

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 14TH, 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 – 16)

5. Discuss, consider and take appropriate action on a line item transfer for various departments to include Corrections, All District Courts, All County Courts, Parks, Health District and Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-002050	Corrections/Work Comp	\$8,507.75
To	0100-0425-002050	All Cty Cts/Work Comp	\$6.06
To	0100-0435-002050	All Dist Cts/Work Comp	\$44.13
To	0100-0510-002050	Parks/Work Comp	\$1,117.66
To	0100-0583-002050	Emerg Svcs/Work Comp	\$94.42
To	0100-0630-002050	Hlth Dist/Work Comp	\$7,245.48

6. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
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From	0100-0435-004002	All Dist Cts/Jurors	\$16,000
From	0100-0435-004125	All Dist Cts/Transcripts	\$5,000
From	0100-0409-004998	Non Dept/Contingencies	\$45,000
From	0100-0435-004133	All Dist Cts/Ct Apt Atty Juven	\$25,000
To	0100-0435-004100	All Dist Cts/Prof Svcs	\$91,000

7. Discuss, consider and take appropriate action on a line item transfer for All County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	All Cty Cts/Misd Cases	\$100,000
To	0100-0425-004131	All Cty Cts/Family Cases	\$100,000

8. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$69,000
To	0100-0452-004190	JP#2/Autopsies	\$60,000
To	0100-0452-004192	JP#2/Autopsy Transport	\$9,000

9. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor Collector's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software maintenance	\$14,000.00
To	0100-0499-004208	Internet Cloud Solutions	\$14,000.00

10. Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	\$90,000.00
To	0100.0570.003316	Medical/Hospital	\$90,000.00

11. Discuss, consider, and take appropriate action on a line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-001101	P/T SALARIES 20-30 HRS/WK	\$17,238
To	0100-0510-001107	TEMP LABOR-SEASONAL HELP	\$17,238

12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (18) Printers, (1) B/W CCTV Monitor, (31) Toughbook laptops and (1) Desktop, (see attached list). Pursuant to Tx Local Gov't code 263.152.
14. Discuss, consider and take appropriate action on accepting and approving a report on the Expo Project; Change Order #11 in the amount of \$29,358.00 for additional concrete, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.
15. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 23B subdivision - Pct 4.
16. Discuss, consider and take appropriate action on approving a variance request to Paragraph 8.2 (setback requirement) of the 2000 WCSR for Lot 17, Block AA, Highlands at Mayfield Ranch Sec 8 - Pct 3.

REGULAR AGENDA

17. Discuss and consider approving a salary grievance committee, including alternates.
18. Discuss, consider and take appropriate action on FY 17 capital needs.
19. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
20. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for the IH 35 Northbound Frontage Road, a Pass Through Financing Project in Commissioner Pct. 3.
21. Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for both the design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal and the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Williamson County North Campus Project.
22. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 12 from Flintco LLC in the amount of \$68,925.00.
23. Discuss, consider and take appropriate action authorizing the County Judge to execute a Development Agreement with Gardens at Mayfield, LLC regarding reimbursement for oversizing of detention pond for Arterial H.
24. Discuss, consider take appropriate action on authorizing the County Judge to execute the Seton Healthcare Family – Seton Cancer Screening Administrative Letter of Agreement for Mobile Mammography Services to be provided for covered members during the Williamson County Annual Benefit Fair that will be held on September 8, 2016 at the San Gabriel Community Center in Georgetown, TX.

25. Discuss, consider and take appropriate action to approve the amendment to the Interlocal Agreement between Bluebonnet Trails Community Services and Williamson County regarding the HealthCareLink project.
26. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for Food and Drink Concessions for Williamson County Expo Center, RFP# 1606-089.
27. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for RFP # 1605-085, Hazard Fuels Reduction Program.
28. Discuss, consider, and take appropriate action on approving addition of (14) fourteen Law Enforcement Volunteers to current Worker's Compensation coverage through Texas Association of Counties Risk Management Pool.
29. Discuss, consider and take appropriate action on a First Amendment and Supplement to Professional Services Agreement between Williamson County, Texas and Kiser Arena Specialists, Inc. for up to two additional onsite visits in relation to the arena footing at the Williamson County Expo Center.
30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$218.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Park Donations	\$218.00

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)."

- 32.** 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
 - f) Project Fiji
 - g) Leander Medical Center
- 33.** 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 111
 - 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: Inner Loop.
 - 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: Arterial H
 - r) Discuss the acquisition of easements on the Forest North project.
 - s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- 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.
- 34.** 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) 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
- k) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- l) 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
- m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- n) Employment law and regulations relating to court reporters.
- o) Claims of Texas Association for Children and Families
- p) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- q) Legislative changes to firearms laws and possession of firearms on county property
- r) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
- s) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
- t) 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
- u) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- v) Notice of claim and demand of Morgan Lee Roach.
- w) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
- x) Courthouse victims displays
- y) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
- z) Labor and employment law review of Employee Policy Manual provisions and amendments.
- aa) Berry Springs Park and Preserve pipeline
- bb) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- cc) Discuss requirements related to health benefit plan.
- dd) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division

- 35. 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).
- 36. 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).

37. Discuss and take appropriate action concerning economic development.
38. Discuss and take appropriate action concerning real estate.
39. 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) 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
 - k) 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
 - l) 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
 - m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - n) Employment law and regulations relating to court reporters.
 - o) Claims of Texas Association for Children and Families
 - p) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - q) 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.
 - r) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
 - s) 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
 - t) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
 - u) Notice of claim and demand of Morgan Lee Roach.
 - v) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
 - w) Courthouse victims displays
 - x) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
 - y) Berry Springs Park and Preserve pipeline
 - z) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
 - aa) Discuss requirements related to health benefit plan.
 - bb) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division

40. 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.
41. Comments from Commissioners.
42. Discuss, consider and take appropriate action on approval of the final plat for the Terry Home Site subdivision - Pct. 3.

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:** 06/14/2016

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 various departments to include Corrections, All District Courts, All County Courts, Parks, Health District and Emergency Services.

Background

Each year we estimate work comp. Because our bill does not come until a year later and is based on actual payroll, we can run over/under in this particular line. We are moving monies from a department that had surplus finding into five departments that had a shortage to correct the balances.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-002050	Corrections/Work Comp	\$8,507.75
To	0100-0425-002050	All Cty Cts/Work Comp	\$6.06
To	0100-0435-002050	All Dist Cts/Work Comp	\$44.13
To	0100-0510-002050	Parks/Work Comp	\$1,117.66
To	0100-0583-002050	Emerg Svcs/Work Comp	\$94.42
To	0100-0630-002050	Hlth Dist/Work Comp	\$7,245.48

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 06/06/2016

Reviewed By

Wendy Coco

Date

06/06/2016 08:13 AM

Started On: 06/03/2016 04:13 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 06/14/2016

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 All District Courts.

Background

Due to the growing population and increase in case filings, we have depleted our professional services line item. This line mostly covers psychiatric evaluations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004002	All Dist Cts/Jurors	\$16,000
From	0100-0435-004125	All Dist Cts/Transcripts	\$5,000
From	0100-0409-004998	Non Dept/Contingencies	\$45,000
From	0100-0435-004133	All Dist Cts/Ct Apt Atty Juven	\$25,000
To	0100-0435-004100	All Dist Cts/Prof Svcs	\$91,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:31 AM

Started On: 06/09/2016 08:42 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 06/14/2016

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 All County Courts at Law.

Background

Due to increased case filings the funding for this line has been depleted. We are requesting to move monies from another line within the same budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	All Cty Cts/Misd Cases	\$100,000
To	0100-0425-004131	All Cty Cts/Family Cases	\$100,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 06/07/2016

Reviewed By

Wendy Coco

Date

06/07/2016 02:29 PM

Started On: 06/07/2016 11:38 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 06/14/2016

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 Justice of the Peace, Precinct #2.

Background

Due to an increase in the populations and number of deaths along with the request for autopsy, we have depleted funding in this line item. This transfer will hopefully fund remaining autopsies ordered through year end.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$69,000
To	0100-0452-004190	JP#2/Autopsies	\$60,000
To	0100-0452-004192	JP#2/Autopsy Transport	\$9,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

06/09/2016 09:31 AM

06/09/2016 09:33 AM

Started On: 06/09/2016 09:17 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 06/14/2016

Line item transfer in the amount of \$14,000.00 for Internet Cloud Solutions

Submitted For: Deborah Hunt**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor Collector's Office.

Background

The tax office intends to migrate to the cloud to keep up with technology. This transfer in the amount of \$14,000.00 out of the software maintenance line item is to cover the partial cost for SaaS cloud hosting. The remainder amount of \$18,000.00 will be paid with discretionary funds from the tax office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software maintenance	\$14,000.00
To	0100-0499-004208	Internet Cloud Solutions	\$14,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 06/06/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

06/06/2016 12:15 PM

06/06/2016 01:06 PM

Started On: 06/02/2016 04:20 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 06/14/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Background

This request is to provide funding for medical and hospitalization expenses. This includes all hospital stays, nursing home care, and all hospital related services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003307	Pharmaceuticals	\$90,000.00
To	0100.0570.003316	Medical/Hospital	\$90,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

06/09/2016 09:31 AM

06/09/2016 09:35 AM

Started On: 06/08/2016 10:02 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 06/14/2016

Line Item Transfer for Parks for Temp Employees

Submitted By: Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Parks Department.

Background

The dollars for the Splash Pad Employees were requested in error in Part Time Salaries instead of Temporary Salaries. There are 3 Splash Pad Employees that work approximately 4 months out of the year thus these individuals should be classified as temporary.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-001101	P/T SALARIES 20-30 HRS/WK	\$17,238
To	0100-0510-001107	TEMP LABOR-SEASONAL HELP	\$17,238

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

06/09/2016 09:31 AM

06/09/2016 09:35 AM

Started On: 06/09/2016 08:52 AM

Commissioners Court - Regular Session**12.****Meeting Date:** 06/14/2016

Justice of the Peace 4 MAY 2016 Monthly Report

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJP4 EOM MAY 2016

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date


06/09/2016 09:30 AM

Started On: 06/08/2016 08:14 PM

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


**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

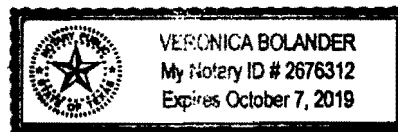
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May, 2016.


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



7th day of June, 2016 to certify which witness my hand and seal of office.


NOTARY PUBLIC in and for the State of Texas



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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2016-05/31/2016

Date Printed: 6/7/2016
Time Printed: 9:22:32AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
DCERT	DEATH CERTIFICATE COPIES	1	21.00	21.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	45	1,125.00	1,125.00	100.00	825.00	0.00	0.00	200.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	94	564.00	564.00	36.00	480.00	0.00	0.00	48.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	67	4,690.00	4,690.00	630.00	3,360.00	0.00	0.00	700.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	15	65.00	65.00	5.00	40.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	15	1,950.00	1,950.00	150.00	1,200.00	0.00	0.00	600.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	16.00	16.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	45	1,125.00	1,125.00	0.00	1,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	94	940.00	940.00	60.00	800.00	0.00	0.00	80.00	0.00	0.00	0.00	01-0399-0000-20802
TCF	TRUANT CONDUCT FEE	12	300.00	300.00	0.00	0.00	50.00	0.00	250.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY C	TRUANCY CONTEMPT FI	3	200.00	200.00	108.00	0.00	0.00	0.00	92.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	399	11,111.00	11,111.00	1,144.00	7,927.00	50.00	0.00	1,990.00	\$0.00	0.00	0.00	0.00	
Direct Deposit	\$0.00							HB2398		\$0.00			
Cash	\$1,144.00							CSR Credit		\$0.00			
Checks	\$7,927.00							Jail Credit		\$0.00		Post for Refund	\$0.00
Money Orders	\$50.00							Non-Monetary		\$0.00		Over Payments	\$0.00
Credit Cards :	\$1,990.00			Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$11,111.00			ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$0.00		TOTAL PAID	\$0.00

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2016-05/31/2016

Date Printed: 6/7/2016
Time Printed: 9:22:32AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,122.00	220.00	0.00	0.00	0.00	1,342.00
0100-0000-341904		5,340.00	1,300.00	0.00	0.00	0.00	6,640.00
0100-0000-351304		108.00	92.00	0.00	0.00	0.00	200.00
0100.0000.341804		1,125.00	0.00	0.00	0.00	0.00	1,125.00
0399-0000-208822		516.00	48.00	0.00	0.00	0.00	564.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	860.00	80.00	0.00	0.00	0.00	940.00
01-0369-0000-341917	TRUANT CONDUCT FEE	50.00	250.00	0.00	0.00	0.00	300.00
TOTALS :		9,121.00	1,990.00	0.00	0.00	0.00	11,111.00

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2016-05/31/2016

Date Printed: 6/6/2016
Time Printed: 9:16:57AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341914
AFC4F	COUNTY ARREST FEE	101	477.51	477.51	114.55	0.00	88.16	0.00	274.80	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	96	466.95	466.95	76.95	0.00	70.00	0.00	320.00	0.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	9	45.00	45.00	15.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	3	15.00	15.00	5.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CJP	CRIMINAL JUSTICE PLANNIN	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208100
CS	CHILD SAFETY	3	60.00	60.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	30.00	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	8	80.00	80.00	20.00	0.00	30.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	46	4,648.37	4,648.37	1,168.57	0.00	230.76	0.00	3,249.04	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	42	415.80	415.80	49.50	0.00	168.30	0.00	198.00	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	376	41,815.49	41,765.49	8,548.73	1,000.00	5,036.30	0.00	27,180.46	50.00	0.00	0.00	0100-0000-351304
GR	GENERAL REVENUE	1	2.50	2.50	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208250
JCPT	JUDICIAL COURT PERSONNE	1	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	9	1,721.25	1,721.25	531.25	0.00	0.00	0.00	1,190.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	149	429.15	429.15	76.83	0.00	87.00	0.00	265.32	0.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	8	33.95	33.95	26.55	0.00	0.00	0.00	7.40	0.00	0.00	0.00	0100-0000-341914
AFTPD	TAYLOR POLICE DEPART	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	3	494.00	494.00	0.00	0.00	494.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
BPDWF	BARTLETT POLICE DEPA	1	3.54	3.54	0.00	0.00	0.00	0.00	3.54	0.00	0.00	0.00	0100-0000-341804
C4W.	CONSTABLE 4 WARRANT	46	1,883.29	1,883.29	256.96	0.00	66.33	0.00	1,560.00	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT	270	9,914.74	9,914.74	2,064.37	0.00	1,324.66	0.00	6,525.71	0.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	270	745.35	745.35	156.57	0.00	99.35	0.00	489.43	0.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	266	244.44	244.44	51.19	0.00	33.11	0.00	160.14	0.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	8	23.00	23.00	10.65	0.00	0.00	0.00	12.35	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	12	600.00	600.00	150.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	69.40	69.40	0.00	0.00	0.00	0.00	69.40	0.00	0.00	0.00	0100-0000-351304
HWF	HUTTO POLICE DEPARTM	1	19.50	19.50	19.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	264	484.90	484.90	102.38	0.00	66.24	0.00	316.28	0.00	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	1	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	255	1,169.44	1,169.44	245.95	0.00	165.58	0.00	757.91	0.00	0.00	0.00	0103690000370000
JCP	JUDICIAL COURT PERSON	1	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	270	993.80	993.80	208.76	0.00	132.47	0.00	652.57	0.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	266	977.80	977.80	204.76	0.00	132.47	0.00	640.57	0.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	266	1,462.70	1,462.70	307.14	0.00	198.71	0.00	956.85	0.00	0.00	0.00	0399-0000-208352
JURY	JURY FEE	3	150.00	150.00	3.00	0.00	0.00	0.00	147.00	0.00	0.00	0.00	0100-0000-341804
LEO	LEO	1	3.50	3.50	3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208200
LPDWF	LEANDER POLICE DEPAR	1	20.00	20.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	1	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	152	14.60	14.60	3.01	0.00	3.04	0.00	8.55	0.00	0.00	0.00	0399-0000-208415
OCL	OPERATORS & CHAUFFE	1	75.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208600
OGW	OVER GROSS WEIGHT	7	1,534.00	1,534.00	0.00	0.00	1,450.00	0.00	84.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	8	23.00	23.00	10.65	0.00	0.00	0.00	12.35	0.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	1	4.00	4.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	12	1,450.30	1,450.30	350.00	200.00	0.00	0.00	900.30	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	149	4,291.50	4,291.50	768.30	0.00	870.00	0.00	2,653.20	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	18	82.90	82.90	40.85	0.00	2.25	0.00	39.80	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	21	83.31	83.31	20.00	0.00	0.91	0.00	62.40	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	51	1,010.64	1,010.64	266.48	0.00	141.66	0.00	602.50	0.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION	211	405.96	405.96	90.10	0.00	62.90	0.00	252.96	0.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	1	9.00	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	37	2,977.38	2,977.38	302.56	0.00	78.90	0.00	2,595.92	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY		3736	81,511.96	81,461.96	16,425.11	1,200.00	11,034.10	0.00	52,802.75	\$50.00	0.00	0.00
Direct Deposit	\$0.00								HB2398	\$0.00		
Cash	\$16,425.11								CSR Credit	\$0.00		
Checks	\$1,200.00								Jail Credit	\$50.00	Post for Refund	\$0.00
Money Orders	\$11,034.10								Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$52,802.75	Escrow Payments	\$0.00	Transaction Fee	\$0.00							
TOTAL CURRENCY	\$81,461.96	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$50.00	TOTAL PAID	\$0.00			

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2016-05/31/2016

Date Printed: 6/6/2016
Time Printed: 9:16:57AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		494.00	0.00	0.00	0.00	0.00	494.00
0100-0000-209600		531.25	1,190.00	0.00	0.00	0.00	1,721.25
0100-0000-341804		1,392.14	2,388.66	0.00	0.00	0.00	3,780.80
0100-0000-341904		0.00	5.00	0.00	0.00	0.00	5.00
0100-0000-341914		413.85	1,669.60	0.00	0.00	0.00	2,083.45
0100-0000-351304		14,585.03	27,249.86	50.00	0.00	0.00	41,884.89
0100-0000-370500		1.00	0.00	0.00	0.00	0.00	1.00
0360-0000-341150		255.92	489.43	0.00	0.00	0.00	745.35
0361-0000-341154		84.30	160.14	0.00	0.00	0.00	244.44
0365-0000-341161		25.00	0.00	0.00	0.00	0.00	25.00
0372-0000-341144		341.23	652.57	0.00	0.00	0.00	993.80
0399-0000-208100		5.00	0.00	0.00	0.00	0.00	5.00
0399-0000-208160		3,389.03	6,525.71	0.00	0.00	0.00	9,914.74
0399-0000-208170		5.00	0.00	0.00	0.00	0.00	5.00
0399-0000-208180		0.50	0.00	0.00	0.00	0.00	0.50
0399-0000-208200		3.50	0.00	0.00	0.00	0.00	3.50
0399-0000-208235		337.23	644.57	0.00	0.00	0.00	981.80
0399-0000-208250		2.50	0.00	0.00	0.00	0.00	2.50
0399-0000-208300		30.00	0.00	0.00	0.00	0.00	30.00
0399-0000-208352		505.85	956.85	0.00	0.00	0.00	1,462.70
0399-0000-208400		161.95	350.00	0.00	0.00	0.00	511.95
0399-0000-208425		1,638.30	2,653.20	0.00	0.00	0.00	4,291.50
0399-0000-208500		3.00	0.00	0.00	0.00	0.00	3.00
0399-0000-208600		75.00	0.00	0.00	0.00	0.00	75.00
0399-0000-208730		0.50	0.00	0.00	0.00	0.00	0.50
0399-0000-208850		1,450.00	84.00	0.00	0.00	0.00	1,534.00
0399-0000-208860		408.14	602.50	0.00	0.00	0.00	1,010.64
0399-0000-208703		168.62	316.28	0.00	0.00	0.00	484.90
0399-0000-208415		6.05	8.55	0.00	0.00	0.00	14.60
0100-0000-207027		381.46	2,595.92	0.00	0.00	0.00	2,977.38
01.0100.0000.207017	DLQ FEE	1,399.33	3,249.04	0.00	0.00	0.00	4,648.37
0103690000370000	JUVENILE CASE MANAGER FUND	411.53	757.91	0.00	0.00	0.00	1,169.44
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	153.00	252.96	0.00	0.00	0.00	405.96
TOTALS :		28,659.21	52,802.75	50.00	0.00	0.00	81,511.96

Commissioners Court - Regular Session**13.****Meeting Date:** 06/14/2016

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 various county assets through auction including, (18) Printers, (1) B/W CCTV Monitor, (31) Toughbook laptops and (1) Desktop, (see attached list). Pursuant to Tx Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/08/2016 12:45 PM

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 Photosmart C309a	MY9COJ907C058R	NA	Non-Working 
				
				
				
				

Parties involved:

FROM (Transferor Department): Sheriff's Office-Round Rock Annex

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

Chief L.C. (Tony) Marshall

Print Name

Signature

Contact Person:

Dana Foster

Print Name

512-244-8633

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 _____

Williamson County

Asset Status Change 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	B/W CCTV Monitor	MON12A3/24708021007133		Non-Working

Parties involved:

FROM (Transferor Department): Sheriff's Office-Administration

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

Chief L.C. (Tony) Marshall

Print Name

Signature

Contact Person:

Deborah Wolf

Print Name

+1 (512) 943-1402

Date 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 _____

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)
	See Attached Spreadsheet Multiple Technology Items			
	CF-52 Penasonics			
	Obsolete Printers			

Parties involved:

FROM (Transferor Department): EMS

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

Kenneth Schnell
Print Name

Signature

May 27, 2016

Date

Contact Person:

Jeffrey Isbell

Print Name

+1 (512) 943-1283

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.)

Print Name

Signature

Date

Contact Person:

Print Name

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 _____

Location	Equip Type	Equipment	Make	Model	Serial Number1	Term ID	Notes or Problems with Equipment
8th Street	PC or Peripheral	Printer	Brother	DCP-7040	U62065JON550195	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	HL-2140	U61944J852181	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	DCP-7040	U62065D8N218784	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	MFC-4770N	U62063A8N115902	RETIRED	
8th Street	PC or Peripheral	Printer	HP	Photosmart 5510	CN214282BX	RETIRED	Doesn't Print
8th Street	PC or Peripheral	Printer	Brother	Intellifax 2820	U61325D5J722328	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	2820	U61325H5J648148	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	7220	U61327HSN127590	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	2820	U61325L6J303093	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	2140	U61944G8J711611	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	1270	A17361754	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	7340	U62062HON405418	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	MFC	U62062GON379217	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	1440	U60066D3J450659	RETIRED	
8th Street	PC or Peripheral	Printer	Brother	2820	U61325D5J722165	RETIRED	
8th Street	PC or Peripheral	Computer, Desktop	DELL	OPTIPLEX 740	4R7M2F1	RETIRED	
8th Street	PC or Peripheral	Printer	HP	4250n	CNRXX14754	RETIRED	
8th Street	PC or Peripheral	Printer	HP	5520	CN2C116036	RETIRED	
8th Street	PC or Peripheral	Printer	HP	5520	CN2C0143CW	RETIRED	
M53	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53098	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GFNBE2B	0ATYA02063	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53183	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53209	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53252	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53591	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA53289	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55598	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55599	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55614	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55710	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55746	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55708	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9CTYA53505	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55747	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55721	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA53327	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55581	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55611	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55565	RETIRED	
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	Panasonic	CF-52GUNBE2M	9DTYA55686	RETIRED	

Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9CTYA53137	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55651	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55678	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55732	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55730	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9ETYA59448	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55711	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9CTYA53154	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9DTYA55722	RETIRED
Tech Services (IT)	PC or Peripheral	Computer, Toughbook:	MCT	Panasonic	CF-52GUNBE2M	9CTYA53414	RETIRED

Commissioners Court - Regular Session**14.****Meeting Date:** 06/14/2016

Williamson County Expo Center P418 - Change Order 11

Submitted By: Gina Wrehnsig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Expo Project; Change Order #11 in the amount of \$29,358.00 for additional concrete, which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority to approve change orders for the Agreement for Construction Services with Flintco, LLC in relation to the Williamson County Expo Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code - Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Expo Center Change Order 11](#)[Expo Center Budget](#)

Form Review**Inbox**

County Judge Exec Asst.

