JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson 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.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson 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 Williamson County in the results of the work only. Williamson 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. Williamson 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 Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

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

3.2.18 Force Majeure

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

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement 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 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 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 and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

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

3.2.21 Notice

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

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson 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 Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and 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, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, 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 Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement 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.

3.2.27 Current Revenues

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

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

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

3.2.30 Assignment

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

3.2.31 Safety

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.

3.2.32 General Obligations and Reliance

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 Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. 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 Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson 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.

3.2.33 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. Williamson County is not obligated to purchase any minimum amount, and Williamson 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.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in 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.

3.2.35 Survivability

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

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson 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 Williamson 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. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson 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 Williamson County.

3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, 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 Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson 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 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 contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson 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 Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal 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 vendors interested in the project to extend the deadline. It will be the responsibility of the vendor 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 judgment call to extend any deadline.

Supplier: Majestic Services, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <p>Name of person doing business with local governmental entity.</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <input type="checkbox"/> </div> <div> <p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40px; text-align: center; border: 1px solid black;">5</div> <div> Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) </div> </div> <p style="margin-top: 10px;">This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> </p> <p style="margin-left: 40px;">D. Describe each affiliation or business relationship.</p> </div> <div style="border: 1px solid black; padding: 5px;"> 6. Describe any other affiliation or business relationship that might cause conflict of interest: </div>	
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40px; text-align: center; border: 1px solid black;">7</div> <div> <p style="text-align: center; margin-bottom: 10px;">N/A</p> <p>Signature of person doing business with the governmental entity</p> </div> </div> <div style="text-align: right; margin-top: 10px;"> <p>2/26/16 Date</p> </div> </div> <p style="color: red; text-align: center; margin-top: 10px;">Signature not required if completing in BIDSYNC electronically.</p>	

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Supplier: **Majestic Services, Inc.**

BID AFFIDAVIT

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

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.

STATE OF **Texas** COUNTY OF **Travis**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of **Texas**, on this

day personally appeared **Sharal Brown** (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, **Sharal Brown** (*Name of Signer*) am a duly authorized officer of/agent for

Majestic Services, Inc. (*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the **Majestic Services, Inc.**
said

(*Name of Respondent*).

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

Name and Address of

Respondent:

Majestic Services, Inc. 8120 N. IH 35 Suite 101 Austin, Texas 78753

Fax: **512-836-3802**

Telephone #: **512-524-7411**

By: **Sharal Brown**

Printed Name: **Sharal Brown**

Title: **President**

SUBSCRIBED AND SWORN to before me by the above-named **Theresa Reisner**

on this the **26th** day of **February**, 2016

Travis County

Notary Public in and for

The State of **Texas**

S&G Contracting, Inc.

Bid Contact **Shane Gibson**
mike@sginc.biz
Ph 512-331-8799
Fax 512-331-8795

Address **8863 Anderson Mill Rd. Suite 108**
Austin, TX 78729

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1601-048--01-01	BASE BID TOTAL	Supplier Product Code:	First Offer - \$117,000.00	1 / each	\$117,000.00	Y Y
1601-048--01-02	TOTAL ALTERNATE #1	Supplier Product Code:	First Offer - \$66,000.00	1 / each	\$66,000.00	Y
1601-048--01-03	TOTAL ALTERNATE #2	Supplier Product Code: Supplier Notes: We have included a 2,500.00 allowance for data relocation.	First Offer - \$64,500.00	1 / each	\$64,500.00	Y
					Supplier Total	\$247,500.00

S&G Contracting, Inc.Item: **BASE BID TOTAL****Attachments**

BidDocumentsDownload.pdf

Bid Bond for Break Room Remodel for Williamson County.pdf

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

BID BOND

**The Hanover Insurance Company
Worcester, Massachusetts 01653-0002**

CONTRACTOR:

(Name, legal status and address)

S & G Contracting, Inc.
8863 Anderson Mill Road, Suite 108
Austin, Texas 78729

OWNER:

(Name, legal status and address)

Williamson County
901 South Austin Avenue
Georgetown, TX 78626

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
5910 N Central Expressway, Suite 300
Dallas, Texas 75206

BOND AMOUNT: Five Percent of the Greatest Amount Bid Dollars (5% GAB)

PROJECT:

(Name, location or address, and Project number, if any)

Break Room Remodel for Williamson County Justin Center
Project No. 1601-048

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

1

Signed and sealed this 1st day of March, 2016.


S & G Contracting, Inc.


(Witness)


(Principal) (Seal)
VICE PRESIDENT
(Title)

The Hanover Insurance Company

Melissa Mills
(Witness)


(Surety) Peggy Hogan (Seal)
Attorney-In-Fact
(Title)

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Steven Lott, Steve Rickenbacher, David Oxford, Peggy Hogan, Sherrel Breazeale and/or Bart Russ

Of Consolidated Insurance Partners of Dallas, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 13th day of January, 2016.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

On this 13th day of January 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of March 2016.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President



Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pan  a primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

Supplier: **S&G Contracting, Inc.**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION

Break Room Remodel for Williamson County Justice Center

BIDS MUST BE RECEIVED ON OR BEFORE:

Mar 1, 2016 3:00:00 PM CST

BIDS WILL BE PUBLICLY OPENED:

Mar 1, 2016 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

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

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

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

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

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson 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 Williamson County employees or officials may be cause for termination. Williamson 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 that 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 Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

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

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

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

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson 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 Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 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 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

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

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

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

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

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 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.

2.7 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.

2.8 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 Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification 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.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson 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. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson 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 then in evaluation, or any future solicitation.

Communication between 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.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson 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.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

2.11 Responsibility

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

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

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

2.12 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. 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.

2.13 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.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid 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.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

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 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 is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

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

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, 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 Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson 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.

3.2.6 Assignment, Successors and Assigns

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

3.2.7 Implied Requirements

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

3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of 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 Williamson 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 Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson 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 Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson 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 Williamson County's satisfaction. In the event of such non-performance, Williamson 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 Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson 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 Williamson County as set out in this provision, Williamson 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.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson 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. Williamson 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. 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, Williamson 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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson 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 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. Successful Bidder agrees that Williamson 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. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson 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, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON 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 BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON 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 WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON 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 WILLIAMSON 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 JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson 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.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson 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 Williamson County in the results of the work only. Williamson 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. Williamson 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 Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

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

3.2.18 Force Majeure

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

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement 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 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 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 and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

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

3.2.21 Notice

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

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson 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 Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and 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, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, 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 Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement 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.