Facilities Maintenance (Originator)

Form Started By: Gina Wrehnsig

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Gina Wrehnsig

Date

06/09/2016 09:30 AM

06/09/2016 10:09 AM

Started On: 06/08/2016 10:53 AM



Change Order Request

Williamson County Expo Center

210 Carlos G. Parker Blvd, NW

Flintco, LLC
Project # 15035

Taylor, TX 76574

Change Order Request: 011

Date:

To: Dale Butler
Williamson County Texas
3101 SE Inner Loop
Georgetown, TX 78626

From: David Freisner
Flintco, LLC
8100 Cross Park Dr.
Austin, TX 78754-5249

Description	Category	Status	
Additional Scopes from RFIs & ESI 005		New	
Reference	Required By	Days Req	Amt Req
		0	\$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
031	5/19/2016		\$0.00	0	Change Order	Consultant Directive

Additional Parapet Steel Per ESI 005

Item No	Item Description	Amt Prop	Reference
001	Added parapet steel for Quality Iron to fabricate and erect based on ESI 005	\$15,742.00	
002	Funding change from Buyout Savings	\$(15,742.00)	

032	5/19/2016	\$0.00	0	Change Order	Change Condition
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Added Curb @ Alt #3 & RFI 48 Added Concrete

Item No	Item Description	Amt Prop	Reference
001	Keystone Add for Added Curb @ Alt #3 & RFI 48 Added Concrete	\$2,105.00	
002	Funding Change Via Buyout Savings	\$(2,105.00)	

034	5/19/2016	\$0.00	0	Change Order	Change Condition
-----	-----------	--------	---	--------------	------------------

RFI 92 Expansion Joint @ Grid L

Item No	Item Description	Amt Prop	Reference
001	Alpha Waterproofing Add for Traffic Plates	\$3,150.00	
002	Oakridge Add for Grouting Joints	\$1,000.00	
003	Funding Change Via Buyout Savings	\$(4,150.00)	

037	5/19/2016	\$0.00	0	Change Order	Change Condition
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RFI 94 Trash Enclosure Changes

Item No	Item Description	Amt Prop	Reference
001	Keystone Concrete Add for Additional Concrete @ Trash Enclosure	\$5,561.00	



Change Order Request

002	Quality Iron Added Bollards	\$1,800.00
003	Funding Change Via Buyout Savings	\$(7,361.00)

Flintco, LLC

CONTRACTOR

8100 Cross Park Dr.
Austin, TX 78754-5249

Address

By David Freisner

SIGNATURE [Signature]

DATE 5/19/2016

[Signature]
5/20/16
Williamson County Texas

OWNER

3101 SE Inner Loop
Georgetown, TX 78626

Address

By DAN A GATTI

SIGNATURE [Signature]

DATE 05-20-2016



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel: Fax: 15035

Taylor, TX 76574

PCO #: 031		5/19/2016	Additional Parapet Steel Per ESI 005				New
Category		Reason	Reference		COR Number		PCCO Number
Change Order		Consultant Directive					
Notes						Revenue Code	
		Estimate		Proposed		Approved	
Requested Days: 0		Budget: \$0		\$0		\$0	
Approved Days: 0		Cost: \$0		\$0		\$0	
General Description		Quote Due	Quote Rec'd	Allocation		Estimated	Proposed
						Approved	Applied
001 - QUAIOC - 000.051000.S		5/26/2016		Budget:	Pend Rev	\$0	\$15,742
Added parapet steel for Quality Iron to fabricate and erect based on ESI 005				Cost:	Pend Commit	\$0	\$15,742
002 - - 000.975700.M		5/26/2016		Budget:	Pend Rev	\$0	-\$15,742
Funding change from Buyout Savings				Cost:	Pend Commit	\$0	-\$15,742



Potential Change Orders
Detailed, Grouped by Each Number


QUALITYIRON
OF LOUISIANA

QI Project No.: E15-48

QI Change Order No.: 2

CONTRACTOR:	FlintCo	DATE:	31-Mar-16
ATTENTION:	David Freisner		
PROJECT:	Williamson County Expo Center		
REFERENCE:	ESI 5 - Added vertical channels at perimeter to support LGMF, XS-04.		

** NOTE: Material prices are subject to change to current market value at time of approval **

SHOP LABOR	26 Hours @	\$75.00		\$1,950
MATERIAL: C3x4.1	492 Lbs. @	\$0.8695		\$428
MATERIAL: Bent Plate	0 Lbs. @	\$0.9295		\$0
MATERIAL: Tube	0 Lbs. @	\$0.5865		\$0
MATERIAL: Pipe	0 Lbs. @	\$0.4985		\$0
FREIGHT	639 Miles @	\$4.20	\$2,683.80	\$650
DETAILING	2 Hours @	\$65.00		\$130
PRIME COAT	1 Tons @	\$100		\$100
TOP COAT	0 Tons @	\$160		\$0
GALVANIZING	0 Lbs. @	\$0.4400		\$968
FIELD LABOR & EQUIPMENT				\$10,085
TAXES	\$1,818 @	0.00% (tax exempt)		\$0
	SUB TOTAL			\$14,311
	OVERHEAD	10%		\$1,431
	SUB TOTAL			\$15,742
	PROFIT	0%		\$0
	SUB TOTAL			\$15,742
	BOND	0.0%		\$0
	TOTAL			\$15,742

ACCEPTED BY: _____
(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION 3 days



CHOCTAW ERECTORS, INC.

April 15, 2016

Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403

Attn: Jeremy Bain

Re. Williamson County Expo Center
Taylor, Texas

Gentlemen:

Attached you will find our estimate for the additional work involved with Parapet Support ESI, which totals \$10,085. Please review and issue your Change Order to cover this issue.

If you have any questions regarding any of these issues, please do not hesitate to contact us.

Sincerely

Choctaw Erectors, Inc.

Dale Pickett
Estimator

QTY	DESCRIPTION	CREW-HR ERECT	CREW-HR DETAIL
26	Vert Channels	0.0	15.6
52	Weld	0.0	5.2
26	Prep Channels	0.0	2.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
		0.0	0.0
CREW HOUR TOTALS:		0.0	22.8
5 Man ERECTION CREW @		\$613.20 /hr	\$0
5 Man DETAIL CREW @		\$434.52 /hr	\$9,885
Forklift rental 1 Day			\$200
TOTAL PRICE:			\$10,085
TIME EXTENSION FOR THIS CHANGE SHALL BE:			1.0 days

ENGINEER'S SUPPLEMENTAL INSTRUCTIONS



Distribution to:

OWNER ☐
 ARCHITECT ☒
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

PROJECT: Williamson County Expo Center
 (name, address) 210 Carlos Parker Blvd.
 Taylor, Texas

ENGINEER'S SUPPLEMENTAL
 INSTRUCTION NO: 005

OWNER: Williamson County

DATE OF ISSUANCE: 3/30/16

TO (Architect): Populous

ENGINEER: Engineering 360, Inc.

CONTRACT FOR: General Construction

ENGINEER'S PROJECT NO: 14095

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

Description:

Add vertical channels at Pre-Function perimeter as required to support Lt Ga Metal parapet framing, reference attached drawing.



ATTACHMENTS: XS-04

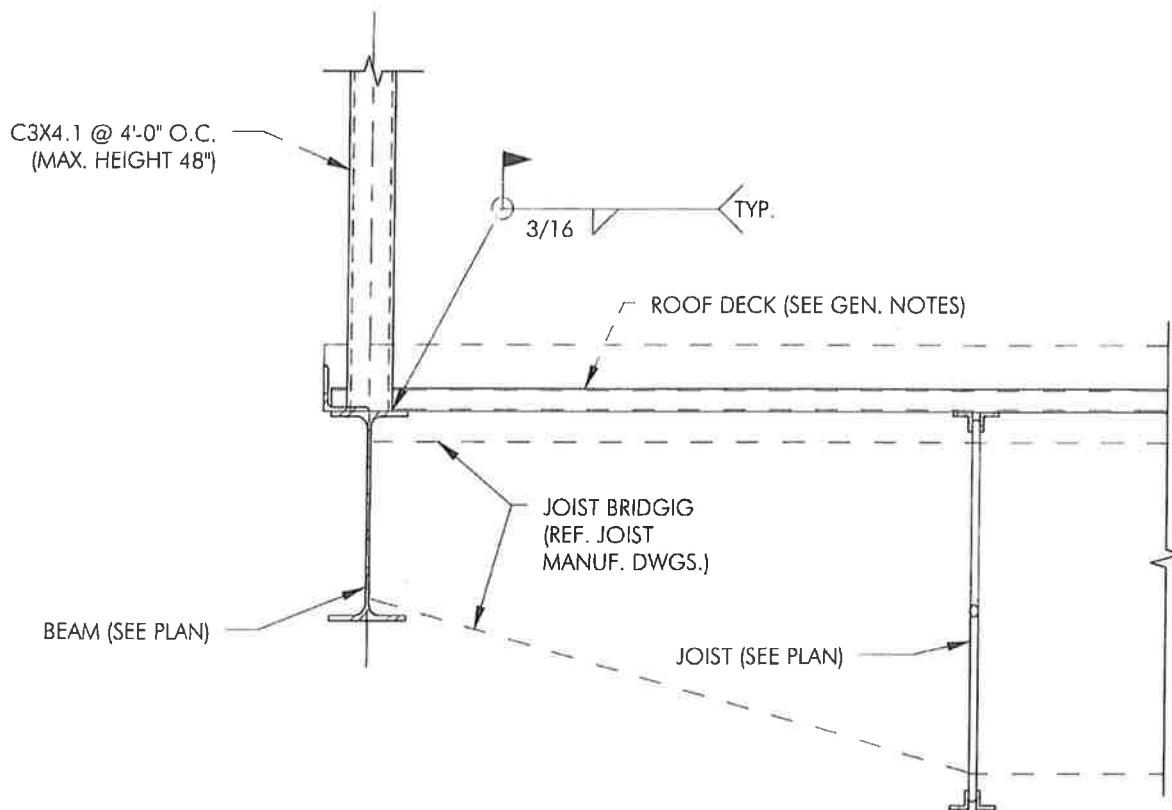
ISSUED:

BY: _____
 Engineer

Laurence J. Fisher
 Laurence J. Fisher

ACCEPTED:

BY: _____
 Contractor



1 SECTION

ESI No. 005

1" = 1'-0"



3/30/16

Laurence J. Fisher

THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY: LAURENCE J. FISHER,
P.E. 50110.

THIS DRAWING IS ISSUED FOR
CONSTRUCTION. THIS DRAWING MAY NOT BE
MODIFIED WITHOUT THE EXPRESS WRITTEN
CONSENT OF THE ENGINEER, AND THEN
ONLY IN ACCORDANCE WITH THE RULES OF
THE TEXAS ENGINEERING PRACTICE ACT.



2851 Joe DiMaggio Blvd., Suite 22
Round Rock, TX 78665
Phone (512) 244-1966
Fax (512) 388-3698
TBPE Registration No. F-12702
JOB NO. 14095
© 2015 ENGINEERING 360, Inc.

PROJECT:
WILLIAMSON COUNTY EXPO
CENTER

210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

SHT NO: XS-04
DATE: 03/30/16
BY: JS



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC

Tel: Fax: 15035

Taylor, TX 76574

PCO #: 032		5/19/2016		Added Curb @ Alt #3 & RFI 48 Added Concrete			New	
Category		Reason		Reference		COR Number	PCCO Number	
Change Order		Change Condition						
Notes						Revenue Code		
		Estimate		Proposed		Approved	Applied	
Requested Days:	0	Budget:	\$0	\$0	\$0	\$0	\$0	
Approved Days:	0	Cost:	\$0	\$0	\$0	\$0	\$0	
General Description		Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied
001 - KEYCO - 000.030000.S		5/26/2016		Budget: Pend Rev	\$0	\$2,105	\$2,105	\$2,105
Keystone Add for Added Curb @ Alt #3 & RFI 48 Added Concrete				Cost: Pend Commt	\$0	\$2,105	\$2,105	\$2,105
002 - - 000.975700.M		5/26/2016		Budget: Pend Rev	\$0	-\$2,105	-\$2,105	-\$2,105
Funding Change Via Buyout Savings				Cost: Pend Comm	\$0	-\$2,105	-\$2,105	-\$2,105



Potential Change Orders
Detailed, Grouped by Each Number

35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

To:

Date :

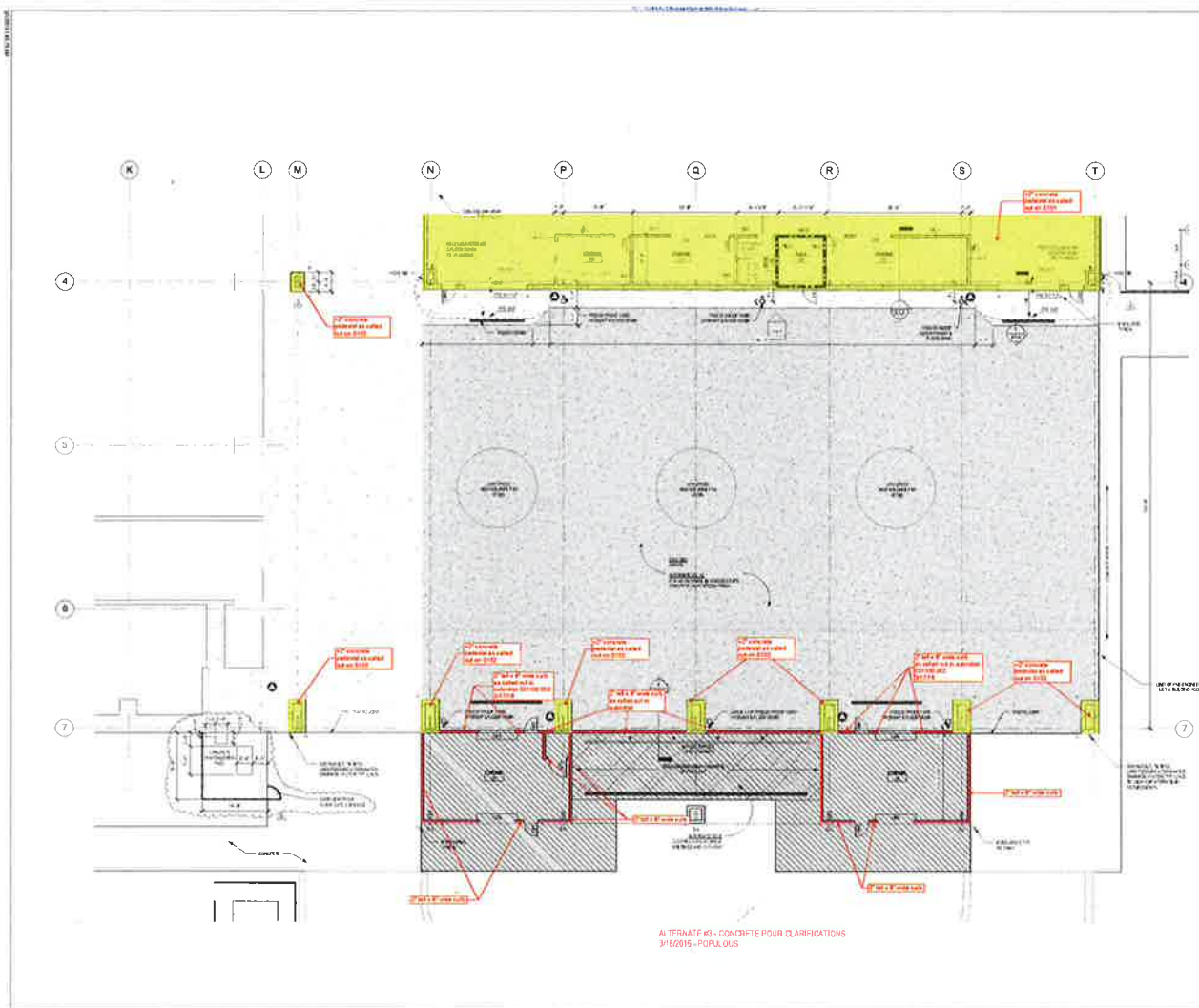
From:

Project :

RFI 048 & Curb at Alt #3

Keystone Concrete Placement

Page 1 of 1



1 OPTION 01.B AREA PLAN - SOUTHWEST

ALTERNATE #3 - CONCRETE POUR CLARIFICATIONS
3/15/2015 - POPULOUS

POPULOUS
POPULOUS
ARCHITECTS
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76784
TEL: 817.251.1000
WWW.POPULOUSARCH.COM



WILLIAMSON COUNTY EXPO CENTER
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76784

CONSTRUCTION DOCUMENTS

September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION
1	9/16/15	ISSUED FOR PERMIT
2	9/16/15	ISSUED FOR PERMIT
3	9/16/15	ISSUED FOR PERMIT
4	9/16/15	ISSUED FOR PERMIT
5	9/16/15	ISSUED FOR PERMIT
6	9/16/15	ISSUED FOR PERMIT
7	9/16/15	ISSUED FOR PERMIT
8	9/16/15	ISSUED FOR PERMIT
9	9/16/15	ISSUED FOR PERMIT
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95	9/16/15	ISSUED FOR PERMIT
96	9/16/15	ISSUED FOR PERMIT
97	9/16/15	ISSUED FOR PERMIT
98	9/16/15	ISSUED FOR PERMIT
99	9/16/15	ISSUED FOR PERMIT
100	9/16/15	ISSUED FOR PERMIT

UNITS: 1/8" = 1'-0" (VERTICAL)
1/4" = 1'-0" (HORIZONTAL)



POPULOUS
ARCHITECTS
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76784
TEL: 817.251.1000
WWW.POPULOUSARCH.COM

SOUTHWEST AREA PLAN
A2-1B



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel: Fax: 15035

Taylor, TX 76574

PCO #: 037		5/19/2016		RFI 94 Trash Enclosure Changes		New									
Category		Reason		Reference		COR Number		PCCO Number							
Change Order		Change Condition													
Notes								Revenue Code							
				Estimate		Proposed		Approved		Applied					
Requested Days:		0		Budget:		\$0		\$0		\$0					
Approved Days:		0		Cost:		\$0		\$0		\$0					
General Description		Quote Due		Quote Rec'd		Allocation		Estimated		Proposed		Approved		Applied	
001 - KEYCO - 000.030000.S		5/26/2016				Budget: Pend Rev		\$0		\$5,561		\$5,561		\$5,561	
Keystone Concrete Add for Additional Concrete @ Trash Enclosure						Cost: Pend Commt		\$0		\$5,561		\$5,561		\$5,561	
002 - QUAIOC - 000.051000.S		5/26/2016				Budget: Pend Rev		\$0		\$1,800		\$1,800		\$1,800	
Quality Iron Added Bollards						Cost: Pend Commt		\$0		\$1,800		\$1,800		\$1,800	
003 - -		5/26/2016				Budget: Pend Rev		\$0		-\$7,361		-\$7,361		-\$7,361	
Funding Change Via Buyout Savings						Cost: Pend Commt		\$0		-\$7,361		-\$7,361		-\$7,361	



Potential Change Orders
Detailed, Grouped by Each Number



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel: Fax: 15035

Taylor, TX 76574

PCO #: 034		5/19/2016		RFI #2 Expansion Joint @ Grid L				New	
Category		Reason		Reference		COR Number		PCCO Number	
Change Order		Change Condition							
Notes								Revenue Code	
				Estimate	Proposed	Approved	Applied		
Requested Days:		0	Budget:		\$0	\$0	\$0	\$0	
Approved Days:		0	Cost:		\$0	\$0	\$0	\$0	
General Description		Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - ALPIN - 000.071000.S		5/26/2016		Budget: Pend Rev		\$0	\$3,150	\$3,150	\$3,150
Alpha Waterproofing Add for Traffic Plates				Cost: Pend Commit		\$0	\$3,150	\$3,150	\$3,150
002 - ORC - 000.017123.S		5/26/2016		Budget: Pend Rev		\$0	\$1,000	\$1,000	\$1,000
Oakridge Add for Grouting Joints				Cost: Pend Commit		\$0	\$1,000	\$1,000	\$1,000
003 - -		5/26/2016		Budget: Pend Rev		\$0	-\$4,150	-\$4,150	-\$4,150
Funding Change Via Buyout Savings				Cost: Pend Commit		\$0	-\$4,150	-\$4,150	-\$4,150



Potential Change Orders
Detailed, Grouped by Each Number



Request For Information 092

Importance: Urgent

Status: Open

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel:

Taylor, TX 76574

RFI #: 092

Date Created: 3/28/2016

Answer Company

Answered By

Author Company

Authored By

Populous Architects
300 Wyandotte
Suite 200
Kansas City, MO 64105

Bill Bourne

Flintco, LLC
8100 Cross Park Dr.
Austin, TX 78754-5249

Ricky Galloway

Co-Respondent

Author RFI Number

092

Subject

Discipline

Category

Expansion Joint at Grid L

Question

Date Required: 4/4/2016

Please provide detail of the expansion joint needed along Grid L where new slab ties into existing grade beam. Per discussions with Larry Fisher on 3/28/16, 1/2" felt expansion material will be needed. Existing grade beam at this location is chamfered. Contractor recommends a caulk joint to flush out and cover this chamfer.

Answer

Date Answered:

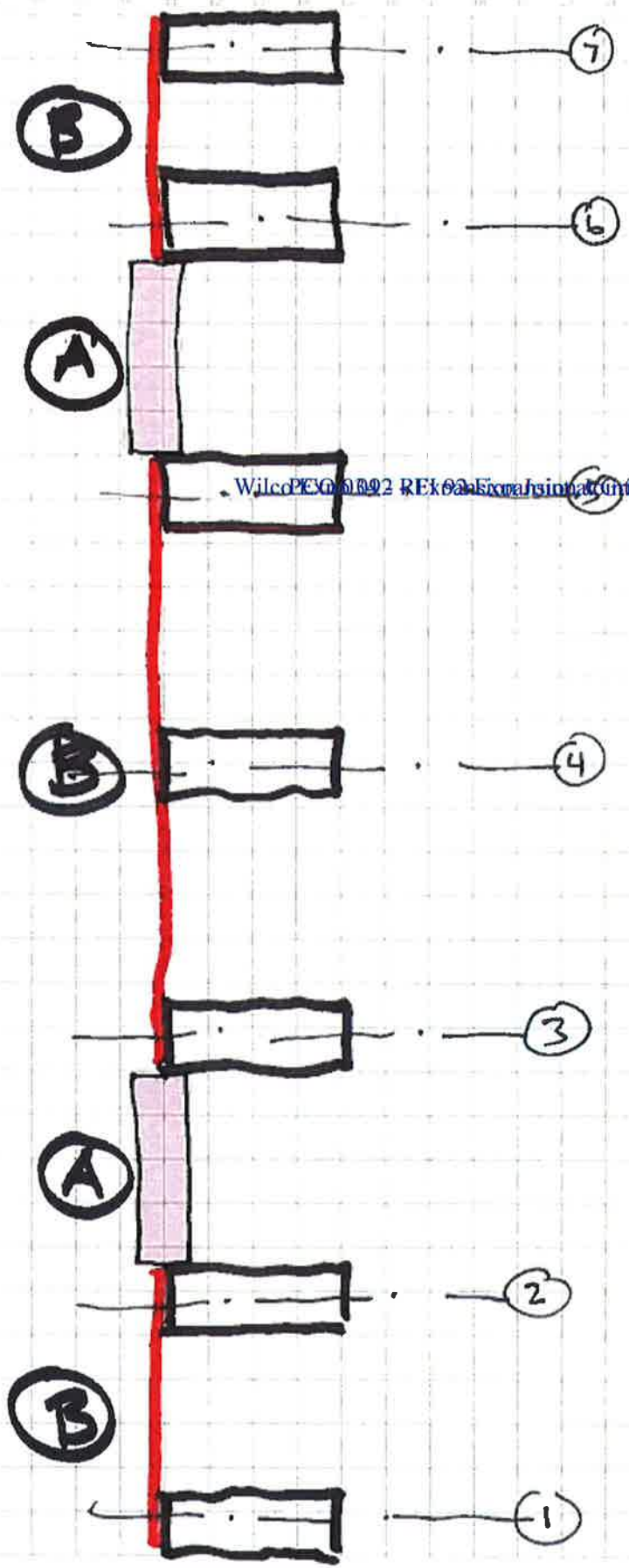
See attached sketches for clarification of expansion joint along grid 'L'.