3.2.27 Current Revenues

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

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

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

3.2.30 Assignment

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

3.2.31 Safety

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.

3.2.32 General Obligations and Reliance

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 Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. 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 Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson 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.

3.2.33 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. Williamson County is not obligated to purchase any minimum amount, and Williamson 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.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in 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.

3.2.35 Survivability

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

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson 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 Williamson 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. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, 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 Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,
Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson 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 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 contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson 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 Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal 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 vendors interested in the project to extend the deadline. It will be the responsibility of the vendor 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 judgment call to extend any deadline.

Supplier: S&G Contracting, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <p>Name of person doing business with local governmental entity. S&G Contracting, Inc.</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> <p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-right: 10px;"> <input checked="" type="checkbox"/> </div> <div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div> </div>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. N/A</p>	
<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> <p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. N/A</p>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> 5 <div> Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) </div> </div> <p style="margin-top: 10px;">This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <div style="text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <div style="text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <div style="text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </p> <p>D. Describe each affiliation or business relationship. <div style="text-align: center;">N/A</div> </p> <p>6. Describe any other affiliation or business relationship that might cause conflict of interest: <div style="text-align: center;">N/A</div> </p> </div>	
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> 7 <div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 60%;"> Jimmy S. Gibson Signature of person doing business with the governmental entity </div> <div style="width: 35%; text-align: right;"> 3/1/2016 Date </div> </div> <p style="color: red; text-align: center; margin-top: 10px;">Signature not required if completing in BIDSYNC electronically.</p> </div> </div> </div>	

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

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Supplier: **S&G Contracting, Inc.**

BID AFFIDAVIT

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

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.

STATE OF **TEXAS**COUNTY OF **WILLIAMSON**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of **Texas**, on this

day personally appeared **Jimmy S. Gibson**(*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, **Jimmy S. Gibson**(*Name of Signer*) am a duly authorized officer of/agent for

S&G Contracting, Inc.(*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the **S&G Contracting, Inc.**
said

(*Name of Respondent*).

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

Name and Address of

Respondent:

S&G Contracting, Inc. 8863 Anderson Mill Rd. Suite 108 Austin, TX 78729

Fax: **5123318795**

Telephone #: **5123318799**

By: **Jimmy S. Gibson**

Printed Name: **Jimmy S. Gibson**

Title: **Vice President**

SUBSCRIBED AND SWORN to before me by the above-named **Jimmy S. Gibson**

Jimmy S. Gibson on this the **01** day of **March**, 2016

Notary Public in and for

The State of **Texas**

Commissioners Court - Regular Session**38.****Meeting Date:** 03/29/2016

Food Service for Jail

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a ninety-one (91) day extension of the Food Service Contract with Aramark Correctional Services, LLC (RFP/Proposal # 11WCAP108) and grant a temporary exemption to competitive bidding requirements pursuant to Tex. Loc. Gov't Code 262.024(2) ("public health or safety") in order to allow adequate time to complete the procurement process for RFP #1603-065 for Food Services for The Williamson County Jail Facility (Request for exemption to bidding is being requested for the period of April 1, 2016 to June 30, 2016 with recommendation for new contract term with newly awarded proposer to commence July 1, 2016.

Background

Fiscal Impact

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

AttachmentsBid TabAramark Extension Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 03/23/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

03/23/2016 08:28 AM

03/23/2016 11:00 AM

Started On: 03/22/2016 08:44 AM

WILLIAMSON COUNTY PROPOSAL TABULATION

FOOD SERVICES FOR JAIL FACILITIES

RFP# 11WCAP108

CONTRACT PERIOD: APRIL 01, 2015 THROUGH MARCH 31, 2016

**Recommended award: Aramark Correctional Services – option 1 plus CPI
Increase of 3.00%**

Vendor	price per meal/inmate
Aramark Correctional Services	Option 1: regular meal $\$0.849 + (3\%) \cdot 0.025 = .874$
	Option 1: dietary snacks included in regular meal price
	Option 2: regular meal \$0.819
	Option 2: dietary snacks included in regular meal price



AGREEMENT TO EXTEND WILLIAMSON COUNTY PROPOSAL

#11WCAP108

Food Service for the Williamson County Jail Facility

Aramark Correctional Services, LLC and Williamson County, Texas wish to extend proposal #11WCAP108 with Williamson County for the same, terms and conditions as the existing contract for an additional period of 91 days beginning April 1, 2016 through June 30, 2016. The price per meal per inmate shall remain at the same rate that was agreed upon for the contract extension period of April 1, 2015 to March 31, 2016.

BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Aramark Correctional Services, LLC

Williamson County, 710 Main St., Georgetown, TX 78626

Name Mark R. Adams

Dan A. Gattis

Title Vice President Finance

Williamson County Judge

Signature 

Signature _____

Date 3-21-16

Date _____

Commissioners Court - Regular Session**39.****Meeting Date:** 03/29/2016

Advertise Bid 1603 064 Arterial H Phase

Submitted For: Max Bricka**Submitted By:** Jewel Walker, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing to advertise and receive bids for Bid 1603 064 Arterial H Phase.

Background

Williamson County is seeking qualified contractors to construct a 0.8 mile roadway consisting of grading, base, asphalt pavement, signing, concrete culvert, pavement markings and installation of waterline. Estimated time of completion is 150 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of \$3,000,000.

The bid packet was too large to attach.

Fiscal Impact

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

AttachmentsPublic Notice

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:00 AM

Started On: 03/23/2016 09:16 AM

PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

ARTERIAL H PHASE 1

Williamson County is seeking qualified contractors to construct a 0.8 mile roadway consisting of grading, base, asphalt pavement, signing, concrete culvert, pavement markings and installation of waterline. Estimated time of completion is 150 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of \$3,000,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on April 20, 2016 at 3:30 PM.