EMSEAL SJS Assembly between column wraps 2&3 and 5&6.(Type A in sketch)

1/2" felt with Caulk joint between slab and grade beam.(Type B in Sketch)

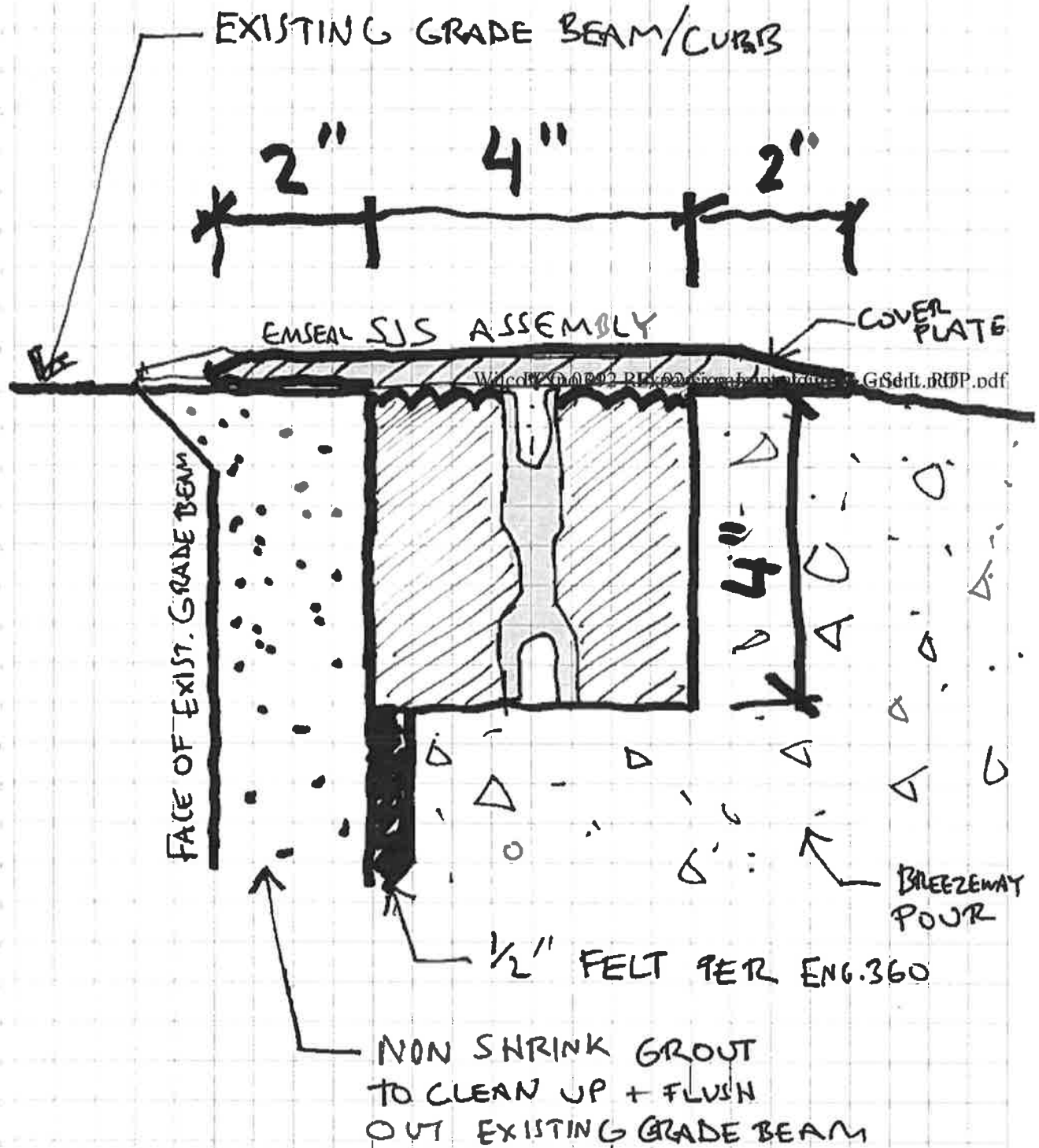
Sloping slab/feathering from top of grade beam to finish floor elevation per RFI 048.

Bill Bourne, Populous, 4/5/2016



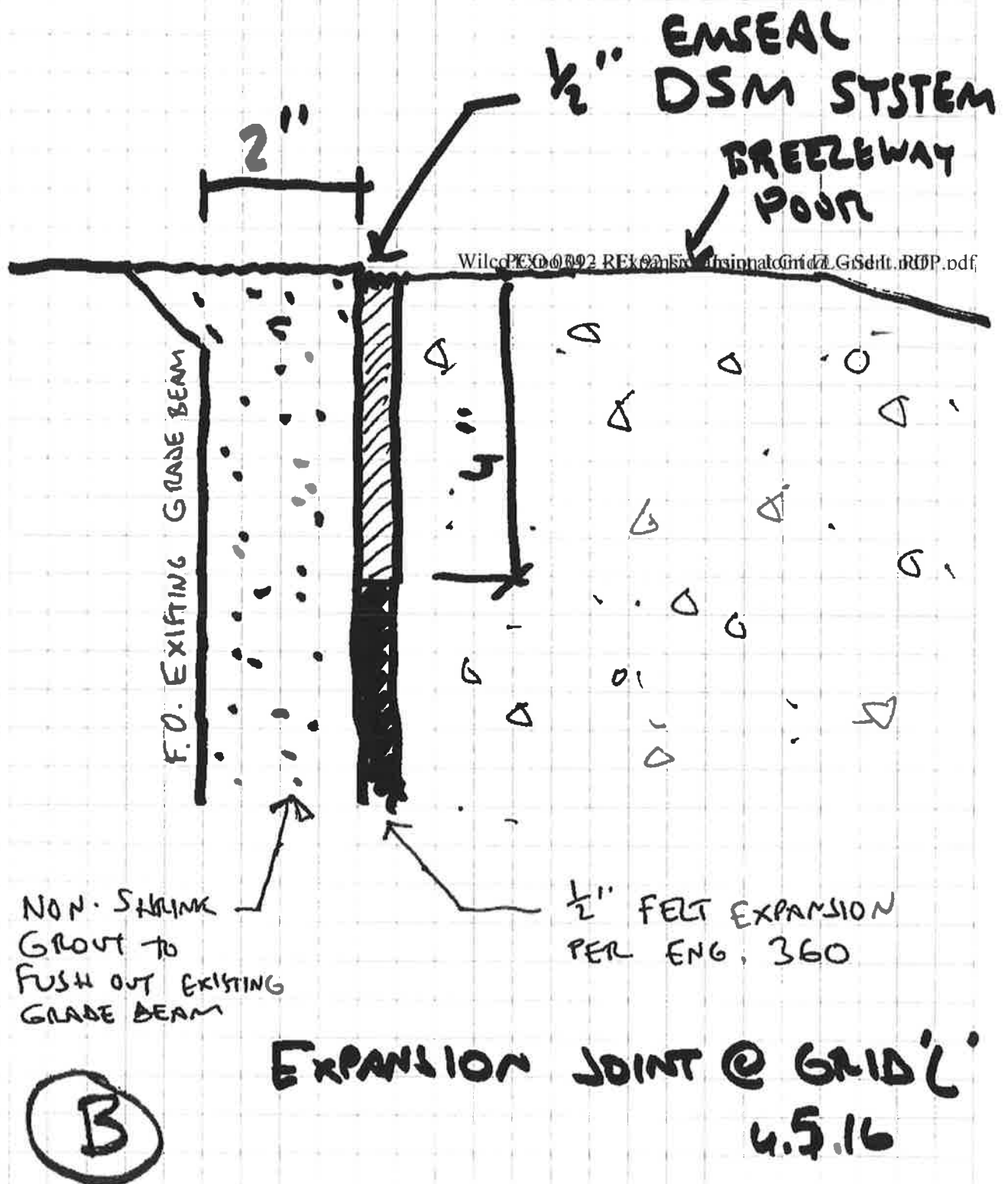
EXP. JOINT PLAN REFERENCE

POPULOUS
4.5.16



(A)

EMSEAL SIS ASSEMBLY e'l'
 BTWN COLUMN WRAPS
 2 & 3 and 5 & 6. 4.5.16
 POPULOUS





ALPHA

INSULATION & WATERPROOFING, INC.

598 Greenhill Drive, Ste. C • Round Rock, Texas 78665 • Tel: (512) 873-7133 • Fax: (512) 873-7381

May 4, 2016

Via: Email

FLINTCO

David Freisner

SUBJECT: Expansion Joint Proposal

PROJECT: Williamson County Expo Center

Expansion Joint

Inclusions: Installation of Construction Specialties RFD 300 Series Joint at south elevation from new to existing concrete to concrete joint. Pricing includes 2 -15' joints (material is ordered in 20' stock lengths to prevent splicing in middle of joint)

Exclusions: Concrete patching, concrete cutting/grinding, and anything else not mentioned above.

\$3,150

Notes and Clarifications:

All materials are furnished and installed.

Sales tax is excluded.

OSHA 30 Certified.

Bond is not included; contact Alpha for job-specific pricing. Payment and Performance Bonds, if required, are as per bond forms AGC 606 (2004) and AGC 607 (2004).

We acknowledge a wage scale.

We self-perform 100% of our work.

The terms & conditions of this proposal and the scopes of work it contains are based on AIA-201A until contract negotiations have been finalized.

Proposal valid for 60 days unless otherwise noted.

We acknowledge Addm 1-4

Alpha Insulation & Waterproofing, Inc. is a Certified Minority Owned Enterprise

I would like to thank you for considering Alpha Insulation & Waterproofing. I will contact you shortly by phone to address any technical or scope questions you may have concerning the systems proposed above.

Sincerely,

ALPHA INSULATION & WATERPROOFING, INC.

Spencer Schneider
Operations Manager

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	\$867,750.00	\$ (867,750.00)	\$0.00	\$689,750.32
SOFT COST	\$622,113.50	\$ (209,218.48)	\$412,895.02	\$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	\$10,978,073.00	\$ (10,257,061.00)	\$721,012.00	\$3,417,225.00
SUBTOTALS	\$12,467,936.50	\$ (11,334,029.48)	\$1,133,907.02	\$4,232,719.60

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		\$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			(\$500,000.00)
	PCO#020 - Transfer to Owner Contingency			(\$400,000.00)
Construction Manager Contingency - Subtotal		\$1,125,458.00	\$0.00	(\$900,000.00)
Construction Manager Contingency - Total			\$1,125,458.00	\$225,458.00

Owner's Construction Contingency		\$253,228.00		
	PCO#011 - Transfer from CM Contingency			\$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			(\$24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			(\$489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			(\$14,579.00)
OCO#004	PCO#018 - Concrete Protection			(\$2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			(\$12,860.00)
	PCO#020 - Transfer from CM Contingency			\$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			(\$399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			(\$162,409.00)
OCO#007	Electrical Upgrades			(\$15,225.00)
OCO#008	NOT ACCEPTED			\$0.00
Owner's Construction Contingency - Subtotal		\$253,228.00	\$0.00	(\$220,276.00)
Owner's Construction Contingency - Total			\$253,228.00	\$32,952.00

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		\$514,258.00		
	PCO#010 - Removal of 6 Trees			(\$2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			(\$4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			(\$673.00)
OCO#007	Added Scope through ASI 005			(\$58,207.00)
Future Buyout Delta - Subtotal		\$514,258.00	\$0.00	(\$51,656.00)
Future Buyout Delta - Total			\$514,258.00	\$462,602.00

Commissioners Court - Regular Session**15.****Meeting Date:** 06/14/2016

Siena Section 23B - Final Plat

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 final plat for the Siena Section 23B subdivision - Pct 4.

Background

This is the next section of the Siena development. It consists of 51 single family lots and 1,906 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

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

Attachments[Siena Section 23B - Final Plat](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 06/02/2016

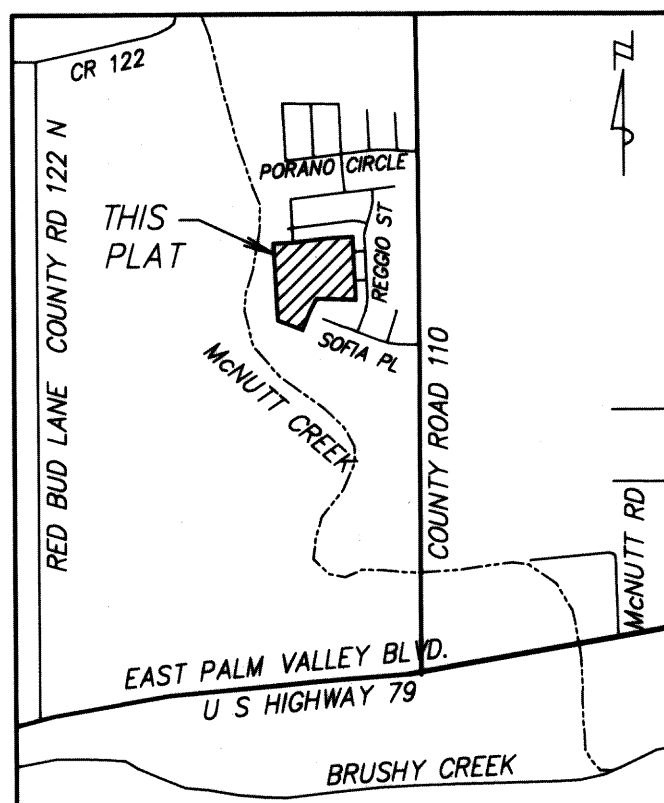
Reviewed By

Wendy Coco

Date

06/02/2016 03:53 PM

Started On: 06/02/2016 02:52 PM



LOCATION MAP NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	77.59	1043.96	41°5'29"	N85°13'36"E	77.57
C2	61.66	1043.96	3°23'03"	N85°39'50"E	61.65
C3	15.93	1043.96	0°52'27"	N83°32'05"E	15.93
C4	73.87	993.96	41°5'29"	N85°13'36"E	73.85
C5	95.15	1280.35	41°5'29"	N85°13'36"E	95.13
C6	19.94	1280.35	0°53'33"	N86°54'35"E	19.94
C7	62.04	1280.35	2°46'35"	N85°04'31"E	62.04
C8	13.17	1280.35	0°35'22"	N83°23'32"E	13.17
C9	91.44	1230.35	41°5'29"	N85°13'36"E	91.42
C10	67.89	1230.35	3°09'42"	N84°40'42"E	67.88
C11	23.55	1230.35	1°05'48"	N86°48'27"E	23.55
C12	21.03	25.00	48°11'23"	N26°44'20"W	20.41
C13	241.19	50.00	276°22'46"	N87°21'21"E	66.67
C14	21.03	25.00	48°11'23"	N21°27'02"E	20.41
C15	56.90	50.00	65°12'15"	N18°13'54"W	53.88
C16	45.11	50.00	51°41'35"	N40°13'01"E	43.60
C17	38.48	50.00	44°05'28"	N88°06'32"E	37.53
C18	37.46	50.00	42°55'40"	N48°22'53"W	36.59
C19	53.77	50.00	61°37'12"	N03°53'33"E	51.22
C20	9.46	50.00	10°50'35"	N40°07'26"E	9.45

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°46'35"E	58.97
L2	N40°13'36"E	21.99
L3	N48°46'24"W	20.41
L4	N40°13'36"E	20.41
L5	N48°46'24"W	21.99

NEW STREETS:

NAME	LENGTH	ROW WIDTH	DESIGN SPEED	POSTED SPEED
SAMBUCO STREET	623'	50	30	25
SAN MICHELE STREET	623'	50	30	25
SABBIA COURT	210'	50	30	25
SABBIA DRIVE	450'	50	30	25

TOTAL 1906'

OWNER:
RSP PARTNERS DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP
RSP GP, INC., A TEXAS CORPORATION, ITS GENERAL PARTNER
JOHN S. LLOYD, PRESIDENT
4720-A ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

BEVERLY JOHNSON GORDON
106.6 ACRES - TRACT 3
DOC. NO. 1998035986 OPRWC

30' WASTEWATER LINE EASEMENT
TO CITY OF ROUND ROCK
DOCUMENT NO. 2012064132

ROUND STAFF PARTNERS, LP
REMAINDER OF 87.291 ACRES
DOC. NO. 2005083809 OPRWC

LIMITS OF FEMA ZONE A - 1% ANNUAL CHANCE
FLOODPLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 4849 COOTSE EFFECTIVE DATE
SEPTEMBER 28, 2008 FOR WILLIAMSON COUNTY, TEXAS.

BEVERLY JOHNSON GORDON
21.448 ACRES
DOC. NO. 2000009000
OPRWC

SITE DATA:
13.67 ACRES
51 SINGLE FAMILY LOTS
1 OPEN SPACE AND DRAINAGE LOT
3 BLOCKS
ROBERT McNUTT SURVEY, ABSTRACT No. 422

PLAT OF
SIENA SECTION 23B
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'
0 100' 200' 300' 400'

- LEGEND:
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - = FOUND 1/2" IRON ROD
 - BL = BUILDING SETBACK LINE
 - DE = DRAINAGE EASEMENT
 - WWE = WASTEWATER EASEMENT
 - NN = BLOCK NAME
 - [658.5] = MINIMUM FINISHED FLOOR ELEVATION (NAVD 88)
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

- LOT 10B, BLOCK NN IS FOR OPEN SPACE AND DRAINAGE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 1.
- EACH OF THE ADJACENT HOME OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
- THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DATE: JAN. 21, 2016

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE ROBERT McNUITT SURVEY, ABSTRACT No. 422, AND BEING A PART OF THAT 87.291 ACRE TRACT OF LAND CONVEYED TO ROUND STAFF PARTNERS, L.P. BY DEED RECORDED IN DOCUMENT No. 2005083809 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the Northwest Corner of Lot 10, Block LL, Siena Phase 1, Section 22B, according to the plat thereof recorded in Document No. 2013040558 of the Official Public Records of Williamson County, Texas;

THENCE S.02°38'39"E. along the West Line of said Lot 10, the West Line of Sambuco Street and continuing along the West Line of Lots 10 and 11, Block MM, distance of 429.97 feet to a 1/2" iron rod set at the Southwest Corner of said Lot 10 and the Northwest Corner of San Michele Street as shown on said plat of Siena Phase 1, Section 22B;

THENCE S.03°48'40"E. along the West End of San Michele Street a distance of 50.01 feet to a 1/2" iron rod set at the Northwest Corner of Lot 27, Block NN;

THENCE S.02°38'39"E. along the West Line of said Lot 27 a distance of 175.52 feet to a 1/2" iron rod set in the North Line of Lot 28, Block NN, at the Southwest Corner of said Lot 27;

THENCE S.89°21'53"W. along the North Line of Lot 28 a distance of 37.86 feet to a 1/2" iron rod set at the Northwest Corner thereof and the Northeast Corner of Lot 32, Block NN;

THENCE N.87°51'28"W. along the North Line of Lots 32, 33, 34, 35 and 36 a distance of 340.35 feet to a 1/2" iron rod set at an angle point in the North Line of said Lot 36;

THENCE S.86°29'46"W. along said North Line a distance of 31.21 feet to a 1/2" iron rod set at the Northwest Corner of said Lot 36;

THENCE S.28°42'43"W. along the West Line of said Lot 36 a distance of 149.21 feet to a 1/2" iron rod set at the Southwest Corner of Lot 36 and the Northwest Corner of Lot 37;

THENCE S.21°33'03"W. along the West Line of Lot 37 a distance of 203.76 feet to the South Line of said 87.291 Acre Tract and the North Line that 21.448 Acre Tract conveyed to Beverly Johnson Gordon by deed recorded in Document No. 2000009000 of the Official Public Records of Williamson County, Texas;

THENCE N.68°31'18"W. along the said South Line a distance of 272.44 feet;

THENCE N.03°02'34"W. across said 87.291 Acre Tract (at 345.20 feet pass an interior corner in the West Line of said 87.291 Acre Tract and continue along said West Line) in all a distance of 798.09 feet;

THENCE across said 87.291 Acre Tract the following five courses:

1. N.87°21'21"E. a distance of 175.58 feet;
2. N.84°17'49"E. a distance of 50.07 feet;
3. N.83°05'51"E. a distance of 349.65 feet;
4. N.85°46'39"E. a distance of 53.06 feet;
5. N.87°21'21"E. a distance of 195.24 feet to the said Point of Beginning.

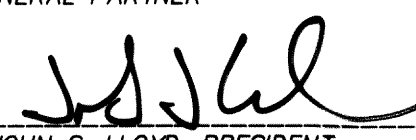
STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL BY THESE PRESENTS

THAT RSP PARTNERS DEVELOPMENT, L.P., A TEXAS LIMITED PARTNERSHIP, AS THE OWNER OF THAT CERTAIN 87.291 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2005083809 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "SIENA SECTION 23B" SUBDIVISION. 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 ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL ORDINANCES

BY: RSP PARTNERS DEVELOPMENT, L.P.
A TEXAS LIMITED PARTNERSHIP

BY: RSP GP, INC.,
A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY: 
JOHN S. LLOYD, PRESIDENT
4720-A ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF February, 2016 BY JOHN S. LLOYD, PRESIDENT, RSP GP, INC. ON BEHALF OF SAID RSP GP, INC.


KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019

PRINTED NAME Kayla Monarres

MY COMMISSION EXPIRES: 07/21/2019

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

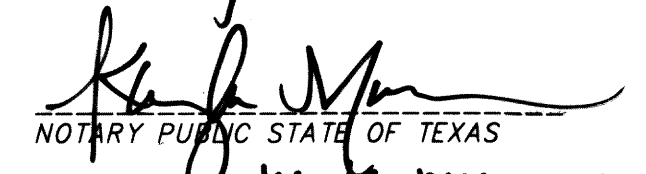
THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 40.876 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NOS. 2012080699, 2012080700, 2012080701 AND 2012080702 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SUCH INSTRUMENTS ARE AMENDED, MODIFIED AND EXTENDED, DOES HEREBY CONSENT TO THE SUBDIVISION OF SUCH 40.876 ACRE TRACT OF LAND, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

BY: 
Ben Boyce
VICE PRESIDENT, COMMERCIAL LENDING

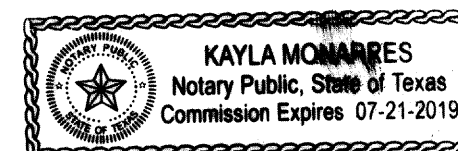
STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF February, 2016


KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019

PRINTED NAME Kayla Monarres

MY COMMISSION EXPIRES: 07/21/2019


KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.


J. KENNETH WEIGAND
R.P.L.S. NO. 5741
STATE OF TEXAS



ENGINEER'S CERTIFICATION

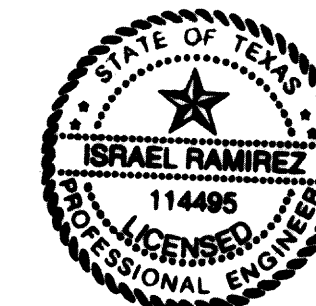
THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR FLOODS AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, ISRAEL RAMIREZ, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.


ISRAEL RAMIREZ
DATE 2-25-2016
LICENSED PROFESSIONAL ENGINEER No. 114495



In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Flood plain data, in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the County.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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 of Williamson County, Texas, and by the said 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.

Dan A. Gattis County Judge
Williamson County, Texas

Date

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. _____, AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____ A.D. _____ AT ____ O'CLOCK ____ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JAN. 21, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session**16.****Meeting Date:** 06/14/2016

Discuss consider and take appropriate action on approving a variance request for Lot 17 Highlands at Mayfield Ranch Sec 8 - Pct 3

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 approving a variance request to Paragraph 8.2 (setback requirement) of the 2000 WCSR for Lot 17, Block AA, Highlands at Mayfield Ranch Sec 8 - Pct 3.