Bids must be received on or before April 20, 2016 at 3:30 PM.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.

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 Bids.

There will be a Non-Mandatory Pre-Bid Conference on April 11, 2016 at 3:30 PM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.

BID BOND REQUIRED

A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.

Bidder shall use per unit pricing. Payments will be made by check.

The designated Purchasing Agent for this Bid is Jewel Walker, Purchasing Specialist III, under the direction of Max Bricka, Purchasing Agent for Williamson County, 512-943-3553.

This notice is issued by order of the Williamson County Commissioners' Court on March 29, 2016; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session**40.****Meeting Date:** 03/29/2016

Guidespark contract

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Guidespark, INC. and Williamson County for the purchase of a software-as-a service and related services, regarding a video communication tool for Employee Benefits.

Background

Guidespark will partner with Human Resources to create a better communication strategy and improve overall employee participation as it relates to employment, benefits and work place compliance issues. The goal is to deliver a timely and consistent message across an employee base that is not centrally located as it relates to work location and often limited computer access . Video communication will be utilized to provide universally easy-to-understand benefits information to a multi-generational, multi-educational workforce. Videos will be utilized to supplement HR's Open Enrollment information meetings giving employees in all locations user-friendly content for on-demand viewing. Videos will be available on Company's Intranet and HR SharePoint Site to include a Link from the Benefit Enrollment System, and create a Benefit's Library thus replacing PowerPoint Presentations. Videos will be accessible year-round to address all benefit changes that may occur throughout the year. This will assist to streamline HR's efforts in creating and presenting benefits information to employees and retirees. Replace the need for benefits meetings previously utilized as a method of communication that that typically have low attendance and participation.

This will be for the lite package including the following 5 videos:

1. Open Enrollment Teaser
2. Open Enrollment
3. Benefits Overview
4. FSA
5. Medical Plan Overview

There will be an annual subscription fee in the amount of \$14,500 for a total contract value of \$29,000.

Fiscal Impact

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

Attachments

[Guidespark Master Subscription agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:54 AM

Started On: 03/23/2016 11:07 AM

**GUIDESPARK, INC.
MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement ("MSA") is between Williamson County, ("**Company**" or "**The County**") and GuideSpark, Inc. ("**GuideSpark**" or "**Vendor**"). The MSA consists of the terms and conditions set forth below and any attachments or exhibits identified below. This MSA and any Order Forms or Statements of Work (as defined below) that reference this MSA constitute the entire agreement between the parties ("**Agreement**").

This Agreement permits Company to purchase a subscription to software-as-a-service products and related services from GuideSpark pursuant to order forms executed by GuideSpark and Company referencing this Agreement, substantially in the form of Exhibit A ("**Order Form(s)**"). This MSA and any attachments or exhibits identified below will govern purchases made by Company that reference this Agreement or this MSA.

ATTACHMENTS

1. Ex. A: Form of Order Form
2. Ex. B: Service Level Agreement
3. Ex. C: Support and Development Policy
4. Ex. D: Vendor Reimbursement Policy

This Master Subscription Agreement has been accepted and agreed to by the Authorized Representative of each party on the date stated below each signature:

Williamson County
405 Martin Luther King St # 1
Georgetown, TX 78626-4900

By: _____

Name: _____

Title: _____

Date: _____

GUIDESPARK, INC.
1350 Willow Rd. Suite 201
Menlo Park, CA 94025

By: Christopher J. Krook

Name: Christopher J. Krook

Title: Chief Financial Officer

Date: 23-March-2016

1. Definitions.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Company. As used in this definition, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

"Authorized Representative" means an individual who has the legal authority to bind the entity entering into this Agreement, including the authority to bind any Affiliates that purchase a Subscription pursuant to an Order Form under this Agreement.

"Company Data" means any data of any type that is provided by Company to GuideSpark.

"Compliance" means that the Software Service is performing in substantial conformance with any criteria specified in the applicable Order Form or Documentation).

"Content" means data, including audio, video, multimedia, data, text, images, and documents, that is provided by GuideSpark to Company or accessed or collected by Company in connection with Company use of the Software Service, including without limitation all data, information or other materials that GuideSpark

obtains from third parties and provides or otherwise makes available to Company hereunder.

"Contractor" means any third party employed or retained by Company to perform services on behalf of Company.

"Documentation" means any user manuals, reference guides, usage instructions and other descriptions related to the Software Service provided by GuideSpark to Company or to any other Users of the Software Service from time to time to explain the intended functionality of the Software Service and to assist in the use of the Software Service.

"Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

"Permitted Users" means the cumulative number of a Company's employees/participants eligible to access the Software Service as set forth in the applicable Order Form.

Permitted Users shall be determined based on numbers reported by Company to GuideSpark or on publicly available information.

“Software Service” means the online software-as-a-service product(s) described in the Order Form, including any associated offline components and all related Documentation.

“Subscription” means a subscription to the Software Service and Support.

“Subscription Term” means the term of a Subscription as set forth in the applicable Order Form.

“Support” means the technical support services provided by GuideSpark as further described in Exhibit B (Service Level Agreement) and Exhibit C (Support and Development Policy).

“Training” means the training services provided by GuideSpark as set forth in the applicable Order Form.

“User” means an individual who is authorized by Company to use the Software Service. Users may include but are not limited to Company employees and their family members, consultants, Contractors and agents, and specific individuals authorized by Company.

“User Data” means any data of any type that is provided by a User to GuideSpark in connection with use of the Software Service.

2. Software Service.

2.1 Provision of Software Service. Users may access and use the Software Service for Company’s internal business purposes.

2.2. Orders. Each Order Form will be substantially in the form attached as Exhibit A and will incorporate by reference the provisions of this Agreement as though those provisions were set forth therein in their entirety. Where appropriate, Orders may also be placed via a Statement of Work (“SOW”). All references herein to “Order Forms” shall also apply to orders placed with an SOW.

2.3 Company Responsibilities. Company shall (i) be responsible for Users’ compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software Service, and notify GuideSpark promptly of any such unauthorized access or use, and (iii) use the Software Service only in accordance with any Documentation provided by GuideSpark and applicable laws and government regulations.