Background

The home builder at 3816 Kyler Glen (Lot 17, Block AA of the Highlands at Mayfield Ranch Section 8 subdivision) is about to begin construction of a new house. There is a large Live Oak tree located near the rear wall of the proposed home which the builder would like to save. Rather than removing this tree (picture attached), the builder would like to relocate the proposed building slightly forward on the lot. However, in doing so, the front corner of the house would encroach approximately 20 inches over the 25-foot front yard setback line. The builder is therefore requesting a variance to Paragraph 8.2 (setback requirement) of the 2000 Williamson County Subdivision Regulations. The variance request, property survey, and location of the tree, are shown on the attached documents.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Setback Variance Request HMR8 Blk AA Lot 17](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/08/2016 02:30 PM

Eddie Bass
Sitterle Homes in The Highlands at Mayfield Ranch
512.940.6988

To whom it may concern,

I am seeking a front set back variance at 3816 Kyler Glen in the Highlands at Mayfield Ranch, which to my understanding is not in any city jurisdiction.

An approximate 20" encroachment on one corner of the home is being sought in order to save a 25" diameter live oak tree.

Please see attached:

A picture of the tree

The original plot plan

A picture of the proposed variation overdrawn on the original plot plan

Hopefully these show the substantial value of this tree and how the majority of this home is still well behind the 25' build line.

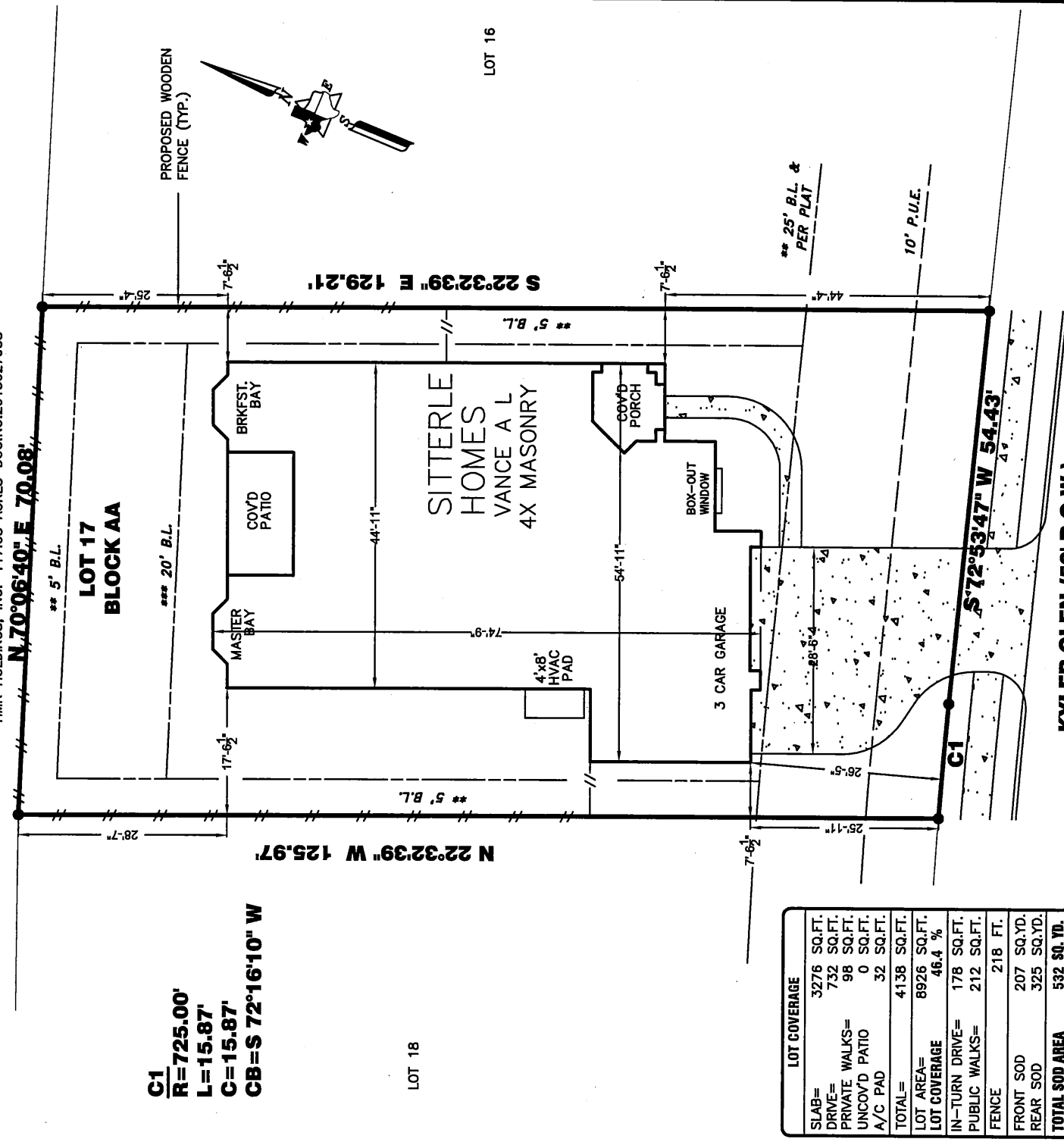
Your prompt attention to this is greatly appreciated, as I am already facing termination for not already having this tree razed.

Thank you for your attention.

Respectfully
Eddie Bass

- [illegible]

HMR HOLDINGS, INC. 117.08 ACRES DOC.NO.2013027958



LOT COVERAGE			
SLAB=	3276	SQ.FT.	
DRIVE=	732	SQ.FT.	
PRIVATE WALKS=	98	SQ.FT.	
UNCONVD PATIO	0	SQ.FT.	
A/C PAD	32	SQ.FT.	
TOTAL=	4138	SQ.FT.	
LOT AREA=	8926	SQ.FT.	
LOT COVERAGE	46.4	%	
IN-TURN DRIVE=	178	SQ.FT.	
PUBLIC WALKS=	212	SQ.FT.	
FENCE	218	FT.	
FRONT SOD	207	SQ.YD.	
REAR SOD	325	SQ.YD.	
TOTAL SOD AREA	532	SQ. YD.	

PROPERTY INFORMATION

LOT 17 BLOCK AA

SUBDIVISION:

HIGHLANDS AT MAYFIELD RANCH SECTION 8

RECORDING INFO:

DOC.NO. 2015091317, PLAT RECORDS OF
WILLIAMSON COUNTY TEXAS.

PLAN INFORMATION

PLAN NUMBER VANCEAL

PLAN OPTIONS:

PER CONSTRUCTION PLANS

DRAWING INFORMATION

TT JOB NO: SMS-SIT269-16

CLIENT JOB NO.:

DRAWN BY:

BEARING BASE:-

DATE:

REVISIONS

NO. DATE

[illegible]

Sitterle
HOMES



TRI-TECH

SURVEYING CO., L.P.

Firm Reg. Number 10193729

WWW.SURVEYINGCOMPANY.COM

100 E. San Antonio St. Ste. 100
San Marcos, Texas 78666
Phone: (512) 440-0222
Fax: (512) 440-0224

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Commissioners Court - Regular Session**17.****Meeting Date:** 06/14/2016

Salary Grievance Committee Selection

Submitted For: Ashlie Koenig**Submitted By:** Jennifer Templeton, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed during this fiscal year 2016 budget process with regard to elected officials salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Jennifer Templeton

Final Approval Date: 06/07/2016

Reviewed By

Wendy Coco

Jennifer Templeton

Date

06/07/2016 02:29 PM

06/07/2016 02:39 PM

Started On: 06/07/2016 08:50 AM

Commissioners Court - Regular Session**18.****Meeting Date:** 06/14/2016

FY 17 Capital

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

Information**Agenda Item**

Discuss, consider and take appropriate action on FY 17 capital needs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 05/25/2016

Reviewed By

Wendy Coco

Date

05/25/2016 02:48 PM

Started On: 05/25/2016 08:59 AM

Commissioners Court - Regular Session**19.****Meeting Date:** 06/14/2016

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 05/24/2016

Reviewed By

Wendy Coco

Date

05/24/2016 08:18 AM

Started On: 05/23/2016 04:04 PM

Commissioners Court - Regular Session**20.****Meeting Date:** 06/14/2016

13IFB00108 IH 35 Northbound Frontage Road Notice of Termination

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for the IH 35 Northbound Frontage Road, a Pass Through Financing Project in Commissioner Pct. 3.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR15000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on IH 35 NBFR have been completed and the roadway is open to the public.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsIH 35 NBFR NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 01:14 PM

Started On: 06/09/2016 10:28 AM



Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

ePermits: This form is available on our online permitting system.

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

What is the permit number to be terminated?

TXR15 WD22 TXRCW

Section 1. OPERATOR (Permittee)

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss):

First and Last Name: Dan A. Gattis

Suffix:

Title: County Judge

Credentials:

Phone Number: (512) 943-1550 Fax Number: (512) 943-1662

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

Section 2. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes ☐

No ☒

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): [REDACTED]

First and Last Name: Dawn Haggard

Suffix: [REDACTED]

Title: Construction Project Administrator Credentials: [REDACTED]

Phone Number: (512) 527-6714 Fax Number: [REDACTED]

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA: [REDACTED]

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- a) TCEQ issued RE Reference Number (RN): RN 106612427
- b) Name of project or site as known by the local community: IH 35 Northbound Frontage Road
(Project No. 13IFB00108) CSJ: 0015-08-128, etc.
- c) County, or counties if more than 1: Williamson
- d) Latitude: 30° 34' 49" N Longitude: -97° 41' 34" W
- e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section 3A: Physical Address of Project or Site:

Street Number and Name: [REDACTED]

City, State, and Zip Code: [REDACTED]

Section 3B: Site Location Description:

Location description: SH 29 to Westinghouse Road

City where the site is located or, if not in a city, what is the nearest city: Georgetown

Zip Code where the site is located: 78626

Section 4. REASON FOR TERMINATION

Check the reason for termination:

- ☒ Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.
- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- ☐ The discharge is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

Section 5. CERTIFICATION

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink):

Date:

Instructions for Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

GENERAL INFORMATION

Where to Send the Notice of Termination (NOT):

BY REGULAR U.S. MAIL:

Texas Commission on Environmental
Quality
Stormwater Processing Center (MC-228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL:

Texas Commission on Environmental
Quality
Stormwater Processing Center (MC-228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Application status and form questions:
Technical questions:
Environmental Law Division:
Records Management - obtain copies of forms:
Reports from databases (as available):
Cashier's office:

512-239-3700, swpermit@tceq.texas.gov
512-239-4671, swgp@tceq.texas.gov
512-239-0600
512-239-0900
512-239-DATA (3282)
512-239-0357 or 512-239-0187

Notice of Termination Process:

A Notice of Termination is **effective on the date postmarked for delivery to TCEQ.**

When your NOT is received by the program, the form will be processed as follows:

- 1) Administrative Review: The form will be reviewed to confirm the following:
 - the permit number is provided
 - the permit is active and has been approved
 - the entity terminating the permit is the current permittee
 - the site information matches the original permit record
 - the form has the required original signature with title and date
- 2) Notice of Deficiency: If an item is incomplete or not verifiable as indicated above, a phone call will be made to the applicant to clear the deficiency. A letter will not be sent to the permittee if unable to process the form.
- 3) Confirmation of Termination: A Notice of Termination Confirmation letter will be mailed to the operator.

Change in Operator:

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

Annual Water Quality Fee:

This fee is assessed to permittees with an active authorization under the general permit on September 1 of each year. The designated billing contact will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is not received by TCEQ by the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1.

It is important for the permittees to submit a NOT when coverage under the general permit is no longer required. A NOT is effective on the postmarked date of mailing the form to TCEQ. It is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ.

INSTRUCTIONS FOR FILLING OUT THE FORM

The majority of permit information related to the current operator and regulated entity are available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.

Section 1. Operator (Current Permittee):

- a) Customer Number (CN)
TCEQ's Central Registry assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. The Customer Number, for the current permittee, is available at the following website:
http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- b) Legal Name of Operator
The operator must be the same entity as previously submitted on the original Notice of Intent for the permit number provided. The current operator name, as provided on the current authorization, is available at the following website:
http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- c) Contact Information for the Operator (Responsible Authority)
Provide information for person signing the NOT application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. Update the address if different than previously submitted for the Notice of Intent or Notice of Change. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website:
<https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the operator.

The fax number and e-mail address are optional and should correspond to the operator.

Section 2. Application Contact:

Provide the name, title and contact information of the person that TCEQ can contact for additional information regarding this application.

Section 3. Regulated Entity (RE) Information on Project or Site:

- a) Regulated Entity Reference Number (RN)
A number issued by TCEQ's Central Registry to sites where an activity regulated by TCEQ. This is not a permit number, registration number, or license number. The Regulated Entity Reference Number is available at the following website:
http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- b) Name of the Project or Site
Provide the name of the site as known by the public in the area where the site is located.
- c) County
Identify the county or counties in which the regulated entity is located.
- d) Latitude and Longitude
Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. The latitude and longitude as provided on the current authorization is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.
- e) Site/Project (RE) Physical Address/Location Information
The physical address/location information, as provided on the current authorization, is available at the following website: http://www2.tceq.texas.gov/wq_dpa/index.cfm.

Section 3A. If a site has an address that includes a street number and street name, enter the complete address for the site. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate the site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

Section 3B. If a site does not have an address that includes a street number and street name, provide a complete written location description. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and Zip Code of the facility location.

Section 4. Reason for Termination:

The Notice of Termination form is only for use to terminate the authorization (permit). The Permittee must indicate the specific reason for terminating by checking one of the options. If the reason is not listed then provide an attachment that explains the reason for termination.

Please read your general permit carefully to determine when to terminate your permit. Permits will not be reactivated after submitting a termination form. The termination is effective on the date postmarked for delivery to TCEQ.

Section 5. Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code §305.44.

IF YOU ARE A CORPORATION:

Commissioners Court - Regular Session**21.****Meeting Date:** 06/14/2016

North Campus P324 - Supplemental Agreement 1

Submitted By: Gina Wrehnsig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for both the design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal and the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Williamson County North Campus Project.

Background

This Supplemental Agreement is necessary in order to add the Additional Services of UST removal and relocation of existing propane tanks. These services were not included in the original Scope of Services that was set out in the contract.

Fiscal Impact

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

Attachments[North Campus Supplemental Agreement 1](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehnsig

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/09/2016 08:26 AM

SUPPLEMENTAL AGREEMENT NO. 1 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

WHEREAS, during the course of performing services, County determined a need to add the services of design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343;

WHEREAS, the County also determined a need to add the services of design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 1 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not-to-exceed amount of \$49,885.00.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services in accordance with the schedules set out in Exhibit "A".

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: 

Printed Name: Mark Daniel Brown

Title: Vice President

Date: June 6, 2016

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Exhibit “A”
Scope of Additional Services

UST System Removal Additional Services

Task 1: UST Fuel System Removal Design Oversight

Design and provide on-site observation during UST fuel system removal in accordance with TCEQ removal guidelines (30 Texas Administrative Code 334 rules) and TCEQ regulatory guidance document RG-411, “Investigating and Reporting Releases from Petroleum Storage Tanks” (April 2012). The UST fuel system includes two (2) USTs with underground product piping leading to two (2) dispenser pumps.

A TCEQ-licensed UST Contractor (CRP000190) and Corrective Action Specialist (RCAS00076) must provide the services. Individuals must be licensed by the TCEQ for removal of UST systems by a TCEQ-licensed B Professional. Supervised work inspections will be conducted in accordance with a Health & Safety Program by 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained personnel. The fuel system removal activities will be performed by a contractor selected by the Williamson County and directly contracted with Williamson County.

Provide on-site observation during UST fuel system removal. Specifically, the scope of Additional Services will include the following items:

- ☐ Provide UST system drawings of existing system for removal.
- ☐ Providing an environmental scientist presence on-site during contractor work hours.
- ☐ Observe contractor personnel activities and work products during removal.
- ☐ Review and understand construction project contract documents and schedule during removal.
- ☐ Create and provide written field reports of construction activities and inspection results, accompanied by photographs of construction work in progress while on-site.
- ☐ Review contractor submittals, check materials and work for compliance with the design documents.
- ☐ Maintain active field reports and approved submittals on-site.
- ☐ Maintain red-line as-built daily work activities of contractor work progress and coordinate with construction contractor.
- ☐ Maintain on-going punch list (deficiencies) as well as a final punch list.
- ☐ Review and advise of work quality issues on a daily basis, if required.

Task 2: Sampling of Water and Soil (RG-411)

Conduct release determination sampling according to TCEQ RG-411. The UST system contains two (2) 10,000-gallon diesel/gasoline USTs (approximately 7-feet width x 30-feet length).

Collect up to eighteen (18) soil samples including the following:

- ☐ Three (3) soil samples under each UST.

Exhibit “A”

Scope of Additional Services

- ☐ Three (3) trip blank samples will accompany the soil samples and the water samples. A trip blank will be provided in each cooler. The trip blanks will be analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260B and Total Petroleum Hydrocarbons (TPH) by Texas Method 1005.
- ☐ A total of five (5) composite soil samples will be collected of the stockpiled UST soils including one (1) soil sample per every fifty (50) cubic yards of the stockpiled soil (estimated 250 cubic yards). Stockpile samples will be analyzed for TPH (Texas Method 1005); VOCs, EPA Method 8260B) and total lead (EPA Method 6010B) and on a three (3) day turnaround time frame to expedite disposal of tank hold backfill soil samples.
- ☐ A total of six (6) discrete native soil samples will be collected from the tank hold floors (or walls if water is present in the tank hold excavation).
- ☐ A total of four (4) discrete native soil samples will be collected below the product fuel lines including one (1) soil sample from under each connector, elbow, bend and one (1) soil sample every twenty (20) linear feet.
- ☐ A total of four (4) soil samples will be collected for the dispenser pumps or one (1) soil sample under each dispenser island.

According to the geotechnical survey provided by BLGY, the tank hold does not contain water. If the tank hold does contain water then the following samples will be collected:

- ☐ A total of four (4) native soil samples will be collected at water level.
- ☐ A total of one (1) water sample will be collected.

Laboratory Analyses: Soil and water samples will be submitted to an independent laboratory that participates in the TCEQ Texas Laboratory Accreditation Program and that is accredited with the National Environmental Laboratory Accreditation Conference (NELAC) standard for matrices, methods, and parameters of analysis. All samples except for the stock pile samples will be analyzed on a standard seven (7) to ten (10) business day turn-around time frame basis unless expedited time is specified for an additional fee.

Soil Samples: Soil samples will be analyzed for TPH by TX Method 1005 and VOCs by EPA Method 8260B. PAHs will be analyzed if TPH is detected at concentrations for C12-C35, PAHs will be analyzed by EPA Method 8270C.

Water samples: Water samples will be analyzed for TPH by TX Method 1005 and VOCs by EPA Method 8260B. PAHs will be analyzed if TPH is detected at concentrations for C12-C35, PAHs will be analyzed by EPA Method 8270C.

Note: These Additional Services include collection and analysis of all samples. In the event TPH is not detected, PAHs in the soil and water will not be analyzed or charged.

Task 3: Reporting

Submit a 30-day TCEQ UST Construction Notification Form (TCEQ-0495) to the TCEQ. Analytical Results will be documented in a UST Closure Report, TCEQ Release Determination Report (RDR) Form (TCEQ-00621), TCEQ Incident Report Form (if required) and amended TCEQ UST Registration & Self-Certification Form (TCEQ-0724). This report will include

Exhibit "A"

Scope of Additional Services

diagrams, summary analytical tables, laboratory reports, waste disposal documentation, photographs and work plan for the next appropriate action. This report should be retained as a permanent record for the Project site. The report will be completed within three (3) weeks of receipt of the final laboratory analysis results.

Assumptions:

The Additional Services described herein includes the following assumptions:

- ☐ The installation of a temporary fuel system during construction activities is not included in the scope of Additional Services.
- ☐ Approval of the site specific Health and Safety Plan (HASP) is not required prior to commencement of field activities.
- ☐ Costs do not include removal of the tanks, dispensers, piping or associated equipment or waste disposal.
- ☐ Provision of access to the Project site for construction, observation and inspection during normal business hours.
- ☐ Compensation is based on providing five (5) field days for sampling activities if required, and three (3) meetings with WILCO.

Exclusions:

The following activities are excluded from the above described Additional Services:

- ☐ Costs do not include geotechnical inspections including: concrete testing, density and proctor testing for material backfill and compaction or rebar inspection.
- ☐ Design and oversight of unknown issues (such as relocation of utilities) that will not be required.

Schedule for the above Additional Services shall be as follows:

- Equipment mobilization, dispensers and card reader removal – 1 day
- ☐ Bollards, island, forms and concrete removal – 1 day
- ☐ Stockpile removed pea gravel and soil. Collect stockpile soil samples – 1 day
- ☐ Vacuum and power wash tanks – 1 day
- ☐ Fire Marshall inspection, collection of samples during tank removal – 1 day
- ☐ Backfill tank hold – 1 day
- ☐ Collect samples under lines during tank removal – 1 day
- ☐ Oversight of excavation, removal and disposal of piping – 1 day
- ☐ Demobilization – 1 day

Exhibit “A”
Scope of Additional Services

Design and Installation Oversight of the Liquefied Petroleum Gas (LPG) Propane Tank Relocation Additional Services

Task 1: LPG Propane System Design

Design a LPG propane system in accordance with the Railroad Commission of Texas (RRC) regulations under the Texas Administrative Code (TAC), Title 16, Part 1, Chapter 9 “LP-Gas Safety Rules” and National Fire Protection LPG Propane Tank System Relocation, Association’s Liquefied Petroleum Gas Code (NFPA 58 - 2008 edition) and National Fuel Gas Code (NFPA 54 – 2006 edition). The LPG Propane tank system will include the existing (2,000 gal.) AST with new underground LPG piping that lead to one (1) dispenser pump. SSCI will provide a Texas-licensed Professional Engineer to design one (1) relocation of the LPG Propane System. The LPG propane system installation activities will be performed by a contractor selected by the Williamson County and directly contracted with Williamson County. Specifically, the scope of Additional Services will include the following items:

- ☐ Provide drawings for design and specification of the piping for the LPG propane tank system.
- ☐ Provide drawings for design and specification for LPG propane dispenser.
- ☐ Provide drawings for design and specification for cathodic protection system for LPG propane piping.
- ☐ Observe contractor personnel activities and work products during relocation of LPG propane tank system.
- ☐ Review and understand construction project contract documents and schedule during removal.
- ☐ Create and provide written field reports of construction activities and inspection results, accompanied by photographs of construction work in progress while on-site.
- ☐ Review contractor submittals, check materials and work for compliance with the design documents.
- ☐ Maintain active field reports and approved submittals on-site.
- ☐ Review and advise of work quality issues on a daily basis, if required.

Assumptions:

The scope of Additional Services described herein includes the following assumptions:

- ☐ The installation of a LPG system during construction activities is not included in the scope of Additional Services.
- ☐ Approval of the site specific Health and Safety Plan (HASP) is not required prior to commencement of field activities.
- ☐ Costs do not include removal or relocation of the tank, dispensers, piping or associated equipment or waste disposal.
- ☐ Access to the Project site for construction, observation and inspection during normal business hours.
- ☐ The compensation for the above described Additional Services is based on providing design

Exhibit "A"
Scope of Additional Services

and drawings for one (1) relocation, one (1) redesign if required, and two (2) meetings with the County.

Exclusions:

The following activities are excluded from the scope of Additional Services:

- ☐ Costs do not include LPG Propane System Tank Pad Design and/or LPG Propane Tank Pad Sizing.
- ☐ Costs do not include LPG Propane Bollard and Impact Barrier Design and/or Sizing.
- ☐ Costs do not include installation oversight of LPG propane tank pad or bollard impact protection system.
- ☐ Costs do not include Structural or Electrical Engineering.

The schedule for the above described Additional Services shall be as follows:

- BLGY Authorization to Begin Work - 1 day
- Engineer - Not Available - 2 days
- Review Project Engineering Scope - 1 day
- Engineer - Not Available - 3 days
- Develop Schematic Design - 4 days
- WILCO Review of Schematic Design - 1 day
- Engineer - Not Available - 4 days
- DD Drawing Update - 2 days
- CD Design Complete - 1 day
- Write Specification Based on Approved CD Drawing and Design - 5 days
- WILCO Specification Review - 2 days
- Engineer - Not Available - 2 days
- Specification Update - 2 days
- Engineer Seal and Signing - 1 day
- Deliverables - CD Set Sent Out - 1 day

Commissioners Court - Regular Session**22.****Meeting Date:** 06/14/2016

Williamson County Expo Center P418 - Change Order 12

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 12 from Flintco LLC in the amount of \$68,925.00.

Background

This change order is for the acceptance of Alternate # 4, Existing Arena Renovations, to paint the exposed red iron in the existing arena structure. This change order also accepts various credits from Subcontractors and includes costs for additional concrete work per the direction of Oncor Electric and the A/E Team.

Fiscal Impact

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

Attachments[Expo Center Change Order 12](#)[Expo Center Budget](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 10:52 AM

Started On: 06/09/2016 10:38 AM



Change Order Request

Williamson County Expo Center

210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC**Project # 15035****Change Order Request: 012****Date: 6/8/2016**

To: Dale Butler
Williamson County Texas
3101 SE Inner Loop
Georgetown, TX 78626

From: David Freisner
Flintco, LLC
8100 Cross Park Dr.
Austin, TX 78754-5249

Description	Category	Status
OCO 012 - Paint Existing Arena Structure & Additional Scope Increases		New

Reference	Required By	Days Req	Amt Req
	6/15/2016	0	\$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
040	6/8/2016		\$0.00	0		

Painting Existing Arena Structure (Red Iron) & Additional Scope Changes

Item No	Item Description	Amt Prop	Reference
001	Cherry Painting Added Scope to Paint Existing Structure (Red Iron)	\$65,761.00	
002	Baker Drywall Credit for Alternate Stud Material	\$(3,500.00)	
003	Keystone Added Scope For Transformer Enlarged Pad and Footings COR 12	\$3,082.00	
004	Keystone Added Scope For Additional Covered Penning Wind Bracing Column Footings	\$6,482.00	
005	Alpha Waterproofing Deduct of Cover Plates issued in RFI 92	\$(3,150.00)	
006	Oakridge Builders Added Scope to completely grout fill joint discussed in RFI 92 in lieu of cover plate	\$250.00	
007	Funding From Buyout Savings	\$(68,925.00)	

Flintco, LLC

CONTRACTOR

8100 Cross Park Dr.
Austin, TX 78754-5249

Address

By

SIGNATURE

DATE

Williamson County Texas

OWNER

3101 SE Inner Loop
Georgetown, TX 78626

Address

By

SIGNATURE

DATE



Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Project # 15035

Flintco, LLC
Tel: Fax: 15035

Taylor, TX 76574

PCO #: 040 **6/8/2016** **Painting Existing Arena Structure (Red Iron) & Additional Scope Changes** **New**

Category	Reason	Reference	COR Number	PCCO Number
----------	--------	-----------	------------	-------------

Notes	Revenue Code
-------	--------------

		Estimate		Proposed		Approved		Applied
Requested Days:	0	Budget:	\$0		\$0		\$0	\$0
Approved Days:	0	Cost:	\$0		\$0		\$0	\$0
General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - CHEPAI - 000.099000.S	6/15/2016		Budget:	Pend Rev	\$65,761	\$65,761	\$65,761	\$65,761
Cherry Painting Added Scope to Paint Existing Structure (Red Iron)			Cost:	Pend Commt	\$65,761	\$65,761	\$65,761	\$65,761
002 - BAKDRAU - 000.092000.S	6/15/2016		Budget:	Pend Rev	-\$3,500	-\$3,500	-\$3,500	-\$3,500
Baker Drywall Credit for Alternate Stud Material			Cost:	Pend Commt	-\$3,500	-\$3,500	-\$3,500	-\$3,500
003 - KEYCO - 000.030000.S	6/15/2016		Budget:	Pend Rev	\$3,082	\$3,082	\$3,082	\$3,082
Keystone Added Scope For Transformer Enlarged Pad and Footings COR 12			Cost:	Pend Commt	\$3,082	\$3,082	\$3,082	\$3,082
004 - KEYCO - 000.030000.S	6/15/2016		Budget:	Pend Rev	\$6,482	\$6,482	\$6,482	\$6,482
Keystone Added Scope For Additional Covered Penning Wind Bracing Column Footings			Cost:	Pend Commt	\$6,482	\$6,482	\$6,482	\$6,482
005 - ALPIN - 000.071000.S	6/15/2016		Budget:	Pend Rev	-\$3,150	-\$3,150	-\$3,150	-\$3,150
Alpha Waterproofing Deduct of Cover Plates issued in RFI 92			Cost:	Pend Commt	-\$3,150	-\$3,150	-\$3,150	-\$3,150
006 - ORC - 000.017123.S	6/15/2016		Budget:	Pend Rev	\$250	\$250	\$250	\$250
Oakridge Builders Added Scope to completely grout fill joint discussed in RFI 92 in lieu of cover plate			Cost:	Pend Commt	\$250	\$250	\$250	\$250
007 - WILCO - 000.975700.M	6/15/2016		Budget:	Pend Rev	-\$68,925	-\$68,925	-\$68,925	-\$68,925
Funding From Buyout Savings			Cost:	Pend Commt	-\$68,925	-\$68,925	-\$68,925	-\$68,925



Potential Change Orders
Detailed, Grouped by Each Number



CONTINUATION SHEET

Painting

Nº 15035.099000

Project: Williamson County Expo Center

Cost Code: 099000

Location: 210 Carlos Parker Boulevard Taylor, TX

Date: 1/25/2016

b. Seal concrete floors in all mechanical and electrical areas.

13. Subcontractor shall provide a competent person in scaffolding during the scaffold operations to insure safety requirements are being strictly adhered to.
14. Subcontractor shall provide additional ventilation equipment to adequately move fresh air through areas where worker exposure requires it.
15. Subcontractor shall inspect each surface to receive paint and identifying, in writing, any and all unsatisfactory conditions that require corrective action. Start of painting will be construed as acceptance of surface(s) within that area.
16. Subcontractor shall clean all substrates of substances which could impair the bond of the various coatings. All cleaning and surface preparation work should be in accordance with the manufacturer's written instructions for each substrate condition.
17. Subcontractor shall provide barrier coat(s) over incompatible primers.
18. Subcontractor shall determine alkalinity and moisture content of all surfaces prior to application coatings by performing appropriate tests. Subcontractor is responsible for correcting sufficiently alkaline surfaces prior to coating application.
19. Subcontractor will clean all work in areas with exposed ceilings with mineral spirits to make ready for paint.

CHANGE MARK-UPS:

1. Allowable mark-up on additive and deductive change orders in accordance with bid rates as shown below:

- a. Changes **Less Than or Equal to (\leq) \$10,000**
 - i. Overhead & Profit (%)..... 10%
- b. Changes **Greater Than \$10,000, but Less Than (\leq) \$20,000**
 - ii. Overhead & Profit (%)..... 10%
- c. Changes **Greater Than or Equal To (\leq) \$20,000**
 - iii. Overhead & Profit (%)..... 10%

ALTERNATES:

1. Alternate Bid #1: Covered Penning Building\$29,298
2. Alternate Bid #2: East Concessions Building\$13,981
3. Alternate Bid #3: Covered Expo Storage Buildings & Wash Bay\$33,989
4. **Alternate Bid #4: Existing Arena Renovations.....\$65,761**
5. Alternate Bid #5: Manure Management Area..... Not Applicable
6. Alternate Bid #6: Fans & Existing Arena Not Applicable
7. Alternate Bid #7: Fans & Covered Expo Not Applicable
8. Alternate Bid #8: Fans @ Enclosed Expo Not Applicable
9. Alternate Bid #9: Not Used Not Applicable
10. Alternate Bid #10: 6" Slab-on-Grade @ Covered Expo Not Applicable
11. Alternate Bid #11: Not Used Not Applicable
12. Alternate Bid #12: Omit Site Ribbon Curbs Not Applicable
13. Alternate Bid #13: Omit Ribbon Curbs & Gutters..... Not Applicable
14. Alternate Bid #14: Chain Link Fencing & Gates @ Main Entry\$250
15. Alternate Bid #15: Monument Sign Not Applicable
16. Alternate Bid #16: Transformer Screen\$301
17. Alternate Bid #17: West Road Extension to Bill Picket Not Applicable

David Freisner

From: Dale Butler <dbutler@wilco.org>
Sent: Thursday, June 02, 2016 3:15 PM
To: David Freisner; Randy Bell
Cc: 'Bill Bourne'; Mike Smith; Ricky Galloway
Subject: RE: Wilco Expo Interior Stud Clarification

David,

Please proceed with the installed item.

Thank You,

Dale Butler

Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512-943-1609
C: 512-658-3925

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: David Freisner [mailto:DFreisner@flintco.com]
Sent: Thursday, June 02, 2016 2:21 PM
To: Dale Butler <dbutler@wilco.org>; Randy Bell <randybell@wilco.org>
Cc: 'Bill Bourne' <Bill.Bourne@populous.com>; Mike Smith <MSmith@flintco.com>; Ricky Galloway <RGalloway@flintco.com>
Subject: Wilco Expo Interior Stud Clarification

Dale/Randy,

See the attached Metal Stud Product Data and the below verbiage from the Drywall Contractor regarding the studs:

I have found that we have sent studs and track different than what was submitted out to the project for the interior framing. We submitted Pro Stud 33 mil with a G-60 coating per the Spec and we have sent Viper Stud 20ga equiv. out to the project. Pro Stud and Viper Stud are Brand Names by competitors Clark Dietrich and Cemco. The material I sent will meet every performance Spec in terms of limiting heights and wall deflection criteria listed in the Spec, however, it is not a true equal of what we submitted. I am proposing a credit to the Owner for the difference in price of the 2 materials in order to get their blessing on what we have already began installing on the project. This only affects the interior metal studs, the exterior studs are exactly what is Speced. This is the result of a simple error on my order by calling the studs 20ga in lieu of Structural 20ga. We almost never use Structural 20ga on projects because it has a longer lead time and none of our suppliers carry it in stock. The G-40 coated Viper Stud and Pro Stud 30 are what we use on 99% of our interior framing and I can show that it will meet the Owners every need. I have attached my original PO to my supplier and the e-mail below is the current day pricing on both materials. The 8" studs on the order meet the G-60 and 33 mil Spec as they are Structural 20ga, and the Slotted Slip Track is the correct product as well. I have totaled up the linear

feet of the 6" studs and track, as well as the 3-5/8" studs to come up with 8,450' lf of material. The price difference shown below is \$0.305 per foot, which equates to a delta of \$2,577.25.

I would like to offer the Owner a \$3,500.00 deduct to keep the studs we have in place.

The alternative is to tear down what we have built already and re-order the other studs and re-build. This, unfortunately would greatly impact momentum and the project schedule. Please advise me on how to proceed. I am very sorry for any negative impact this has caused on the project.

I ran this past Bill and he stated the materials were acceptable to install, but not equal so he wanted The County to decide. Please let me know the decision by close of business today if at all possible so we can continue working on the framing tomorrow.

Best Regards,

David Freisner, AC
Assistant Project Manager // Flintco, LLC
512-761-2050 (c) // 512-822-7364 (p)
www.flintco.com

Confidentiality Notice - This electronic message may contain confidential information intended for the recipient only. If you are not the intended recipient of this message, please disregard its contents, and destroy the message, together with any electronic or other forms of it. We also ask you notify the sender if you have received this message in error.

Wiley Evers PCO 040 - Painting Existing Access Structures (Rail Issues) & Additional Access Chambers - For Approval



KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:

David Freisner, Ricky Galloway
Flintco, LLC

Date:

May 10, 2016

From:

John Miles
Keystone Concrete Placement

Project:

Williamson County Expo Center

Change Request #12

Transformer Pads

Keystone Concrete Placement's Work:

Establish final design for transformer pad - to be NCOR 750-1000 Radial kVa with 4 piers, per ONCOR design specification. Add 1 additional electrical pad for equipment, approx. 17' x 4' x 6" thick with #4 @ 12" ocev.

Labor:	\$	1,366
Materials:	\$	1,558
Equipment:	\$	996
Overhead & Profit:	10%	\$ 392
Credit Original Transformer Pad	\$	(1,230)

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.

Note: Includes Spoils haul-off.

Note: Water to be made available during concrete work.

Note: Work during normal business hours, no overtime.

Total Change Request: \$ 3,082

Please sign and return this form to authorize said work to proceed.

Printed Name

Title

Signature

Date

Thank you,

John Miles

Project Manager

Keystone Concrete Placement



KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:

David Freisner, Ricky Galloway
Flintco, LLC

Date:

May 23, 2016

From:

John Miles
Keystone Concrete Placement

Project:

Williamson County Expo Center

Change Request #13

Penning Area Footings

Keystone Concrete Placement's Work:

Adjust footings and modify pilaster sizes at footings at grid lines 6/AD, 6/AC, 2/AD, 2/AD and add #3 hairpin rebar to encapsulate anchor bolts. Redig footings, remove and reset rebar at grid lines 5/AA and 3/AA. All work done due to structural steel anchor bolt drawings not matching structural foundation layout. Grade beams and footings already dug and reinforcing installed prior to anchor bolt drawings provided and conflicts discovered.

Labor:	\$	5,640
Materials:	\$	54
Equipment:	\$	198
Overhead & Profit:	10% \$	590

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.

Note: Excavation of rock not included.

Note: Water to be made available during concrete work.

Note: Work during normal business hours, no overtime.

Total Change Request: \$ 6,482

Please sign and return this form to authorize said work to proceed.

Printed Name _____

Title _____

Signature _____

Date _____

Thank you,

John Miles

Project Manager

Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 5/23/2016

Project Name: Williamson County Expo Center
Description of Change: Penning Area Footings

Adjust footings and modify pilaster sizes at footings at grid lines 6/AD, 6/AC, 2/AD, 2/AD and add #3 hairpin rebar to encapsulate anchor bolts. Redig footings, remove and reset rebar at grid lines 5/AA and 3/AA. All work done due to structural steel anchor bolt drawings not matching structural foundation layout. Grade beams and footings already dug and reinforcing installed prior to anchor bolt drawings provided and conflicts discovered.

Total Square Feet: 1
GRAND TOTAL: \$6,481

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
LABOR					
			Reg	OT	
Labor	51	HRS	\$ 33.42	\$ 50.13	\$ 1,704.42
Carpenter	68	HRS	\$ 43.40	\$ 65.10	\$ 2,951.20
Operator	3	HRS	\$ 38.59	\$ 57.89	\$ 115.77
Superintendent	13	HRS	\$ 66.83	\$ 100.25	\$ 868.79
135.0		LABOR TOTAL:			\$ 5,640.18
REINFORCING STEEL					
Reinforcing Steel	91	LBS	\$ 0.48	\$ 0.48	\$ 43.68
Threads/Lenton Terminators	0	LS	\$ 1,080	\$ 1,080	\$ -
Accessories	1	LS	\$ 10.00	\$ 10.00	\$ 10.00
		REINFORCING TOTAL:		NG TOTAL:	\$ 53.68
SPECIALTY/EQUIPMENT					
Mini-Ex	3	Hrs	\$ 66.00		\$ 198.00
		SPECIALTY TOTAL:			\$ 198.00
COST SUBTOTAL: Materials & Labor - Unit Price Items Not Incl. \$ 5,891.86					
OVERHEAD & PROFIT:				10%	\$ 589.19

Sub Total - Material & Labor **\$ 6,481.05**
Sub Total - Unit Pricing **\$ -**
TOTAL PRICE: **\$ 6,481.05**

Keystone Concrete Placement

35 County Rd. 150
Georgetown, TX 78626
Office: (512) 931-3033
Fax: (512) 931-0995

EXTRA WORK ORDER

PROJECT NAME <u>Williamson county expo center</u>	GENERAL CONTRACTOR <u>Keystone</u>
ADDRESS <u>210 carlos parker blvd Taylor tx</u>	KEYSTONE JOB NO. <u>49994</u>
CITY <u>Taylor</u>	EXTRA WORK STARTING DATE <u>Friday 05/13/16</u>

Description of Work – Wilco Expo PCO 040 - Painting Existing Arena Structure (Red Iron) & Additional Scope Changes - For Approval
Please describe in detail to enable the work to be priced.

Pending area
Relocation of the Footings between Grid lines
(6 and AD) (6 and AC) (12 and AD) (12 and AC) expanding
Forms moving rebar add 24 #3 2'9"
Due to an error in the structural
plans and bolts

Friday 13	4 carpenters	4 hours	total	16 h
	3 helpers	4 hours	total	12 h
Monday 17	4 carpenters	5 hours	total	20 h
	3 helpers	5 hours	total	15 h
	1 Foreman	5 hours		5 h
Material	24 #3	10'		

Re digging footings between grid lines (AA and 5)
(AA and 3) moving Forms moving rebar

1 Mini excavator	3 hours	total	3 h
1 operator	3 hours		3 h
4 carpenters	8 hours		24 h
3 labors	8 hours		24 h
1 Foreman	8 hours		8 h

Total Hours:
Helpers - 12+15+24 = 51 Hrs
Carpenters - 16+20+32 = 68 Hrs
Operator - 3 Hrs
Super - 5+8 = 13 Hrs

PLEASE NOTE: Extra work order must be signed before the work can be started,
since it is not part of the contract for this project.

Simon Carbajal osorio
Keystone Superintendent Name

Simon Carbajal osorio
Signature

05/20/16
Date

Mike Smith
General Contractor Superintendent Name

[Signature]
Signature

5-20-16
Date

PLEASE PRINT



ALPHA

INSULATION & WATERPROOFING, INC.

598 Greenhill Drive, Ste. C • Round Rock, Texas 78665 • Tel: (512) 873-7133 • Fax: (512) 873-7381

May 4, 2016

Via: Email

FLINTCO

David Freisner

SUBJECT: Expansion Joint Proposal

PROJECT: Williamson County Expo Center

Expansion Joint

Inclusions: Installation of Construction Specialties RFD 300 Series Joint at south elevation from new to existing concrete to concrete joint. Pricing includes 2 -15' joints (material is ordered in 20' stock lengths to prevent splicing in middle of joint)

Exclusions: Concrete patching, concrete cutting/grinding, and anything else not mentioned above.

\$3,150

Notes and Clarifications:

All materials are furnished and installed.

Sales tax is excluded.

OSHA 30 Certified.

Bond is not included; contact Alpha for job-specific pricing. Payment and Performance Bonds, if required, are as per bond forms AGC 606 (2004) and AGC 607 (2004).

We acknowledge a wage scale.

We self-perform 100% of our work.

The terms & conditions of this proposal and the scopes of work it contains are based on AIA-201A until contract negotiations have been finalized.

Proposal valid for 60 days unless otherwise noted.

We acknowledge Addm 1-4

Alpha Insulation & Waterproofing, Inc. is a Certified Minority Owned Enterprise

I would like to thank you for considering Alpha Insulation & Waterproofing. I will contact you shortly by phone to address any technical or scope questions you may have concerning the systems proposed above.

Page 1

"Contributing to YOUR success, one project at a time."

Sincerely,

ALPHA INSULATION & WATERPROOFING, INC.

Spencer Schneider

Operations Manager

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	\$867,750.00	\$ (867,750.00)	\$0.00	\$689,750.32
SOFT COST	\$622,113.50	\$ (229,471.15)	\$392,642.35	\$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	\$10,978,073.00	\$ (10,394,165.00)	\$583,908.00	\$3,417,225.00
SUBTOTALS	\$12,467,936.50	\$ (11,491,386.15)	\$976,550.35	\$4,232,719.60

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		\$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			(\$500,000.00)
	PCO#020 - Transfer to Owner Contingency			(\$400,000.00)
Construction Manager Contingency - Subtotal		\$1,125,458.00	\$0.00	(\$900,000.00)
Construction Manager Contingency - Total			\$1,125,458.00	\$225,458.00

Owner's Construction Contingency		\$253,228.00		
	PCO#011 - Transfer from CM Contingency			\$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			(\$24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			(\$489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			(\$14,579.00)
OCO#004	PCO#018 - Concrete Protection			(\$2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			(\$12,860.00)
	PCO#020 - Transfer from CM Contingency			\$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			(\$399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			(\$162,409.00)
OCO#007	Electrical Upgrades			(\$15,225.00)
OCO#008	NOT ACCEPTED			\$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			\$0.00
OCO#010	Additional Concrete at South End of Existing Arena			(\$7,316.00)
Owner's Construction Contingency - Subtotal		\$253,228.00	\$0.00	(\$227,592.00)
Owner's Construction Contingency - Total			\$253,228.00	\$25,636.00

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		\$462,602.00		
	PCO#010 - Removal of 6 Trees			(\$2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			(\$4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			(\$673.00)
OCO#007	Added Scope through ASI 005			(\$58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			(\$48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			(\$29,358.00)
Future Buyout Delta - Subtotal		\$462,602.00	\$0.00	(\$129,788.00)
Future Buyout Delta - Total			\$462,602.00	\$332,814.00

Commissioners Court - Regular Session**23.****Meeting Date:** 06/14/2016

Development Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a Development Agreement with Gardens at Mayfield, LLC regarding reimbursement for oversizing of detention pond for Arterial H.

Background

Fiscal Impact

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

Attachments

Gardens at Mayfield Development Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 10:52 AM

Started On: 06/09/2016 10:31 AM

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ DEVELOPMENT AGREEMENT

§ REGARDING

§ DETENTION POND

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and GARDENS AT MAYFIELD, LLC ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, the County and Developer desire to cooperate in construction of the oversizing of a detention pond to accommodate drainage detention from the construction of Arterial H; and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for construction of the Project, as hereafter defined.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is defined as the modification of a detention pond and associated appurtenances as shown in Exhibit "A", incorporated by reference into this Agreement.

C. **DEVELOPER'S OBLIGATIONS**

1. Developer shall construct the Project, which is estimated to cost \$353,342.50, as set forth in Change Request attached hereto as Exhibit "B", incorporated by reference into this Agreement.

2. Upon completion of the Project, Developer shall provide to the County written request for reimbursement, including proof of payment, at the address for notices set forth in Section E(6) of this Agreement.

D. **COUNTY'S OBLIGATIONS**

1. Within ten (10) days of receipt of Developer's written request for reimbursement, County shall pay to Developer an amount equal to 100% of the cost of the Project.

E. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:
County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626

Developer:
Gardens at Mayfield, LLC
Attn: David Blackburn
2088 Old Taylor Road
Oxford, MS 38655-5019

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by Developer only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

SIGNED as of this _____ day of _____, 2016.

(signatures on following page)


WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

Nancy Rister, County Clerk

GARDENS AT MAYFIELD, LLC

By: 
David Blackburn, as Manager

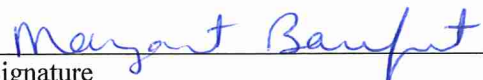
ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Mississippi

COUNTY OF Lafayette

This instrument was acknowledged before me on this 6 day of June, 2016, by David Blackburn, as Manager of Gardens at Mayfield, LLC whose name is subscribed to the preceding instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.