2.4. Login Information. If Company requests that GuideSpark enable Company to create a login ID and password for Users to access the Software Service (“Login Information”), Company shall keep all Login Information confidential and not share Login Information with third parties. Company is responsible for all activity occurring under Users’ Login Information. . GuideSpark has no obligation or responsibility with regard to use, distribution, disclosure, or management of Login Information.

2.5 Service Updates. GuideSpark (a) may, from time to time, modify or update the Software Service, and (b) represents that those modifications or updates will not materially decrease the functionality of the Software Service.

2.6 General Restrictions. Company will not: (i) make the Software Service or Content available to, or use any Software Service or Content for the benefit of, anyone other than Company or Users; (ii) decompile, disassemble, or otherwise reverse engineer the Software Service (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (iii), sell, resell, rent, lease, or distribute the Software Service; (iv) use the Software Service (or any portion thereof) for time sharing purposes; (v) copy the Software Service or any part, function, feature or user interface thereof; (vi) frame or mirror any part of the Software Service or Content, other than framing on Company’s own intranet or otherwise for your own internal business purposes as permitted by this Agreement; (vii) access any Software Service or Content to build a competitive product or service; (viii) create any derivative works based on the Software Service or Content, or (ix) remove any copyright or proprietary notices contained in the Software Service.

3. License and Ownership of Intellectual Property.

3.1 GuideSpark License. GuideSpark hereby grants Company a worldwide, non-exclusive, non-transferable (except as provided for in Section 13.1 (Assignment)) license, for the relevant Subscription Term, to use any Content provided by GuideSpark to Company for Company’s internal business purposes subject to the restrictions set forth in this Agreement.

3.2 Company License. Company hereby grants GuideSpark a worldwide, royalty-free, non-exclusive, non-transferable (except as provided for in Section 13.1 (Assignment)) license for the relevant Subscription Term, to use any Company Data and User Data for the purposes of creating and providing the Software Service.

3.3 Ownership of Intellectual Property. GuideSpark and its licensors will retain ownership of all Intellectual Property Rights in the Software Service. Notwithstanding the foregoing, as between GuideSpark and Company, Company owns all right, title and interest (including all Intellectual Property Rights) in and to any Company software, Company systems, Company Data, Company Confidential Information, Company logos or other Company materials provided by Company to GuideSpark or otherwise accessed by GuideSpark in connection with this Agreement. GuideSpark will also own all right, title and interest in and to any Content that GuideSpark creates, develops or otherwise delivers to Company in connection with the Software Service hereunder, and hereby provides Company with a worldwide, non-exclusive, non-transferable license to use those customized portions of the Content for Company’s internal business use for the relevant Subscription Term.

3.4 Reservation of Rights. Subject to the limited rights granted hereunder, GuideSpark and its licensors reserve all of its/their right, title and interest in and to the Content and Software Service, including all of GuideSpark’s and GuideSpark’s licensors’ Intellectual Property Rights. No rights are granted to Company except as expressly set forth herein.

4. Fees.

4.1 Invoices. The applicable Order Form will set forth the fees for the Software Service. GuideSpark will invoice Company in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Both parties are responsible for maintaining complete and accurate billing and contact information. At a minimum, each invoice will identify: (i)

GuideSpark, Inc. Master Subscription Agreement (rev. 4.9.2015)

this MSA, (ii) the applicable Order Form, (iii) the applicable Subscription Term, (iv) name and description of the Software Service, and (v) the total dollar amount owed. All fees paid hereunder are non-refundable unless this Agreement is terminated as mutually agreed under Section 6.2 or finally adjudicated under Section 6.2.

4.2 Expenses. Company will not be responsible for any expenses incurred by GuideSpark unless (i) the relevant Order Form so provides, or (ii) reimbursement for any such expenses has been approved in advance in writing by Company.

4.3 Payment; Taxes. All invoiced charges are payable in U.S. Dollars only. Unless otherwise stated, GuideSpark's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any governmental body (collectively, "**Taxes**"). Company is responsible for paying all Taxes associated with its purchases hereunder. If GuideSpark has the legal obligation to pay or collect Taxes for which Company is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Company, unless Company provides GuideSpark with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, GuideSpark is solely responsible for taxes assessable against it based on its income, property and employees.

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

4.5. Suspension of Service and Acceleration. If any amount owing by Company under this Agreement is thirty-one (31) or more days overdue, GuideSpark may, without limiting its other rights and remedies, accelerate Company's unpaid fees so that all such obligations become immediately due, and suspend Company's access to the Software Service until those amounts are paid in full.

4.6. Payment Disputes. GuideSpark will not exercise its rights under Section 4.4 (Overdue Charges) or 4.5 (Suspension of Service and Acceleration) if the applicable charges are under good-faith dispute and Company is cooperating diligently to resolve the dispute.

4.7. Fee Increases. Upon ninety (90) days' written notice prior to the commencement of a renewal term, GuideSpark may increase the rates charged on any Order Form purchased hereunder. That price increase will not exceed the greater of (a) the Consumer Price Index applicable to the Software Service, or (b) five percent (5%), and that price increase will be effective upon commencement of that upcoming renewal term. If Company exceeds the number of Permitted Users set forth in the applicable Order Form by more than ten percent (10%) during a

given term, GuideSpark may increase price accordingly upon written notice. That price increase will be effective upon the commencement of the upcoming renewal term, or upon ninety (90) days, whichever is sooner.

5. **Education and Third Party Links.**

5.1 Education Only Solution. Company acknowledges that: (i) THE SOFTWARE SERVICE IS NOT INTENDED TO BE LEGAL, TAX, FINANCIAL ADVICE OR ADVICE OF ANY KIND; GUIDESPARK IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR; (ii) the Software Service is for educational purposes only and should not be considered personalized legal, financial or tax advice; (iii) the financial and investment strategies presented in the Software Service, if any, were prepared without regard to any particular User's investment objectives or financial situation, and may not be suitable for everyone; (iv) each User's financial situation is unique, and any information or advice obtained through the Software Service may not be appropriate for a particular User's situation; and (v) before implementing any financial decisions or strategies, each User should consider obtaining additional information and advice from their accountant or other financial advisers who are fully aware of their individual circumstances. GuideSpark makes no warranty or representation as to the accuracy, timeliness or completeness of any Content made available through the Software Service. Company acknowledges that prior to GuideSpark making any Content available to Company's Users, Company will review and approve all such Content. GuideSpark will not be responsible for updating or modifying Content during any applicable Subscription Term to reflect changes in applicable laws and regulations, but will only make those changes after the specific written request of Company and based on information provided to GuideSpark by Company.