Signature

Margaret Barefoot
Printed Name

Notary Public, State of Texas

FILE: H:\Projects\1620 RU Allen\10913 Gorda of Mayfield Ranch\POND MODIFICATION\CAD\SHEETS\10913-POND MODIFICATION SHEETS.dwg LAYOUT: POND LAYOUT DATE: 06/15/2015 BY: COX/BELLETTE

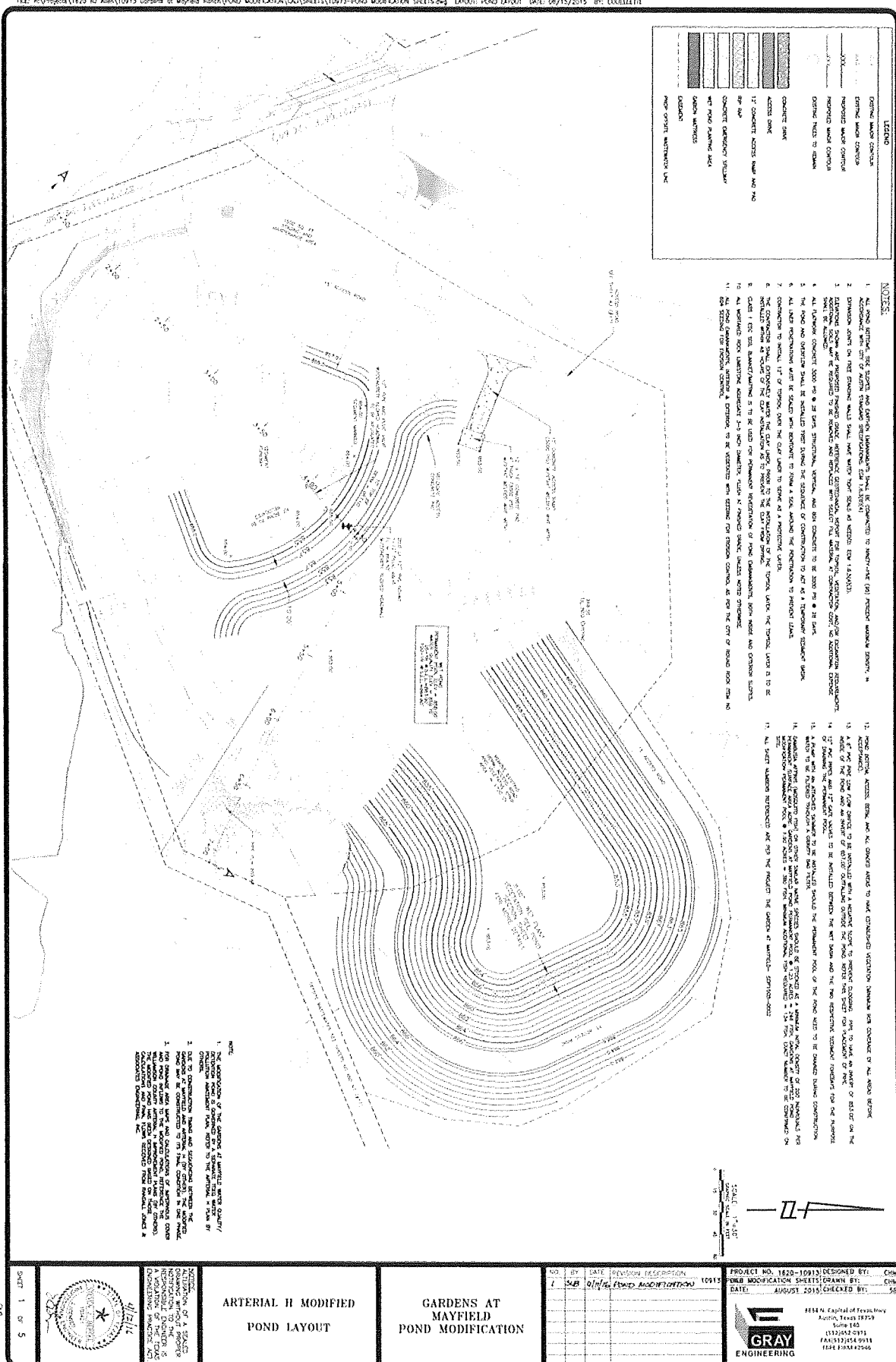


EXHIBIT A

\\E:\Projects\1000 R\1001 Gardens at Mayfield Pond\1001 POND MODIFICATION\1001 POND MODIFICATION SHEETS.dwg LAYOUT: POND SECTIONS DATE: 06/15/2015 BY: COULLETTE

CALCULATIONS FOR THE ORIGINAL WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT

FORELAY	Original	Proposed	Area	Volume	Capacity
Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 3 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 4 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 5 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 6 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 7 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 9 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

FORELAY	Original	Proposed	Area	Volume	Capacity
Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 3 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 4 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 5 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 6 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 7 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 9 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

FORELAY	Original	Proposed	Area	Volume	Capacity
Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 3 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 4 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 5 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 6 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 7 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 9 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

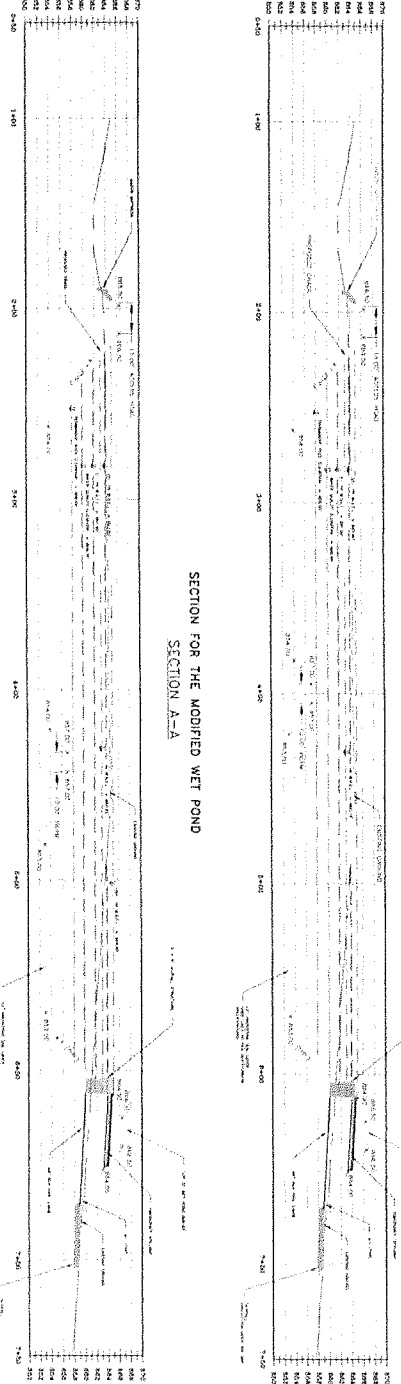
1. THE GARDENS AND LAKE ARE CALCULATED FOR THE ORIGINAL WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT.

2. THE GARDENS AND LAKE ARE CALCULATED FOR THE MODIFIED WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT.

3. THE GARDENS AND LAKE ARE CALCULATED FOR THE MODIFIED WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT.

SECTION FOR THE ORIGINAL WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT

SECTION A-A



CALCULATIONS FOR THE MODIFIED WET POND

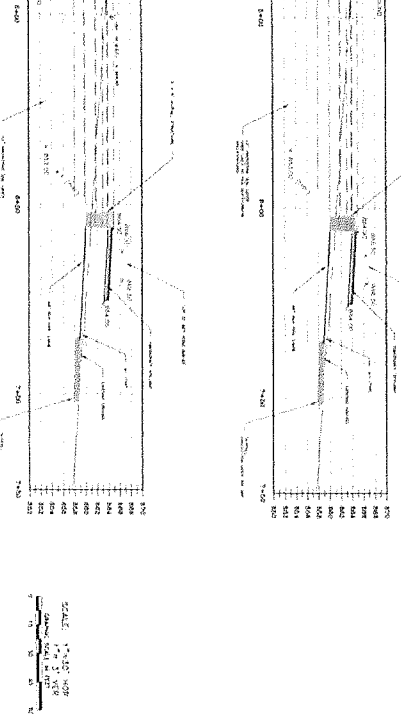
FORELAY	Original	Proposed	Area	Volume	Capacity
Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 3 (ft)	1.00	1.00	1.00	1.00	1.00
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Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 9 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

FORELAY	Original	Proposed	Area	Volume	Capacity
Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
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Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
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Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

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Stage 1 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 2 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 3 (ft)	1.00	1.00	1.00	1.00	1.00
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Stage 7 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 8 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 9 (ft)	1.00	1.00	1.00	1.00	1.00
Stage 10 (ft)	1.00	1.00	1.00	1.00	1.00

SECTION FOR THE MODIFIED WET POND AS PER THE GARDENS AT MAYFIELD SDFP-005-002 PROJECT

SECTION A-A



NO.	BY	DATE	REVISION DESCRIPTION
1	SLB	10/16	POND MODIFICATION

GARDENS AT MAYFIELD POND MODIFICATION

ARTERIAL H MODIFIED POND SECTIONS



SHEET 2 OF 5

FILE: H:\Projects\1620 RJ Allen\10113 Garden of Wayland Farm\FOND MODIFICATION\CA\1 SHEETS\10113-FOND MODIFICATION SHEETS.dwg LAYOUT: FOND DETAILS DATE: 08/15/2015 BY: CONJELITE

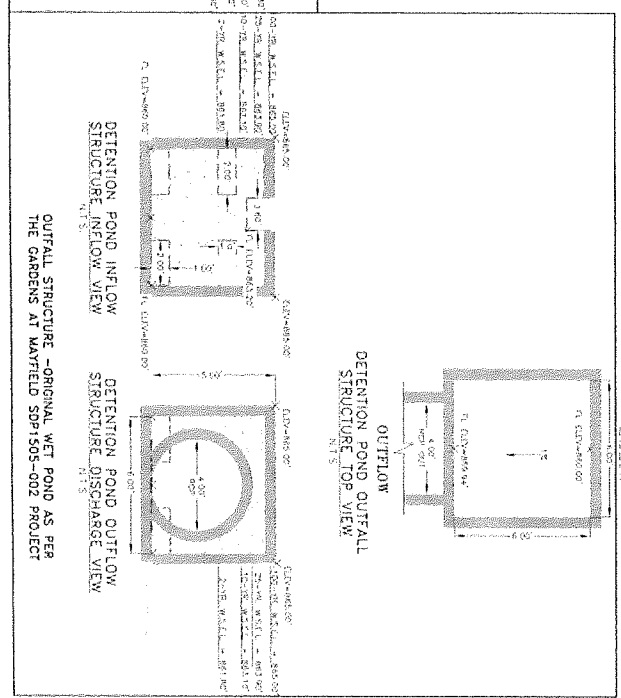
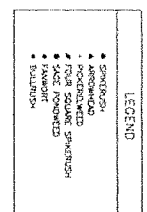
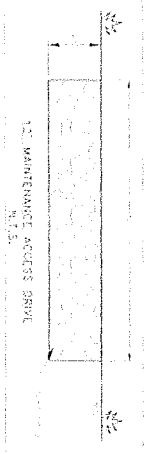
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EXHIBIT A

FILE: H:\Projects\1620 RJ Area\16913 Corridor of Mayfield Ranch\POD MODIFICATION\CAD\DWG\16913-POD MODIFICATION SHEETS.dwg LAYOUT: POND LNER (SHEET 2 OF 2) AND POND ACCESS ROAD DATE: 06/15/2015 BY: CDS/ELT



1. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.
2. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.
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4. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

1. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

TCEQ CALCULATIONS FOR THE ORIGINAL WET POND AS PER THE GARDENS AT MAYFIELD SPR1505-002 PROJECT

TCEQ Commission on Environmental Quality
TCEQ Permit Calculations (4-20-2009)

1. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

2. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

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4. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

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9. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

TCEQ CALCULATIONS FOR THE MODIFIED WET POND

TCEQ Commission on Environmental Quality
TCEQ Permit Calculations (4-20-2009)

1. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

2. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

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9. THE LOCATION OF THE POND, ACCESS DRIVE, AND POND ACCESS ROAD IS SHOWN BY A DOTTED LINE.

SHEET 5 OF 5



ARTERIAL H MODIFIED POND LNER, TCEQ CALC & ACCESS ROAD SPEC.

GARDENS AT MAYFIELD POND MODIFICATION

NO.	BY	DATE	REVISION	DESCRIPTION
1	CD	06/15/2015	1	INITIAL DESIGN

PROJECT NO. 1620-16913 DESIGNED BY: CHM
FILE MODIFICATION SHEETS BY: CHM
DATE: AUGUST 2015 CHECKED BY: SP

GRAY ENGINEERING
8814 Capital of Texas Hwy
Austin, Texas 78758
512.453.0315
512.453.0316
512.453.0317

EXHIBIT B

CHANGE
REQUEST

OWNER	<input checked="" type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>



PROJECT: Gardens at Mayfield	CHANGE ORDER NUMBER: 1
	DATE: 3/23/2016
CONTRACTOR: Cornerstone Site Services	ARCHITECT'S PROJECT NO:
	CONTRACT DATE: 2/10/2016
CO SCOPE: Pond Modifications Per Arterial-H Project	CONTRACT FOR: Site Earthwork & Utilities

The Contract is changed as follows:

Item	Description	QTY	UNIT	UNIT PRICE	Add / Deduct
<u>Pond Items</u>					
1	Clear & Grub	2	AC	\$ 2,500.00	\$ 5,000.00
2	Clay Excavation	2400	CY	\$ 2.25	\$ 5,400.00
3	Rock Excavation	8545	CY	\$ 10.50	\$ 89,722.50
4	Clay Liner (Wet Pond)	2100	CY	\$ 11.25	\$ 23,625.00
5	Top Soil (Protective Cover in Pond)	2100	CY	\$ 3.25	\$ 6,825.00
6	Wet Pond Aquatics	1	LS	\$ 10,060.00	\$ 10,060.00
7	15' Access Road	700	TN	\$ 9.75	\$ 6,825.00
8	Top Soil Outside of Wet Pond Area	330	CY	\$ 3.25	\$ 1,072.50
9	Revegetation	4230	SY	\$ 2.25	\$ 9,517.50
10	Haul Off	1095	LD	\$ 110.00	\$ 120,450.00
**Excludes: Erosion Matting, Void Mitigation					
<u>Culvert Items</u>					
11	Increased Culvert to 7x3	184	LF	\$ 255.00	\$ 46,920.00
12	Added 10x4 Junction Boxes	2	EA	\$ 13,560.00	\$ 27,120.00
13	Increased Headwall Size	1	LS	\$ 805.00	\$ 805.00
**Excludes: Crane for Lifting					

TOTAL THIS CHANGE ORDER

\$ 353,342.50

Not valid until signed by the Owner and Contractor.

The original Contract sum was	\$ 3,456,564.50
Net change by previously authorized Change Orders	\$ -
The Contract sum prior to this Change Order was	\$ 3,456,564.50
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 353,342.50
The new Contract Sum including this Change Order will be	\$ 3,809,907.00

The Contract Time will be (increased) by	(15) DAYS
The date of Substantial Completion as of the date of this Change Order therefore is	N/A

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives.

CORNERSTONE SITE SERVICES**N/A****GARDENS AT MAYFIELD, LLC**

Contractor

Engineer

Owner

BY Spencer Chaney

BY _____

BY _____

DATE 3/23/2016

DATE _____

DATE _____

Commissioners Court - Regular Session**24.****Meeting Date:** 06/14/2016

Seton Healthcare Family - Seton Cancer Screening Administrative Letter of Agreement

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider take appropriate action on authorizing the County Judge to execute the Seton Healthcare Family – Seton Cancer Screening Administrative Letter of Agreement for Mobile Mammography Services to be provided for covered members during the Williamson County Annual Benefit Fair that will be held on September 8, 2016 at the San Gabriel Community Center in Georgetown, TX.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSeton Administrative Letter of Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/08/2016 09:25 AM

Administrative Letter of Agreement for Mobile Mammography Services

May 20, 2016

Shelley Loughrey, PHR
Director of Benefits Administration
301 S/E Inner Loop, Suite 108
Georgetown, TX 78626

Dear Shelley,

This Administrative Letter of Agreement (“ALOA”) will confirm the terms and conditions under which Seton Healthcare Family Austin d/b/a Seton Cancer Screening will provide the following services to the female employees and spouses and dependents of employees (“employees” or “patient”) of Williamson County (“WILCO”) who are covered under WILCO’s employee health benefit plan, which is administered by AETNA Insurance (“insurer”).

Types of Service:

- Digital Screening Mammography

Dates: These services will be provided on September 8, 2016 at the San Gabriel Community Center, 445 E. Morrow Street, Georgetown, Texas and Mobil RV will be located on site from 8:00 a.m. to 4:00 p.m.

Description of Services: Attached as Exhibit A to this ALOA are sheets summarizing the services that Seton will provide. Seton reserves the right to refuse the services to any person, if in the reasonable judgement of the Seton staff, the services should not be provided to the person, if the person refuses to sign the required consent forms or ultimate responsibility for payment form, or for any other reason that does not conflict with non-discrimination provisions of an existing agreement between Seton and the insurer.

Cancellation of Service: Seton requires a minimum of 15 scheduled clients for mammography screening. If these minimums are not met by at least one week prior to the screening then Seton reserves the right to cancel the screening event. Seton will notify Shelley Loughrey, the contact representative of cancellation one week prior to the event.

Seton Personnel: Seton also represents and warrants that all Seton and Austin Radiological Association personnel providing services under this ALOA shall hold all appropriate federal, state, and local licenses and certifications to provide the services. Seton shall maintain general and professional liability insurance covering liability claims arising from the delivery of services.

No Discrimination: Seton shall provide the services without regard to any patient’s race, national origin, color, creed, religion, gender, sexual orientation, marital status, disability or age.

Confidentiality of Patient Information: Seton is required by law and regulation to maintain the confidentiality of all patient information, including without limitation name, address, Social

Security number and date of birth, and agrees to keep all such information in the strictest confidence. Seton shall not disclose any patient information to any third party without the written consent of the patient, or as may otherwise be allowed by law.

Fees: In consideration for providing these services, Seton Cancer Screening Program will be a preferred provider for screening mammography services through contractual agreement with the patient's health plan to provide mammography services. Rates will be determined through Seton Managed Care and appropriate discounts assigned per insurers agreements with Seton Healthcare. Patient's health plan will be invoiced within one month of services. Services provided by Seton Cancer Screening Program that do not have a reimbursement rate assigned in the agreement between insurer and Seton Healthcare will be reimbursed at seventy-five percent (75%) of billed charges.

Compliance with Law: The parties shall comply with all applicable federal, state, county, municipal and local laws, rules, codes, ordinances and regulations ("Laws") now or hereafter in effect at all times during the term of this ALOA, including without limitation the federal Mammography Quality Standards Act

Governing Law: Irrespective of the conflict of laws doctrine, this ALOA shall be governed in accordance with the laws of the State of Texas. Williamson County, Texas shall be the sole and exclusive venue for any proceeding between the parties that may be brought or arise out of this ALOA.

Conflict with Existing Agreement: If the services provided by Seton Cancer Screening are being reimbursed under the terms of an existing agreement between Seton Healthcare and the insurer, and if there is a conflict between the terms of the agreement and this ALOA, the terms of the Agreement will prevail.

If WILCO is in agreement with the terms of this ALOA, please indicate as such by signing below and fax or scan a copy back to me at 512-324-3374 as soon as possible. The signed original should be mailed back to me at Seton Cancer Screening, 1301 West 38th Street, Suite 703, Austin, TX 78705

Sincerely,

Dawn Parsons, RN, OCN
Clinical Manager Seton Cancer Screening

ACCEPTED AND AGREED BY _____

Print Name and Title: _____

Date: _____

Exhibit A

Description of Seton's Mobile Screening Mammography Services

- a. Seton's Mobile Mammography Unit is fully certified by the Texas Department of State Health Service and Mammography Quality Standards Act (MQSA). Furthermore our program is fully accredited by the American College of Radiology. Austin Radiological Association (ARA), the same group of specialized physicians who review all Seton Healthcare Network imaging studies, interprets all our mobile unit screening mammograms.
- b. The worksite / corporation / company at which the patients are screened are responsible for advertising the screening and takes responsibility for employee awareness of this program.
- c. Seton Cancer Screening (SCS) will provide all information for company advertisement and Seton Central Scheduling will schedule all appointments by phone at (512) 324-1199
- d. Seton Cancer Screening currently charges \$366.75 per screening mammogram. Actual reimbursement may vary based upon the patient's insurance plan benefits and any discount this insurance company has with the Seton Healthcare Family. This fee is also subject to change without notice.
- e. Women must meet the following American College of Radiology and American Cancer Society guidelines for screening mammograms: at least 40 years of age, no history of breast cancer, no synthetic breast implants, not currently breast feeding (must be at least 6 months post-breastfeeding), not currently pregnant and no possibility of being pregnant, at least one year since last mammogram, no breast difficulties such as distinct lumps, nipple discharge, redness, or enlarged breasts.
- f. When scheduling an appointment, patients must provide a referring physician, facility name and date of last mammogram, and insurance coverage plan.
- g. Women cannot wear powder or deodorant at the time of the screening.
- h. A qualified mammogram technologist will perform the digital screening mammograms (about 1 every 20 minutes). Therefore, approximately 21 patients can be screened in an 8-hour day. Seton Cancer Screening requires at least 15 patients for a screening event. If there are not at least 15 patients scheduled by at least one week before the screening, that screening day will be cancelled and clients as well as worksite coordinator will be notified.
- i. Seton Cancer Screenings Mobile Mammogram RV unit is 39 feet long and 12 feet 9 inches tall and requires ample parking space that is level in order to provide quality services safely. Site visits will be done prior to any new screening event to ensure appropriateness prior to the date of scheduled screening occurrence.
- j. Patient privacy and confidentiality will be respected throughout the exam. Permission for release of medical information will be obtained to assure proper follow-up.
- k. The mammograms will be interpreted by an ARA radiologist no later than five business days following the screening examination and will be compared with previous mammography films, if any, which are made available to Seton by the patient or her physician.
- l. A report will be mailed by ARA to the patient and her referring physician within 30 working days after the screening. *Any abnormal results will be faxed by ARA to the referring physician as soon as possible, usually within 7 working days after the screening.
- m. Seton Cancer Screening registered nurses (RN) will follow up all abnormal results by telephone calls to the patient to encourage discussion of the significance of the results with her physician (or linking her with one if she does not have a physician), following through with recommended diagnostic procedures, and answering any detection or potential treatment questions that she may have. These RNs will follow a client until it is certain that she has completed diagnostic follow-up, is under the care of a physician who will assure follow-up, or notified us that she does not intend to follow radiologist's recommendations. If she is

diagnosed with breast cancer, the Seton cancer screening nurses will assist the patient by referring her to a community treatment provider.

- n. Mammogram films, images and reports will be stored by Seton Cancer Screening for ten years following a screening per Mammography Quality Standards Act (MQSA) and Health Insurance Portability & Protection Accountability Act (HIPAA) regulations.

SETON CANCER SCREENING
Seton Healthcare Family
CONSENT FOR BREAST CANCER SCREENING AND PREVENTION

- ☐ I consent to a cancer screening assessment by a certified cancer screening nurse. This will involve a written and/or verbal risk analysis and a physical assessment of the breast. Referrals to physicians will be made when areas are identified that needs further screening or follow-up.
I understand that this assessment does not take the place of a physical examination by a physician.
- ☐ I consent to a screening mammogram. I understand and agree that the Seton Healthcare Family, their agents or employees are not liable for any incorrect diagnosis or any failure to diagnose cancer through these screenings.
- ☐ I do hereby authorize Seton Cancer Screening to obtain all information relative to the conditions, findings, diagnosis and prognosis that is contained in my health record from any Physician doing the follow-up for this screening.

PLEASE SEND RECENT MAMMOGRAM FILMS OR CD'S TO:

**Seton Cancer Screening
Medical Park Towers Building
1301 E. 38th Street, Suite 703
Austin, TX 78705**

- ☐ If for any reason my insurance is not in effect as of today, I will be billed, and agree to pay, for the full amount of this mammogram, which is \$366.75. Whatever portion is not paid by my insurance I will pay the amount stated as patient's responsibility. _____(Patient Initials)

☐ I have been given a copy of Henda's Law Notice. Initials: _____

☐ Acknowledgment of receipt of Privacy Notice. Initials: _____

DATE: _____

PRINTED NAME: _____ DOB: _____ SS # _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE _____

EMAIL: _____ SIGNATURE: _____

PHYSICIAN NAME: _____

PHYSICIAN PHONE: _____

ADDRESS: _____

WITNESS: _____

CERTIFICATE OF COVERAGE				Issue Date: 7/1/2015 Certificate #: AH 7836	
Producer Ascension Risk Services P.O. Box 46944 11775 Borman Drive, Suite 300 St. Louis, MO 63146 coi-credrequests@ascensionhealth.org		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded below.			
Covered Entity Seton Family of Hospitals 1345 Philomena Street Austin, TX 78723		Trust Plan Letter A Ascension Health Alliance Self-Insurance Trust Account			
COVERAGES					
This is to certify that the coverage listed below has been issued to the Covered Entity named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded as described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown are minimum liability limits required and may have been reduced by defense costs and paid claims.					
TRUST PLAN LTR	TYPE OF COVERAGE	TRUST PLAN	EFFECTIVE DATE	EXPIRATION DATE	MINIMUM LIABILITY LIMITS
A	General Liability <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made	#805 1522-0400	7/1/2015	7/1/2016	General Aggregate
					Products-Comp/Op Agg
					Personal/Advertising Injury
					Each Occurrence
					Med Exp (Any One Person)
					Unlimited
					Unlimited
					\$1,000,000
					\$1,000,000
					\$5,000
A	Professional Liability <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made	#805 1522-0400	7/1/2015	7/1/2016	\$1,000,000 Each Medical Incident Unlimited Aggregate
	Professional Excess Liability (Claims-Made Coverage)				Each Medical Incident
	Extended Reporting (Tail):		Effective Date: Retro Date:		
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL ITEMS: DBA University Medical Center at Brackenridge Limits are not pyramiding or stacking if more than one coverage applies to the same claim. Except where otherwise required by law, all insureds share the limits of liability.					
Certificate Holder		Cancellation Clause			
Seton Healthcare Family 1345 Philomena Street Austin, TX 78723		Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.			
		Authorized Representative <i>Sandra R. Boilte</i>			

Commissioners Court - Regular Session**25.****Meeting Date:** 06/14/2016

Contract revision between BBTCS and Williamson County regarding HealthCareLink Project

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the amendment to the Interlocal Agreement between Bluebonnet Trails Community Services and Williamson County regarding the HealthCareLink project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBBTCS contract revision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 01:14 PM

Started On: 06/09/2016 11:40 AM

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND BLUEBONNET TRAILS COMMUNITY MHMR CENTER REGARDING THE HEALTHCARELINK PROJECT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by the between WILLIAMSON COUNTY, TEXAS (“County”) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (“Bluebonnet”) which are political subdivisions of the State of Texas (collectively referred to as the “Parties” and individually referred to as the “Party”).