5.2. Links. At Company's request, GuideSpark may provide links to other third-party Web sites or resources as part of the Software Service. GuideSpark is not responsible, and will not be liable, for the contents, products or services on any third party site, and the inclusion of any link does not imply that GuideSpark endorses those third party sites.

6. **Term and Termination.**

6.1 Term. This Agreement is effective as of the date of the Agreement and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated, unless terminated earlier in accordance with this Section 6. Each Subscription commences on the start date specified in the "Term" section of the applicable Order Form and continues for the Subscription Term specified therein. If the applicable Order Form does not contain a "Term" provision, the default initial term for Subscription Products in that Order Form is two (2) years from the subscription start date contained in the applicable Order Form and will automatically renew thereafter, at GuideSpark's then-current rates, for two (2) year successive terms (renewal terms) after the initial term unless either party provides written notice to the other party of an intent to terminate the Agreement ninety (90) days prior to the commencement of a renewal term, in which event that termination will be effective upon the expiration of the then-current term.

6.2 Termination for Cause. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of that breach.

6.3 Termination for Convenience. Company may terminate this agreement for convenience upon sixty (60) days' written notice to GuideSpark. In any termination for convenience under this Section 6.3, Company shall be responsible for payment of any amounts due through the end of the then current Subscription Term. Company and GuideSpark agree that GuideSpark shall have no obligation to refund to Company any prepaid and unused fees.

6.4 Not Exclusive Remedy. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

7. Representations and Warranties. GuideSpark represents and warrants as follows:

7.1 General Warranties. GuideSpark has with respect to this Agreement and each Order Form (i) all requisite legal and corporate power to execute, deliver and perform its obligations under those agreements; (ii) taken all corporate action necessary for the authorization, execution and delivery of those agreements; (iii) no agreement or understanding with any third party that interferes with or will interfere with its performance of its obligations under those agreements; (iv) obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted to Company under those agreements; and (v) taken all action required to make those agreements legal, valid and binding obligations of GuideSpark.

7.2 Software Service Performance Warranty. The Software Service is and will be in Compliance. GuideSpark will provide all commercially reasonable services necessary to enable GuideSpark to comply with the warranties set forth in this Agreement.

7.3 Compliance with Laws. GuideSpark's business and performance under this Agreement is and will be in compliance with all applicable federal, state and local laws and government rules and regulations.

7.4 No Harmful Material. Company's use or access of the Software Service or any Deliverable will not cause any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code to be installed or introduced on Company's computer, telecommunication or other information systems ("Systems").

7.5 No Disruption. Except to the extent necessary for Scheduled Maintenance, and subject to the provisions of Section 4.5, GuideSpark, its agents or employees or anyone acting on its behalf, will not disable or interfere, in whole or in part, with Company's use of or access to the Software Service, Company Data or any software, hardware, Systems or data owned, utilized or held by Company without the written permission of a corporate officer of Company.

7.6 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SOFTWARE SERVICE IS PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND GUIDESPARK DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. GUIDESPARK

FURTHER DISCLAIMS ALL LIABILITY AND/OR INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. Company's Representations and Covenants.

The Company (a) represents that it is an entity duly organized and validly existing under the laws of its jurisdiction of organization and that it has all requisite legal and corporate power to execute, deliver and perform its obligations under this Agreement and each Order Form; and (b) covenants that it will not upload, record, publish, post, link to, or otherwise transmit or distribute Company Data that: (i) infringes or violates the copyright, , trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or GuideSpark, or any rights of publicity or privacy of any party; (ii) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property; or (iii) violates any law, statute, ordinance, or regulation.

9. Limitation of Liability.

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GUIDESPARK'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY COMPANY TO GUIDESPARK UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING A CLAIM FOR DAMAGES.

9.3 THE PROVISIONS OF THIS SECTION 9 WILL NOT APPLY TO ANY CLAIM UNDER SECTION 10 (INDEMNIFICATION) OR SECTION 11 (CONFIDENTIAL INFORMATION).

9.4 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. Indemnification.

10.1 Indemnification by GuideSpark. If a third party makes a claim against Company, its Affiliates or their respective Contractors, officers, directors and employees (the "Company Indemnitees") that the Software Service or a Deliverable, except to the extent that the claim includes any Company Data (collectively, the "Software") infringes its intellectual property rights (a "Company Claim"), GuideSpark will defend the Company Indemnitee against the Company Claim and indemnify the Company Indemnitee from the damages, liabilities, costs and expenses awarded by the court to that third party or the settlement agreed to by GuideSpark. Should the Software become, or in GuideSpark's opinion be likely to become, the subject of a Company Claim, GuideSpark may, at GuideSpark's sole option and expense: (i) procure for Company the right to continue to use the Software as contemplated hereunder or (ii) modify or replace the Software with equally suitable, compatible and functionally equivalent non-infringing software services

subject to Company's approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, GuideSpark will have no obligations under this Section 10 to the extent any infringement claim is based upon or arising out of (i) a Company Indemnitee's modification of the Software Service or combination or use of the Software Service with products or services not supplied by GuideSpark or approved in writing by GuideSpark in advance of that combination, (ii) a Company Indemnitee's use of the Software Service not in accordance with any applicable Documentation provided in writing by GuideSpark, or outside the scope of any license granted under this Agreement, or (iii) Company Data or User Data.

10.2 Indemnification by Company. If a third party makes a claim against GuideSpark, its Affiliates or their respective Contractors, officers, directors and employees (the "GuideSpark Indemnitees") that Company Data or User Data (collectively, the "Data") infringes its intellectual property rights or violates any law or regulation, or if any User makes a claim against a GuideSpark Indemnitee that in any way relates to that User's acting or failing to act on a financial decision or strategy or is in any other way related to or in connection with or as a result of that User's access to the Software Service (a "GuideSpark Claim"), Company will defend the GuideSpark Indemnitee against the GuideSpark Claim and indemnify the GuideSpark Indemnitee from the damages, liabilities, costs and expenses awarded by the court to the third party or the settlement agreed to by Company.

10.3 Process and Remedies. A party seeking indemnification (an "Indemnitee") may obtain indemnification for a claim covered under Section 10 on condition that the Indemnitee (a) gives the party providing indemnification (the "Indemnitor") prompt written notice of any such claim, (b) permits the Indemnitor to control and direct the defense or settlement of any such claim, and (c) provides the Indemnitor all reasonable assistance (at the expense of the Indemnitor) in connection with the defense or settlement of any such claim; provided that failure to provide the notice specified in (a) above will relieve the Indemnitor from its liability or obligation hereunder only to the extent of any material prejudice directly resulting from that failure; and provided, further, that the Indemnitor will not agree to any settlement or compromise under (b) above that would require the Indemnitee to make any payments, bear any obligations or admit any liability unless the Indemnitor obtains the Indemnitee's prior written approval, which shall not be unreasonably withheld. A Indemnitee may participate in the defense of any claims by counsel of its own choosing, at its cost and expense.

10.4 Exclusive Remedy. This Section 10 states the Indemnitee's sole remedy against the Indemnitor for any type of third party claim described under this Section 10.

11. Confidential Information.

11.1 Confidential Information. Each party ("**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), on condition that (i) it is identified in writing as confidential at the time of disclosure, (ii) if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure; or (iii) should have been reasonably known to the Receiving Party to be Confidential Information. The terms of this Agreement, and any not previously publicly disclosed information about Company's business, finances, information systems, software or technology provided by Company to GuideSpark under this Agreement will be deemed

Confidential Information of Company without any marking or further designation. Except as expressly authorized in this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (consistent with Section 11.3). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party may seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.2 Return of Materials. Upon termination of the Agreement for any reason, or upon earlier written request by Disclosing Party, Receiving Party will promptly destroy or (if specifically requested) return to Disclosing Party all documents or materials of any nature in Receiving Party's possession, custody or control (regardless of the media in which those documents or materials are stored) that have been furnished by Disclosing Party to Receiving Party except as required by applicable law.

11.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

11.4 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. Access and Data Protection.

12.1 Access to Systems. Unless specifically requested in writing by Company, GuideSpark's Software Service will not integrate with, connect to, or access Company's Systems. Access, if any, to Company's Systems is granted solely to GuideSpark, Inc. Master Subscription Agreement (rev. 4.9.2015)

facilitate the business relationship described in this Agreement, and is limited to those specific Systems, time periods, and personnel as are separately designated by Company in writing from time to time. Access is subject to business control and information protection policies, standards, and guidelines as may be provided in writing by Company to GuideSpark.

12.2 Data Protection - Safeguards. GuideSpark will implement and maintain commercially reasonable administrative, physical and technical safeguards to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any Company Data or User Data as may be held or accessed by GuideSpark.

12.3 Usage Data. Notwithstanding anything to the contrary in this Agreement, GuideSpark may aggregate and anonymize statistical usage data in a manner that cannot be identified as or in any way related to Company or any User, and use and disclose that aggregated information.

12.4 Notification of Security Breach. GuideSpark will promptly notify Company following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of any Company Data or User Data. Written notification provided under this paragraph will include a brief summary of the available facts, the status of GuideSpark's investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person ("Affected Persons"). If applicable, upon written request from Company, GuideSpark agrees to notify the Affected Persons regarding any security breach in a commercially reasonable form approved in writing by Company, at GuideSpark's expense. These notices will be delivered within a reasonable time at Company's direction. GuideSpark agrees that it will not communicate with any third party, including, but not limited to the media, consumers and Affected Persons regarding any security breach without the express written consent and direction of Company except as required by applicable law.

12.5 Further Assurance. At Company's request, GuideSpark will execute and abide by the terms of any agreements as may be required by applicable law.

13. General.

13.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party will assign this Agreement (or any part thereof) without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets and/or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2 Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.3 Governing Law; Jurisdiction and Venue. This Agreement and all related actions and proceedings will be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or other international laws.

13.4 Notices. Notices under this Agreement will be sent to the addresses provide in the signature block of this Agreement, or to those others as either party may provide in writing. These notices will be deemed received at those addresses: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service; or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

13.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by an Authorized Representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by an Authorized Representative on behalf of the party claimed to have waived.

13.6 Entire Agreement. This Agreement (including all exhibits and referenced Order Forms) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. For the avoidance of doubt, under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Company in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of GuideSpark to object to such terms, provisions, or conditions. The terms of this Agreement shall supersede the terms contained in any purchase order, invoice or other administrative document issued by Company.

13.7 Relationship of parties. The parties are entering this Agreement as independent contracting parties. This Agreement creates no relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither GuideSpark nor any of its employees or subcontractors will be eligible for any benefits normally provided by Company to its employees. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.8 Force Majeure. Either party's performance of any part of this Agreement will be excused to the extent that it is unable to perform due to natural disasters, terrorism, riots, insurrection, war, extraordinary governmental action, material labor strikes (excluding strikes by the party's own workforce), or any other cause that is beyond the reasonable control of that party (the "**Affected Party**"), not avoidable by reasonable due diligence, and on condition that the cause is not attributable to the Affected Party (a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement. In addition, the Affected Party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure Event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure Event continues for ten (10) days or longer, the party unaffected by the event will have the right to terminate this Agreement without cost or liability upon notice to the Affected Party and to receive a refund of all pre-paid fees for any performance not yet delivered.

13.9 Marketing. Notwithstanding anything to the contrary in this Agreement, GuideSpark may identify Company as a GuideSpark customer by listing Company's name and/or logo in sales presentations, marketing materials, and on GuideSpark's website, subject to Company's trademark and logo guidelines as provided in writing by Company to GuideSpark. GuideSpark agrees that unless Company provides explicit written consent, such usage of Company's name and/or logo will not imply any endorsement of GuideSpark by Company.