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, Bluebonnet is the Local Mental Health Authority for Williamson County, Texas and is the provider of mental health services for the citizens of Williamson County; and,

WHEREAS, in December, 2011 the federal Centers for Medicare and Medicaid Services (CMS) approved the State of Texas Medicaid Transformation Waiver under Section 1115 of the Social Security Act (Medicaid 1115 Transformation Waiver); and

WHEREAS, Bluebonnet is the funding agent for the intergovernmental transfer of funds supporting this Agreement under the Medicaid 1115 Transformation Waiver; and

WHEREAS, Bluebonnet and the County have collaborated to create a pilot project to be named “HealthCareLink” in order to divert persons from use of emergency services and improve the health of the residents in Williamson County, Texas.

WHEREAS, the HealthCareLink project was approved by CMS, the State of Texas Health and Human Services Commission and the County was notified of the approval as per a letter from CMS to the Texas Health & Human Services Commissioner’s State Medicaid Director. The specific project is listed in the letter as Unique Project ID 126844305.2.2 Project Option 2.31.1 and the description of the project is “use healthcare teams to identify high utilizers of emergency services and offer them proactive care in settings other than emergency departments”; and

WHEREAS, said pilot project is entirely dependent upon funding through successful accomplishment of outcomes under the Medicaid 1115 Transformation Waiver; and

WHEREAS, HealthCareLink staff will monitor the health of frequent users of emergency services in Williamson County by enrolling vulnerable persons, thereby producing

better health outcomes, and reducing the number of ambulance transports, visits to emergency departments, and hospital readmissions; and

WHEREAS, HealthCareLink paramedics will conduct in-home patient assessments and provide specific primary health care and preventative services, by acting through a physician's order and with a defined scope of practice; and

WHEREAS, HealthCareLink social workers will conduct in-home patient assessments and provide mental health and social services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. **TERM OF CONTRACT**

The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the end of term of the Medicaid 1115 Transformation Waiver funding, September 30, 2016 unless otherwise terminated pursuant to the terms of this Agreement.

2. **RESPONSIBILITIES OF COUNTY**

The responsibilities of County are outlined in **Attachment A**, which is attached hereto and incorporated herein by reference.

4. **RESPONSIBILITIES OF BLUEBONNET**

The responsibilities of Bluebonnet are outlined in **Attachment B**, which is attached hereto and incorporated herein by reference.

5. **ACCOUNTING**

County will provide supporting documentation for all expenses related to this Agreement to Bluebonnet. County is responsible for adherence to all financial and reporting obligations for which the entity is responsible.

Bluebonnet will manage the Medicaid 1115 Transformation Waiver funds supporting the HealthCareLink project including timely payment for services as indicated by this Agreement. Bluebonnet is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

6. **TERMINATION**

A Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ninety (90) calendar days prior to the termination of the Agreement.

7. **MISCELLANEOUS**

7.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

7.2 CONFIDENTIALITY OF INFORMATION. County and Bluebonnet will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

7.3 BUSINESS ASSOCIATE PROVISIONS. If either Party receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other Party's agents, authorized personnel, employees, representatives and/or staff members, or creates or receives any PHI on behalf of the other Party, the receiving Party shall maintain the security and confidentiality of such PHI as required of the other Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

7.3.1 Use of PHI. Neither Party shall use PHI other than as expressly permitted by this Agreement, or as required by law. However, each Party may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.

7.3.2 Disclosure of PHI. Each Party shall not disclose PHI to any other person (other than members of each Party's workforce), except as approved by the other Party in writing. Any such disclosure shall be made only upon written agreement between County and Bluebonnet, stating that each Party is bound by the provisions of this section. Each Party shall not disclose PHI to any member of its workforce unless such Party has advised such person of such Party's obligations under this section and of the consequences for such person and for such Party violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.

7.3.3 Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this Agreement. Each Party shall provide the other Party with such information concerning such safeguards as the other Party may from time to time request, and shall, upon reasonable request, give the other Party access, for inspection and copying, to the Party's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining the Party's compliance with this Agreement.

7.3.4 Accounting/Reporting of Disclosures. Each Party shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Each Party shall make such record available to the other Party on request. Each Party shall report to the other Party any unauthorized use or

disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.

- 7.3.5 Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, the other Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from the Party (or created or received by one Party on behalf of the other Party) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- 7.3.6 Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as the Party determines necessary to comply with such law or regulation. If the other Party disagrees with any such amendment, it shall so notify the requesting Party in writing within thirty (30) days of the requesting Party's notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement on written notice to the other.
- 7.3.7 Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require the breaching Party to submit to a plan of monitoring and reporting, as the non-breaching Party may determine necessary to maintain compliance with this Agreement, and such a plan shall become part of this Agreement; terminate this Agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.
- 7.3.8 Procedure upon Termination. Upon termination of this Agreement, each Party shall return to the other Party or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the Parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

7.4 **REPORTING OF UNUSUAL INCIDENTS.** Each Party will immediately report any emergencies, injuries or unusual incidents involving a patient to the other Party during business hours.

7.5 **INSPECTIONS.** Pursuant to Texas Health and Safety Code Section 534.061, County authorizes Bluebonnet and HHSC or their designees, including independent financial auditors, to have, within reasonable notice, unrestricted access to all Covered Client records, data and services associated with this Agreement, and to copy such records, data and information at no cost to the Bluebonnet, HHSC or their designees as necessary to enable Bluebonnet to audit, monitor, and review all financial and programmatic activities and services associated with this Agreement.

7.6 CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. County represents and warrants that certifications, licenses, accreditations and privileges for County employees are in good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement. Evidence of such certifications, accreditations, licensure and privileges will be submitted to Bluebonnet through the Bluebonnet credentialing process.

7.7 INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

7.8 SUBCONTRACTING. County will notify Bluebonnet of intent to subcontract services. Bluebonnet retains the right to screen and approve or disapprove County's choice of subcontractor.

7.9 REPRESENTATIONS.

County represents that:

- County is not held in abeyance or barred from the award of a federal or state contract;
- County employee licenses have not been restricted, revoked or suspended and, to the County's knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by County will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which County is a party or is otherwise subject to; and
- County and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

Bluebonnet represents that:

- Bluebonnet employee licenses have not been restricted, revoked or suspended and, to Bluebonnet knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by Bluebonnet will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Bluebonnet is a party or is otherwise subject to; and
- Bluebonnet and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

7.10 REPORTS OF ABUSE AND NEGLECT. County will report any allegations of abuse or neglect or exploitation of an individual to **(800) 647-7418** in accordance with applicable law, including rules of HHSC, the Department of Family and Protective Services, and the Department of State Health Services.

7.11 AIDS/HIV WORKPLACE GUIDELINES. County will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC and AIDS/HIV confidentiality guidelines consistent with state and federal law.

7.12 CRIMINAL HISTORY INFORMATION. County shall provide evidence of criminal history record information on the County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant to the Texas Health and Safety Code, Section 533.007 and Chapter 250; the Texas Government Code, Section

411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contract with consumers served by the County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

7.13 CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

7.14 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

7.15 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

7.16 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

7.17 NOTICE. Any notice given hereunder shall be in writing, and may be affected by a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

WILLIAMSON COUNTY

c/o COUNTY JUDGE

710 MAIN STREET, SUITE 101

GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES

c/o EXECUTIVE DIRECTOR

1009 NORTH GEORGETOWN STREET

ROUND ROCK, TX 78664

Address for notice may be changed at anytime by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

7.18 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

7.19 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the nonprevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

7.20 GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

7.21 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

7.22 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last Party's signature below.

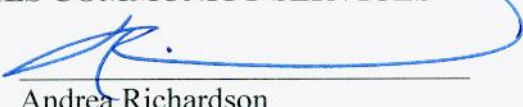
WILLIAMSON COUNTY, TEXAS

By: _____
DAN A. GATTIS
County Judge -
Williamson County, Texas

Date: _____

**BLUEBONNET TRAILS COMMUNITY
MHMR CENTER d/b/a BLUEBONNET
TRAILS COMMUNITY SERVICES**

Date: 6/9/2016

By: 
Andrea Richardson
Executive Director

ATTACHMENT A

RESPONSIBILITIES OF COUNTY

The pilot project, HealthCareLink, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County will hire one additional full-time Mobile Outreach Team (MOT) staff and three Paramedics and/or Registered Nurses as HealthCareLink staff for the sole purposes of addressing goals outlined in the Emergency Services Diversion (ESD) 1115 Waiver Plan Project #126844305.2.2 and providing the services required under this Agreement.
 - HealthCareLink staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County MOT member for the duration of the Medicaid 1115 Transformation Waiver.
 - HealthCareLink staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice Bluebonnet on a monthly basis according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and vehicles for HealthCareLink staff. County will ensure training to maintain professional licensure of staff.
- HealthCareLink staff will participate in scheduled discussions with Bluebonnet's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, Bluebonnet and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- HealthCareLink staff appointed to the professional peer review committee will participate in the privileged professional peer review process as described in Attachment B of this Agreement.
- HealthCareLink staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established by Bluebonnet through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.
- County understands funding through Bluebonnet is contingent upon County's compliance with the expectations unique to Bluebonnet's obligations in the successful reporting of outcomes resulting from Project #126844305.2.2.

ATTACHMENT B

RESPONSIBILITIES OF BLUEBONNET

As the intergovernmental transfer (IGT) agency responsible for overseeing the appropriate expenditure of the federal funds supporting the expectations of the Medicaid 1115 Transformation Waiver, Bluebonnet will:

- Ensure timely payments to County over the entire period of the Medicaid 1115 Waiver. For the purposes of this Agreement, funding through the Medicaid 1115 Waiver will end on September 30, 2016. The funds through this Agreement will not exceed \$1,060,965. Payments through the Delivery System Report Incentive Payments (DSRIP) program within the Waiver will be made within 30 days of receipt of invoice from County as follows:
 - Pay County a single payment of \$295,225 by September 30, 2013. This payment will fulfill the obligation for DSRIP Year (DY) 2.
 - Unless otherwise redirected by HHSC or CMS, pay \$21,800 per month until the following projected allocation for each subsequent DY is achieved for that year:
 - DY3 (10/01/2013 to 09/30/2014): \$248,990
 - DY4 (10/01/2014 to 09/30/2015): \$255,185
 - DY5 (10/01/2015 to 09/30/2016): \$261,565
 - Future payment structure will be determined in future amendments to this Agreement.
- Participate in scheduled discussions with County MOT Director to review the status of achievement of each of the expected outcomes of the Medicaid 1115 Transformation pilot project, ensuring the provision of services as outlined within the Medicaid 1115 Waiver project description and appropriate access to care for the persons served under this Agreement. Through data submitted by Bluebonnet, County and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this private healthcare information as noted within Sections 7.2 and 7.3 of this Agreement.
- Participate in the privileged process for professional peer review as defined within the Bluebonnet Professional Review Committee bylaws.

Keep County abreast of the status of, and any changes to, the HealthCareLink project under the Medicaid 1115 Transformation Waiver through routine communication during monthly Williamson County Mental Health Task Force meetings.

Commissioners Court - Regular Session**26.****Meeting Date:** 06/14/2016

Advertise Food and Drink Concessions Expo

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 proposals for Food and Drink Concessions for Williamson County Expo Center, RFP# 1606-089.

Background

This proposal is for food and beverage concession firms; trained, experienced, and qualified in providing professional food concession services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBid Pack Concessions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/08/2016 07:57 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Food and Drink Concessions Williamson Co. Exposition Center

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

Jul 12, 2016 3:00:00 PM CDT

**PROPOSALS WILL BE PUBLICLY
OPENED:**

Jul 12, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

Electronic proposals are requested, however paper proposals 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, Proposals and Proposal 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 RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ 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 Proposal Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Proposal.
- ✓ **Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Proposals will be publicly opened in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
- ✓ 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 RFP 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 1606-089

Food and Drink Concessions Williamson Co. Exposition Center

Bid Number 1606-089
Bid Title Food and Drink Concessions Williamson Co. Exposition Center

Bid Start Date In Held
Bid End Date Jul 12, 2016 3:00:00 PM CDT
Question & Answer End Date Jul 7, 2016 5:00:00 PM CDT

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

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 90 days
Pre-Bid Conference Jun 29, 2016 11:00:00 AM CDT
Attendance is optional
Location: Williamson County Exposition Center 210 Carlos G Parker Boulevard NW
Taylor, TX 76574

Bid Comments BID COMMENTS
FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY EXPOSITION CENTER

Williamson County is seeking proposals from food and beverage concession firms; trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

The following list includes all mandatory documents for this Proposal:

1. Proof of License and Permits
2. Sample Menu with pricing
3. Experience for past 5 years with comparable entities (startup facilities)
4. List of Equipment to be used on site
5. Staffing available for all events
6. Sample of volume of receipts from previous contracts
7. Verification of a Local Presence/Representation
8. Conflict of Interest Statement
9. RFP Affidavit
10. References – *complete the fill-able form or attach your list to line one.*

If delivering a paper bid the above listed documents must be completed in a sealed envelope and sent to:

Williamson County Purchasing
Attn: RFP#1606-089 Concessions Williamson Co. EXPO Center
901 South Austin Ave
Georgetown, TX 78626.

DO NOT ENTER PARTIAL BID IN BIDSYNC AND PARTIAL IN A PAPER DELIVERY.

CONTRACT ADMINISTRATOR

Clint Chitsey, General Manager EXPO Center (or successor) at 210 Carlos G Parker Blvd., Taylor Tx, 76574 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

FOR ADDITIONAL CONTRACT REQUIREMENTS TO AWARDED VENDOR SEE GENERAL CONDITIONS

Item Response Form

Item **1606-089--01-01 · ATTACH COMPLETED ALL REQUIRED DOCUMENTS HERE**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

Parks and Recreation

219 Perry Mayfield

Leander TX 78641

Qty 1

Description

ATTACH (UPLOAD) ALL REQUIRED DOCUMENTATION AND ANY ADDITIONAL INFORMATION YOU MAY WANT TO ADD TO THIS LINE ITEM.

Item **1606-089--01-02 · PERCENTAGE OF GROSS SALES AFTER TAXES**

Quantity **1 lump sum**

Unit Price

Delivery Location **Williamson County, Texas**

Parks and Recreation

219 Perry Mayfield

Leander TX 78641

Qty 1

Description

MINIMUM 20% PREFERRED

1. RESPONSE FORMAT AND SUBMISSION

1.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

1. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
2. The least amount of plastic/laminate or other non-recyclable binding materials
3. Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

1.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
5. Price Sheet
6. References: Identification of three (3) references within the last 4 years for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity
7. Conflict of Interest Questionnaire
8. Proposal Affidavit and Addenda Acknowledgement
9. Signature Page
10. Attach your entities Sample Contract

1.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

- a) Name and address of individual or business entity submitting the Proposal;
- b) Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c) Place of incorporation or organization, if applicable;
- d) Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
- e) Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
- f) The Respondent's Federal Employer Identification Number;
- g) A commitment by the Respondent to provide the services required by Williamson County;
- h) A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

If the Proposal 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 Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

1.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

1.5 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, Respondents 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 Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, 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 RFP. Similarly, any personal or business relationship between the Respondent, 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 Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents 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 Respondent must provide a Conflict of Interest Statement in accordance with this RFP.

1.6 Certificate of Interested Parties

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.

1.7 Ethics

The Respondent 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.

1.8 Delivery of Proposals

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, Proposals and Proposal 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 RFP, to:

Williamson County Purchasing Department Attn:

PROPOSAL NAME AND NUMBER

901 South Austin Avenue Georgetown,
Texas 78626

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

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** copy of the Proposal. Proposals 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 Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS

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 RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP. Be sure your Proposal package is complete.

2.2 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent 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 Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Respondents in receipt of this RFP 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 Proposals.

2.4 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

2.5 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent 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 Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent 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 Respondent 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 prior to contract award.

2.6 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

2.7 Economy of Presentation

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

2.8 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

2.9 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

2.10 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

2.11 Withdrawal of Proposal

The Respondent may withdraw its Proposal 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 Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.12 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. Respondent 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; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent 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 any RFP 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 requires Respondent to supply a list of at least three (3) references within the last 4 years where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years.

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 Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c) "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d) "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e) "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f) "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g) "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

3.3 TERMS AND CONDITIONS

3.3.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, 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 RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, 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.

3.3.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. 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 RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, 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 and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

3.3.3 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

3.3.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent 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 Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

3.3.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

3.3.6 Assignment, Successors and Assigns

The Successful Respondent 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 and their respective successors and permitted assigns.

3.3.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

3.3.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent 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 herein. 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 ninety (90) calendar day's written notice to Successful Respondent. 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 Respondent 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 the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, 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 Respondent.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal 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. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. 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 Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal 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 Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, 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 Respondent 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 Respondent reasonable advance notice of intended audits.

3.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, 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 Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

3.2.14 Indemnification

SUCCESSFUL RESPONDENT 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 RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'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 RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT 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 RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT 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 RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'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 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, RESPONDENT 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 RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL RESPONDENT'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL RESPONDENT AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED SUCCESSFUL RESPONDENT TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL RESPONDENT OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL RESPONDENT UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent'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 Respondent's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Respondent 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 County the right to direct the Successful Respondent 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 Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent 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 Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Respondent 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 RFP, 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 RFP, 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 RFP, 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 RFP, 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, religion, sex, 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
Max Bricka, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent: Address set out in Respondent's Transmittal Letter

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 (3rd) calendar day following mailing, whichever occurs first.

3.2.22 Sales and Use Tax Exemption

Williamson County is a 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 Respondent 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 Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein be incorporated by reference as if set forth verbatim herein.

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 RFP, 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 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 for which 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 of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

3.2.28 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.

3.2.29 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent 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 County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.31 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal 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 Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

3.2.32 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and 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 Respondent and County.

3.2.33 Survivability

All applicable agreements that were entered into between Respondent 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.

3.2.34 Payment

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 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 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 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 Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent 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:

- Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- County contract, Purchase Order, and/or delivery order number
- Identification of items or service as outlined in the Contract
- Quantity or quantities, applicable unit prices, total prices, and total amount
- 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.

3.2.35 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 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.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**GENERAL CONDITIONS
FOOD AND DRINK CONCESSIONS
FOR WILLIAMSON COUNTY EXPOSITION CENTER**

1. PURPOSE AND CLASSIFICATION

a) Purpose

Williamson County, herein after referred to as the County, seeks proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

b) Classification

The concession services will be performed at Williamson County Exposition Center located at 210 Carlos G Parker Boulevard NW, Taylor, TX 76574. The Williamson County Exposition Center contains a 15,000 square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, 1 all masonry concession facilities on the west side of the covered arena.

2. NO AGENCY RELATIONSHIP

It is understood and agreed that vendor shall not in any sense be considered a partner or joint venture with Williamson County, nor shall vendor hold himself out as an agent or official representative of Williamson County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Vendor shall be considered an independent contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this contract.

3. SCOPE OF WORK

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet the contract requirements. The contractor shall provide concession services as described herein and shall provide all labor, material, and equipment. The vendor shall provide clean, attractive, and safe areas for the locations described herein.

The vendor shall furnish and maintain all equipment necessary for the proper concession service of each location. The vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the vendor's expense. The vendor shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

The vendor shall obtain a Wine and Beer Retailer's Permit (BG Permit) with the Texas Alcoholic Beverage Commission for the designated "Arena" area. The vendor shall follow all regulations set forth by the Texas Alcoholic Beverage Commission. The vendor is also responsible for purchasing and posting the correct signage required by the Texas Alcoholic Beverage Commission. The vendor must obtain adequate liquor liability insurance coverage confirmed and submitted as required below.

Security is required for all events where alcohol is being served or sold. If the Licensee has an event that does not require security, the vender has the option of hiring needed security to sell alcohol. If the vender chooses not to hire security then the vender will not be allowed to sell alcohol at that particular event. 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.

The County reserves the right to provide additional concessions for up to three (3) events per year. The additional food and drink (non-alcoholic) concessions may be sold by the County, vendors, or its assignees.

The County will receive the fees or sales percentage from these concessions. Examples of the events for additional concessions include but are not limited to Williamson County Fair and Rodeo, Bar-B-Que Cook-off, Taylor Rodeo, etc. The additional concessions will not use the awarded vendor's concession facility. The awarded vendor will have the right to continue sales out of the concession facility for these special events.

4. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is the Date of Award through September 30, 2019, with an opportunity to renew for two (2), consecutive one (1) year periods.

5. ITEMS and PRICING

Items of sale will include but will not necessarily be limited to the following:

Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc. Beverage service including beer and wine, excluding liquor. No glass containers. Ancillary items may be specific to the operation such as caps, T-shirts, mugs, etc. All concession prices should be presented to General Manager for approval annually and at time of contract renewal.

Catering is not a part of the concessions contract. Catered events at the Williamson County Exposition Center will be handled under a separate contract with vendors from an Approved Catering List. Catered events with alcohol sales and service will be handled under a separate contract. Outdoor vending machines must be approved separately depending on suitability (type of products/price of products/cost to operate machines), and profit margin to County after considering cost of electricity etc.

Williamson County reserves the right to specify specific brands to be incorporated in the concessions according to sponsorship opportunities.

6. HOURS OF OPERATION

It is the intent of this concession contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general expo conditions. Some activities may require concessions to be open only during specific times. All other events will have specific operating hours for operational consistency, such as opening at least one hour before the event is scheduled to begin and remain open until the conclusion of the event.

The vendor will be required to provide adequate staffing for the concessions to serve the public in a prompt and courteous manner. The staffing level will fluctuate depending on the type of event and number of attendees.

7. NO ASSIGNMENT

The vendor may not assign this contract to another individual, company, or organization. The vendor may not assign to any subcontractors. It is highly preferred for the vendor to have a **local presence/local representation** to ease communication and management of the contract.

8. EMPLOYEES

Vendor covenants and agrees that it will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. Vendor shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

9. ACCOUNTING

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs. The reporting time for these reports will be the first day of each month through the

last day of each month. Money owed to the County as represented in each report will be due to the County by the 15th of each month. Late payments may result in termination of this contract.

All reports shall include:

- Name, address, and telephone number of concessionaire.
- County contract and proposal number.
- Identification of items purchased at concession stand.
- Quantity or quantities, total prices, and total amount.
- Check are payable to: Williamson County and are due no later than the 15th of each month.
- Check will be mailed to:
Williamson County Exposition Center
210 Carlos G Parker Boulevard NW
Taylor, TX 76574

10. MAINTENANCE

County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc. by the Vendor will be documented and charged back to the Vendor.

- a) County will pay for normal electric, gas and water utilities.
- b) Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- c) Housekeeping – Vendor shall clean the serving and window area, along with any picnic and surrounding areas directly related to their operation.