13.10 Counterparts; Electronic Signature. This Agreement and any accompanying Order Forms may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement. If executed by electronic signature, it shall be equally binding as an original copy executed in ink by both parties.

13.11 Right to Audit. GuideSpark agrees that The County or its duly authorized representatives shall, until the expiration of two (2) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of GuideSpark which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; provided, however, The County shall

not be entitled to exercise such audit rights more than once per year and such audit shall be at the sole cost and expense of The County. Further, in connection with such audit, GuideSpark agrees that The County shall have access during normal working hours to all necessary GuideSpark facilities and shall be provided adequate and appropriate work space for a maximum of two persons in order to conduct audits in compliance with the provisions of this section. The County shall give GuideSpark reasonable advance notice (which shall be a minimum of 15 (fifteen) business days) of any intended audit.

13.11 Order of Precedence. If a term in an Order Form conflicts with a term in this MSA, the provisions of this MSA will prevail unless the relevant Order Form specifically references this MSA and states that the term in the relevant Order Form will prevail.

13.12 Survival. Sections 3.3, 4, 5.1, 7, 8, 9, 10, 11, and 13 will survive any termination or expiration of this Agreement.

13.13 Effectiveness; Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

EXHIBIT A
Order Form # 001 - March 2016

Exhibit to Master Subscription Agreement between GuideSpark and Company

1.1 COMPANY INFORMATION

Company Name:
Williamson County

Company Address:
405 Martin Luther King St # 1
Georgetown, TX 78626-4900

1.2 SUBSCRIPTION PRODUCT INFORMATION

PERMITTED USERS: 1001 - 3500

LIBRARY	PRODUCT	QUANTITY	START DATE	RENEWAL DATE	PRO-RATED PRICE	NET ANNUAL PRICE
Library C	Open Enrollment	1	3/31/2016	3/30/2018	\$10,000.00	\$5,000.00
Library A	OE Teaser	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00
Library C	Benefits Overview	1	3/31/2016	3/30/2018	\$10,000.00	\$5,000.00
Library A	Medical Plans Overview	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00
Library A	Flexible Spending Accounts	1	3/31/2016	3/30/2018	\$3,000.00	\$1,500.00

1.3 ONE-TIME FEE INFORMATION

LIBRARY	PRODUCT	QUANTITY	LIST PRICE	NET PRICE
Library O	Installation Fee - Set-Up Fee for Platform	1	\$2,500	\$0.00

1.4 TOTALS

ONE-TIME FEE TOTAL	0.00
ANNUAL SUBSCRIPTION FEE	14,500.00
TOTAL CONTRACT VALUE	29,000.00

This Quote is valid until the last calendar day of the month in the Subscription Start Date listed above.

Williamson County

405 Martin Luther King St # 1
Georgetown, TX 78626-4900

Signature

Print Name

Title

Date

Email

Primary User Contact

Primary User Email

Bill To Contact

Bill To Email

PO Number (if required)

GUIDESPARK, INC.

1350 Willow Rd. Suite 201
Menlo Park, CA 94025

Christopher J. Krook

Signature

Christopher J. Krook

Print Name

Chief Financial Officer

Title

23- March- 2016

Date

ckrook@guidespark.com

Email

EXHIBIT B

SERVICE LEVEL AGREEMENT

Service Availability Objective. GuideSpark will make commercially reasonable efforts to provide monthly Service Availability of 98% ("Service Availability Objective"). Service Availability is defined as the time that the Service is capable of receiving, processing, and responding to requests, excluding (a) Scheduled Maintenance, (b) Company Error Incidents, and (c) Force Majeure Events. Service Availability is calculated as a percentage by dividing the number of minutes the Software Service is available during the applicable month by the number of total minutes in the applicable month, excluding in all cases Scheduled Maintenance, Company Error Incidents, and Force Majeure Event.

Definitions.

"Scheduled Maintenance" is defined as making changes to the Software or cloud infrastructure during which Users are prevented from using the Software Service. Scheduled Maintenance work will primarily occur during pre-defined maintenance windows, on Fridays from 8:00pm PST to 12:00am PST, and on Saturdays from 7:00pm to 11:00pm PST. Company will generally receive notice via e-mail five (5) days in advance of any Scheduled Maintenance, however GuideSpark reserves the right to perform Scheduled Maintenance during the pre-defined maintenance windows described in this Exhibit B with a minimum of thirty (30) minutes' notice. GuideSpark will provide Company ten (10) days' prior notice via e-mail if maintenance is expected to exceed the four (4) hour period. Scheduled Maintenance may infrequently occur outside the pre-defined windows. In that case, GuideSpark will provide Company at least five (5) days' notice.

"Company Error Incident" is defined as any Software Service unavailability resulting from applications, Content, or equipment provided by Company or a User, or the acts or omissions of a User.

"Force Majeure Event" is defined in Section 13.8 of the MSA.

Remedy for Failure to Achieve Service Availability Objective. At the written request of the Company, and no more than four (4) times per calendar year, GuideSpark will calculate specific Service Availability during each of the three (3) calendar months preceding Company's request, and provide a report to Company (a "Service Availability Report"). In the event that the Service Availability Objective was not met in a given month, then for each day in that month that the duration of the Service unavailability exceeds four (4) hours (excluding (a) Scheduled Maintenance, (b) Company Error Incidents, and (c) Force Majeure Events), the Company may receive a one (1) day credit for the Software Service (a "Service Credit"), subject to the Agreement and requirements of this Exhibit B. For purposes of calculating the Service Availability Objective, GuideSpark will only consider the Software Service unavailable if the Company opened a trouble ticket relating to the Service unavailability with the GuideSpark customer support department within three (3) business days of the Service unavailability. To obtain a Service Credit for GuideSpark's failure to meet the Service Availability Objective, the Company must request that credit in writing no later than ten (10) business days following receipt of the applicable Service Availability Report. In the event of a conflict between the data in the Company's records and GuideSpark's records (including the Service Availability Report), the data in GuideSpark's records shall prevail. Any Service Credits due hereunder will be applied to the Company's account at the conclusion of the then-current Subscription Term, by extending that Subscription Term by the length of the Service Credits. Notwithstanding the foregoing, if the Software Service was purchased on a monthly or pay-per use basis, Company will receive no Service Credits. The Service Credits offered in this Exhibit B shall be Company's sole and exclusive remedy for any failure of GuideSpark to meet the Service Availability Objective. Any unused Service Credits will expire upon termination of this Agreement.

EXHIBIT C

SUPPORT AND DEVELOPMENT POLICY

Definitions.

“Annual Maintenance” is defined as the work hours GuideSpark dedicates to maintaining and updating Content during the Subscription Term.

“Development Time” is defined as the work hours GuideSpark dedicates to producing Content as part of Company’s Subscription.

“Reviews” is defined as the review or revisions conducted by Customer of Content developed by GuideSpark as part of the Software Service.

“Subscription Category” is defined as the class of Software Service subscribed to by Company, as set forth in the applicable Order Form(s). Subscription Categories include Category A, Category B, Category C, and Category D, and are further defined as “Lite”, “Premium”, or “Premium Plus”.

“Video Run Time” is defined as the length of a given video that is part of the Software Service.

Support. During each Subscription Term, GuideSpark will provide Company email assistance at support@guidespark.com for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below from 8 am - 5 pm PST, Monday through Friday, excluding national holidays. Support response times are based on the severity level of each issue, and are described generally below.

Severity	Description	Response
1	Urgent: Entire service is unavailable and unusable, and no operations can be completed.	Response: 1 hour Resolution: 8 hours
2	High: Major functionality is not available or service is seriously degraded, and no workaround is available. This includes content that does not play or data that appear corrupted.	Response: 8 hours Resolution: 2 business days
3	Medium: A program error where a suitable workaround exists or the feature is minor and is not required for the User to use the site. Medium severity issues may be deferred at GuideSpark’s discretion.	Response: 1 business day Resolution: 5 business days
4	Low: No impact on the User’s experience. Examples include confusing text or a missing graphic on a minor page. Low severity issues may be deferred at GuideSpark’s discretion.	Response: 2 business days Resolution: At GuideSpark’s discretion

Training. If set forth in the applicable Order Form, GuideSpark will, upon Company’s request, provide Training upon the terms described in that Order Form.

Professional Services. Professional Services, if any, shall be provided under an Order Form or SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information and be signed by both parties before GuideSpark will commence work.

Reviews, Video Run Time, Development and Annual Maintenance. The number of Company Reviews and the length of Video Run Time will be limited based on the Software Service’s Subscription Category, as set forth below. The Software Service will include Development Time during the initial Subscription Term, and Annual Maintenance during both the initial and renewal Subscription Terms, each capped at hourly limits based on the Software Service’s Subscription Category. In the event that Company requires Development Time or Annual Maintenance that exceeds the limits of its Subscription Category (“Additional Work”), GuideSpark shall notify Company that the Additional Work is necessary, and will provide Company with notice before charging Company for that Additional Work. Company shall be invoiced at GuideSpark’s then-current hourly rate for each hour of Additional Work performed by GuideSpark. GuideSpark’s current hourly rate for Additional Work is \$150 per hour. GuideSpark may update its rates from time-to-time. GuideSpark’s limits on Edits, Reviews, Video Run Time, Development Time and Annual Maintenance are set forth in the table below.

	Lite Customization
Development	
Basic Identity	Logo, colors, fonts
Style	Default Professional or Casual
Sound	<ul style="list-style-type: none"> • Choose Male or Female • Default music track or none
Outline/Script	<ul style="list-style-type: none"> • Outline available for D titles or on request • No script
Reviews	<ul style="list-style-type: none"> • 1 review cycle • D Titles - 1 additional outline review
Edits	30% of chapters per review cycle
CAP on Development Time	
Group A	10 hours
Group B	15 hours
Group C & D	20 hours
CAP on Video Run Time	
Groups A & B	6 minutes
Group C & D	8 minutes
Short-Form Systems Navigation Modules	2 minutes
CAP on Annual Maintenance	
Group A	5 hours
Group B	8 hours
Group C & D	12 hours
Open Enrollment	20 hours

EXHIBIT D

REIMBURSEMENT POLICY

Commissioners Court - Regular Session**41.****Meeting Date:** 03/29/2016

Park Donations Budget Amendment 03-29-2016

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Park Donations:

Background

Donations include \$225 from various patrons for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$225.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:42 PM

Started On: 03/21/2016 11:26 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 03/29/2016

Park Donations Budget Amendment 03-29-2016

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for Park Donations:

Background

Donations include \$225 from various patrons for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$225.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 03/22/2016

Reviewed By

Wendy Coco

Date

03/22/2016 03:42 PM

Started On: 03/21/2016 11:35 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 03/29/2016

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.
- e) Discuss Project Deliver

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:02 AM

Started On: 03/23/2016 09:40 AM

Commissioners Court - Regular Session**44.****Meeting Date:** 03/29/2016

Executive Session

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: SW Bypass
- f) Discuss the acquisition of real property: Neenah Blvd.
- g) Discuss the acquisition of real property: CR 119
- h) Discuss the acquisition of real property: Tradesman Park.
- i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- j) Discuss the acquisition of real property: CR 258
- k) Discuss the acquisition of real property: Arterial H.
- l) Discuss the acquisition of real property for County Facilities.
- m) Discuss the acquisition of real property for the Williamson County Expo Center.
- n) Discuss the acquisition of Easement interests on CR 240.
- o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
- q) Discuss the acquisition of real property from the Andice Cemetery.
- r) Discuss the acquisition of easements on the Forest North project.

B. Property or Real Estate owned by Williamson County

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
- c) Discuss possible sale of 183 A excess right of way
- d) Discuss proposed sale of real estate of Blue Springs Blvd
- e) Discuss abandonment of CR359.
- f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2016

Reviewed By

Wendy Coco

Date

03/23/2016 11:02 AM

Started On: 03/23/2016 10:20 AM