11. GENERAL

- a) Vendor must remain in compliance with all current and future health department regulations. The vendor must also provide a copy of all state, county and local health department certificates or permits that are required to sell food or drink to the public to the Williamson County Expo Center office at the time of award of contract.
- b) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during operating hours.
- c) Staff should be dressed appropriately, uniformed with identification to note name and the organization they represent.
- d) All concessions staff member must pass a criminal background screening check, to be performed and paid for by the vendor. Awarded vendor must be able to show proof of compliance.

The awarded vendor shall conduct background checks on all the permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to services beginning.

The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work to:

Clint Chitsey, General Manager EXPO
210 Carlos G. Parker Blvd
Taylor, TX 76574

In addition, the awarded contractor shall continue to submit background checks for any new employees prior to such new employee entering any Williamson County facilities. Replacement personnel shall have completed background checks conducted and approved by contract administrator before access to the facility is authorized.

- e) Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f) The Williamson County Exposition Center will inspect concessions regularly and will provide written results to the Vendor for information and any corrective action. Concession inspections will include but are not limited to general cleanliness, customer service, hours of operation, product appropriateness and freshness, organization, etc.
- g) The Vendor shall provide and maintain a menu sign that is posted in a conspicuous place. The menu sign shall list the prices of all items offered for sale, the hours of operation, and the telephone number for the Williamson County Exposition Center for comments. The design and location of the sign shall be subject to the approval by the General Manager of the Williamson County Exposition Center or his/her designee.
- h) The County reserves the right to operate a monitor inside the concessions for advertising purposes.

12. INSURANCE

Vendor, at vendor's own expense, shall provide and maintain the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M Best Company or otherwise acceptable to The County and name The County as an additional insured. The policies shall provide that they may not be cancelled or altered without at least thirty (30) days' prior written notice to The County.

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 <i>premises, completed and contractual</i>	\$1,000,000	\$1,000,000 <i>(including operations)</i>

Aggregate policy limits: \$2,000,000

- 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) Comprehensive liquor liability insurance (as to Vendors selling or serving alcohol)

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000 (including
Property damage	\$100,000	\$300,000
Aggregate policy limits	\$2,000,000	

Vendor, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Vendor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Vendor shall provide The County with insurance certificates evidencing compliance with the insurance requirements stated above.

13. PROPOSAL EVALUATION

The Proposals received will be evaluated on all of the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria.

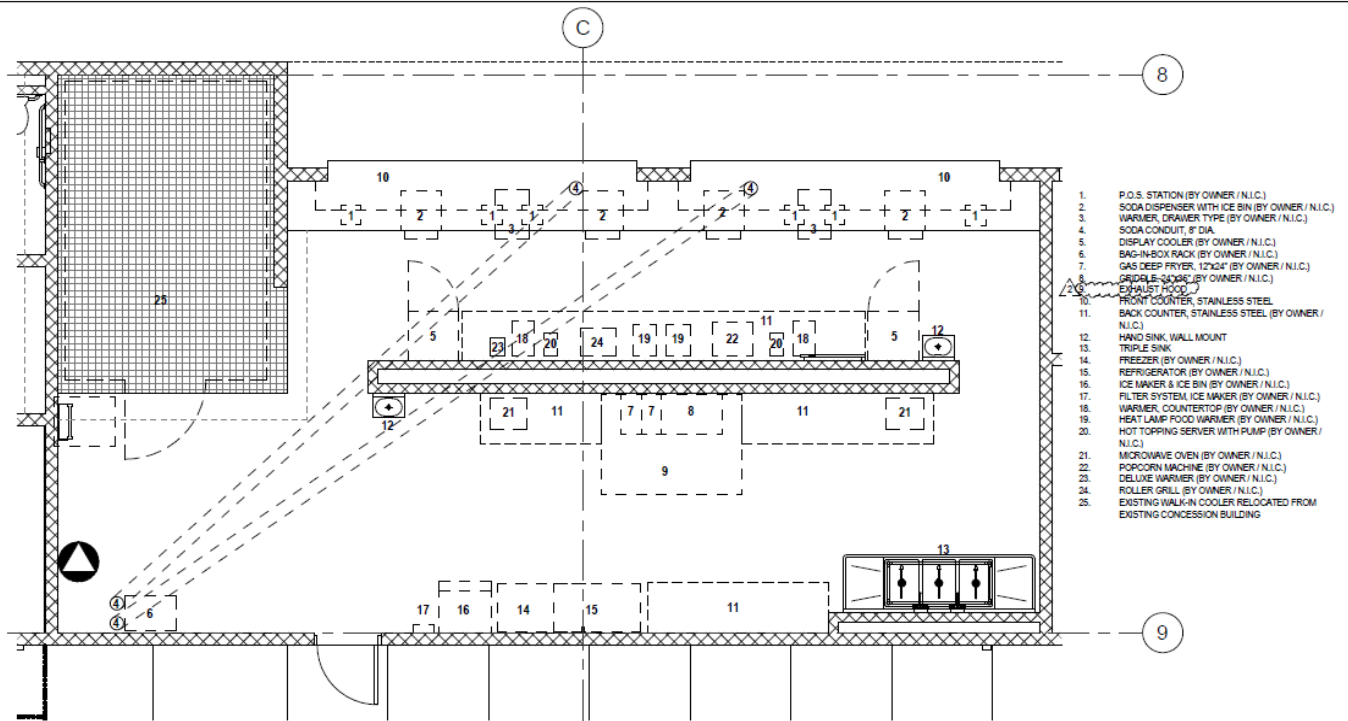
Percentage to County - % of gross sales after taxes (Minimum of 20% preferred) <i>Formula to rank percentage is: Vendor % ÷ Highest % amount x 12</i>	12 Points
Experience overall in Concessions Business in like size and type	5 Points
Experience associated with Start Up operations	5 Points
Equipment to be used (Quantity, Type, Age, Condition)	5 Points
Sample Menu with proposed pricing (Selection/Variety)	5 Points
Staffing for all Events (Assurance, Quantity, Flexibility)	5 Points
References (Will call at our discretion)	5 Points
Total Points Possible	42

5 Point Scale Scoring:

- 5 = Significantly Exceeds Requirements
- 4 = Marginally Exceeds Requirements
- 3 = Meets Requirements
- 2 = Marginally Meets Requirements
- 1 = Does Not Meet Requirements

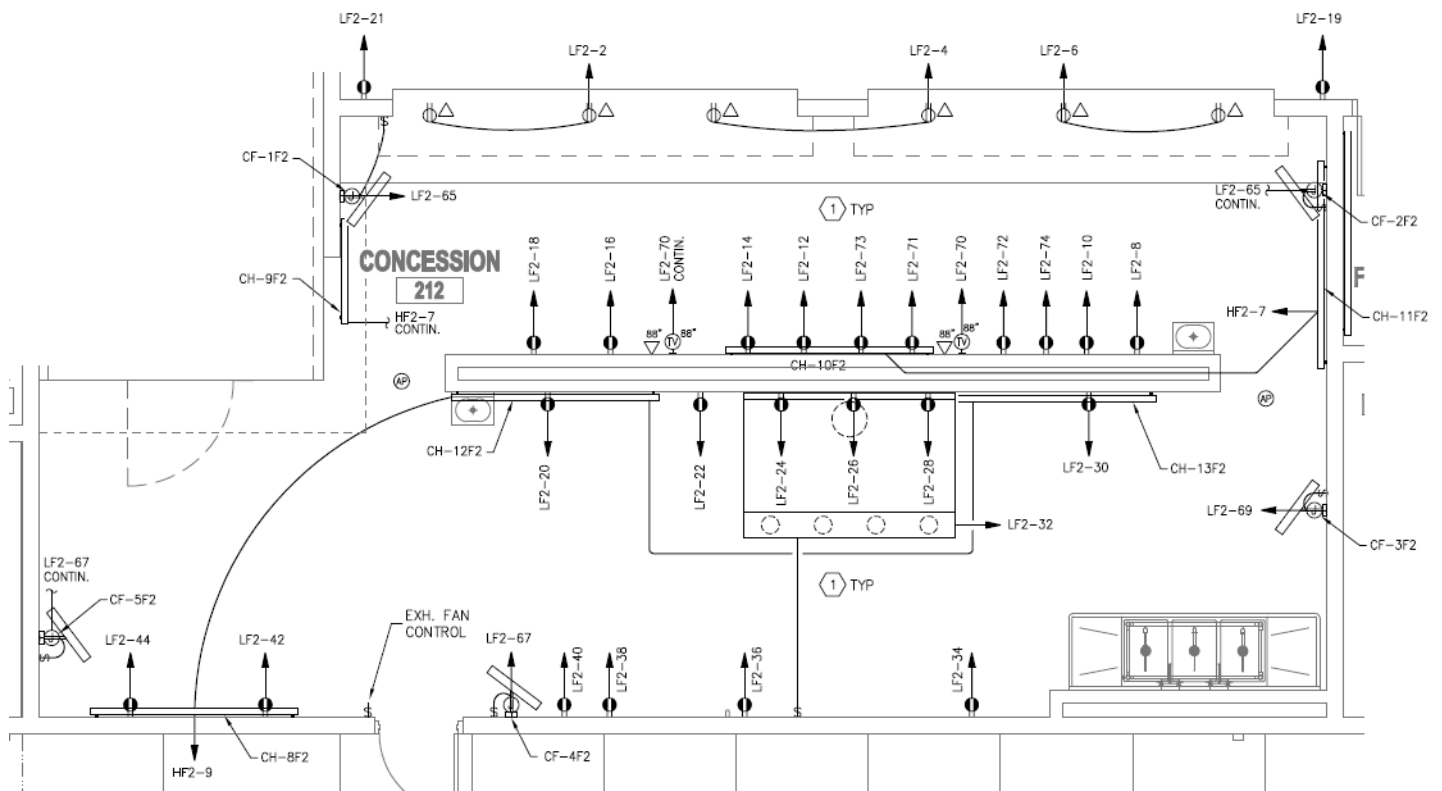
3 ENLARGED CATERING PREP

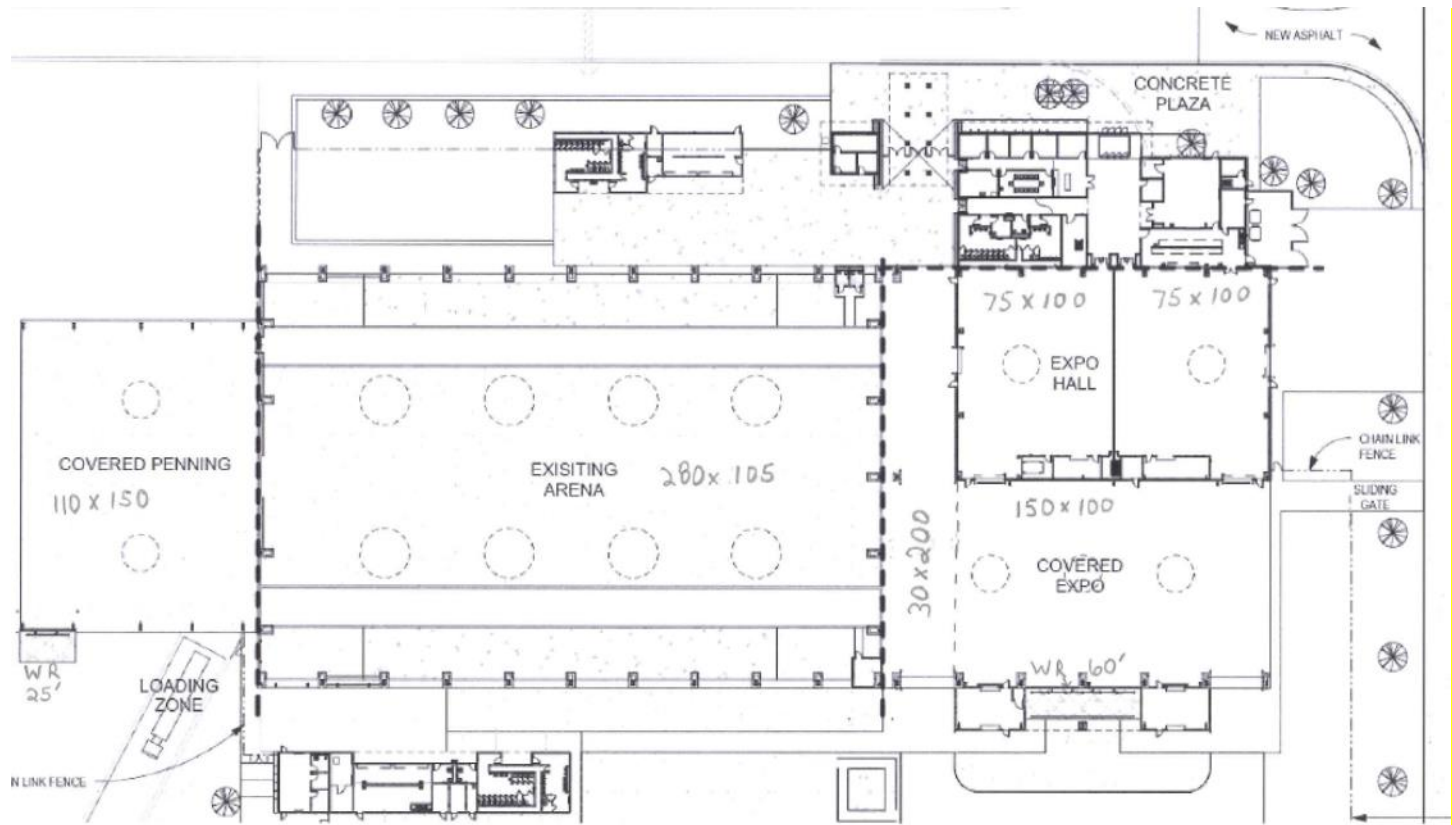
1/4" = 1'-0"

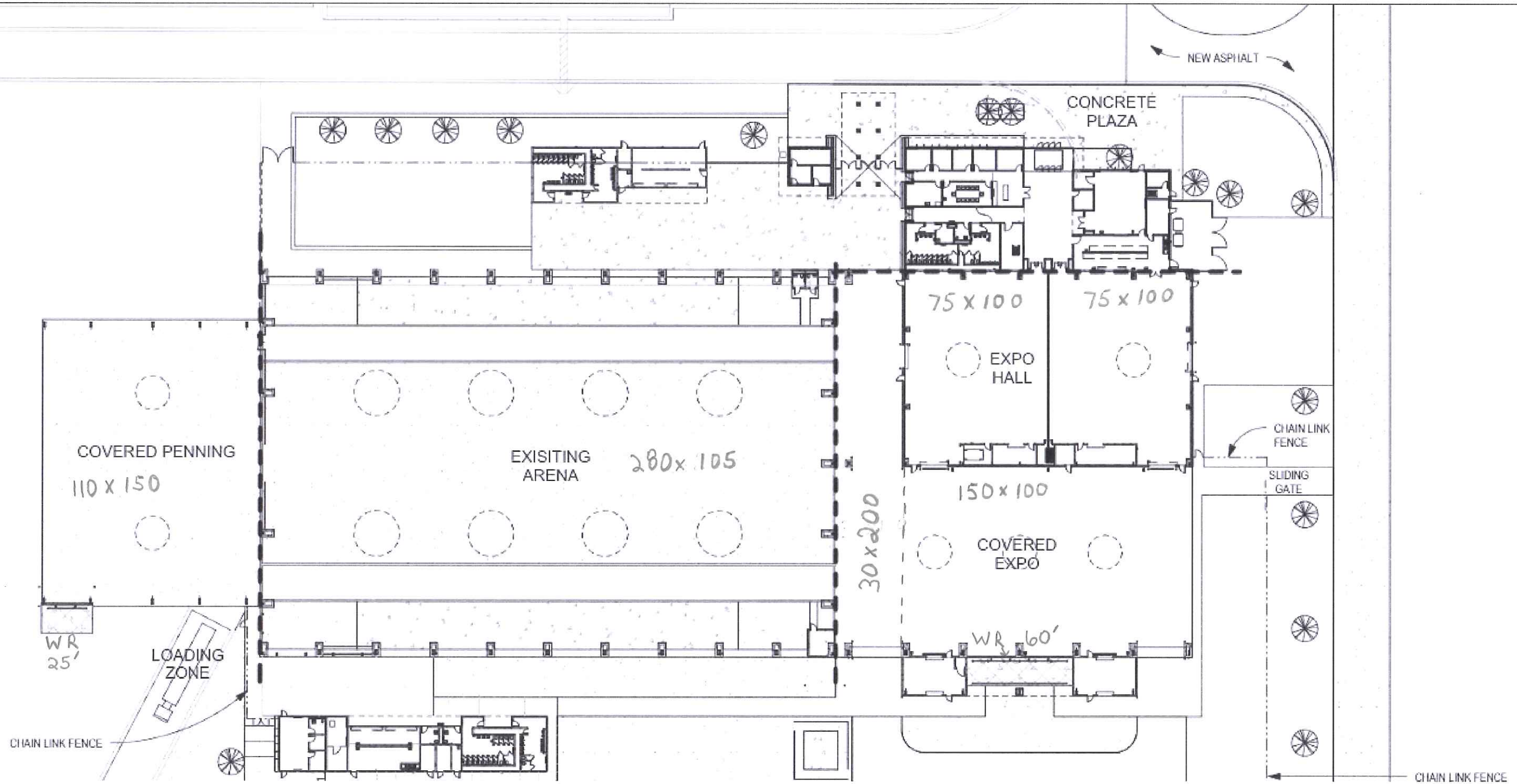


2 ENLARGED PLAN - WEST CONCESSION EQUIP.

1/4" = 1'-0"







PLEASE NOTE THERE IS NO EXISTING WALK-IN COOLER, NO INSULATED SLAB AND NO EAST CONCESSIONS

HOOD INFORMATION – Job#2414462

HOOD NO.	TAG	MODEL	LENGTH	MAX. COOKING TEMP.	EXHAUST PLENUM						TOTAL SUPPLY CFM	HOOD CONSTRUCTION	HOOD CONFIG.	
					TOTAL EXH. CFM	RISER(S)							END TO END	ROW
						WIDTH	LENG.	DIA.	CFM	S.P.				
1	H-F1 & H-F2	5430 ND-2-PSP-F	8' 0.00"	450 Deg.	1520			14"	1520	-0.497"	1216	430 SS Where Exposed	ALONE	ALONE

HOOD INFORMATION

HOOD NO.	TAG	FILTER(S)					LIGHT(S)			UTILITY CABINET(S)				FIRE SYSTEM PIPING	HOOD HANGING WGHT	
		TYPE	QTY.	HEIGHT	LENGTH	EFFICIENCY @ 9 MICRONS	QTY.	TYPE	WIRE GUARD	LOCATION	FIRE SYSTEM		ELECTRICAL			SWITCHES
											TYPE	SIZE	MODEL #			QUANTITY
1		Captrate Solo Filter	6	20"	16"	93% See Filter Spec.	3	L55 Series E26	NO	Left	Ansul R102	3.0	SC-111110FP	1 Light 1 Fan	YES	712 LBS

HOOD OPTIONS

HOOD NO.	TAG	OPTION
1		FIELD WRAPPER 12.00" High Front, Left, Right
		BACKSPLASH 80.00" High X 108.00" Long 430 SS Vertical
		RIGHT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 4' Legs 430 SS
		LEFT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 4' Legs 430 SS

PERFORATED SUPPLY PLENUM(S)

HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	RISER(S)				
							WIDTH	LENG.	DIA.	CFM	S.P.
1		Front	108'	12'	6'	MUA	8'	36"		605	0.141"
						MUA	8'	36"		605	0.141"

SPECIFICATION: CAPTRATE® GREASE-STOP® SOLO FILTER

THE CAPTRATE GREASE-STOP SOLO FILTER IS A SINGLE-STAGE FILTER FEATURING A UNIQUE S-BAFFLE DESIGN IN CONJUNCTION WITH A SLOTTED REAR BAFFLE DESIGN, TO DELIVER EXCEPTIONAL FILTRATION EFFICIENCY.

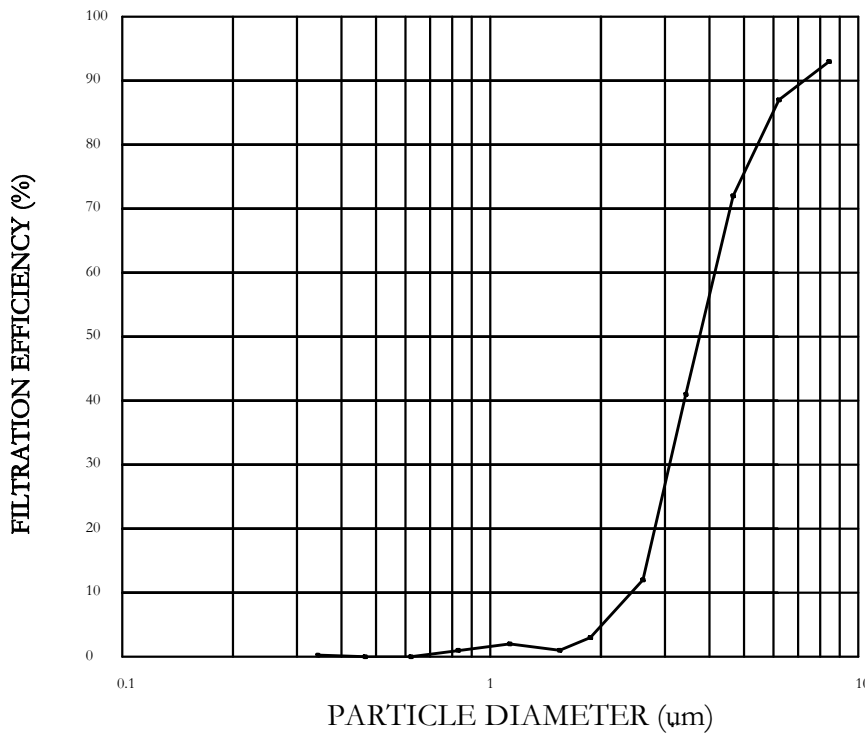
FILTER IS STAINLESS STEEL CONSTRUCTION, AND SIZED TO FIT INTO STANDARD 2-INCH DEEP HOOD CHANNEL(S).

UNITS SHALL INCLUDE STAINLESS STEEL HANDLES AND A FASTENING DEVICE TO SECURE THE TWO COMPONENTS WHEN ASSEMBLED.

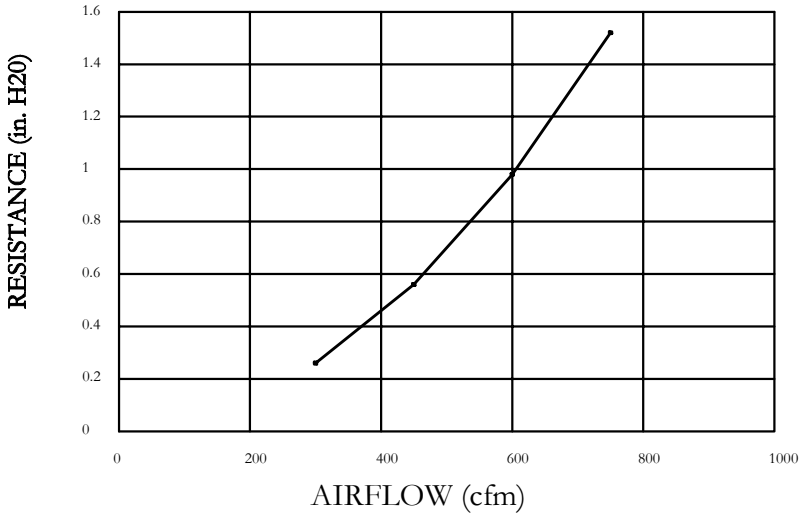
GREASE EXTRACTION EFFICIENCY PERFORMANCE SHALL REMOVE AT LEAST 75% OF GREASE PARTICLES FIVE MICRONS IN SIZE, AND 90% GREASE PARTICLES SEVEN MICRONS IN SIZE AND LARGER, WITH A CORRESPONDING PRESSURE DROP NOT TO EXCEED 1.0 INCHES OF WATER GAUGE.

THE CAPTRATE GREASE-STOP SOLO WAS TESTED TO ASTM STANDARD ASTM F2519-05.

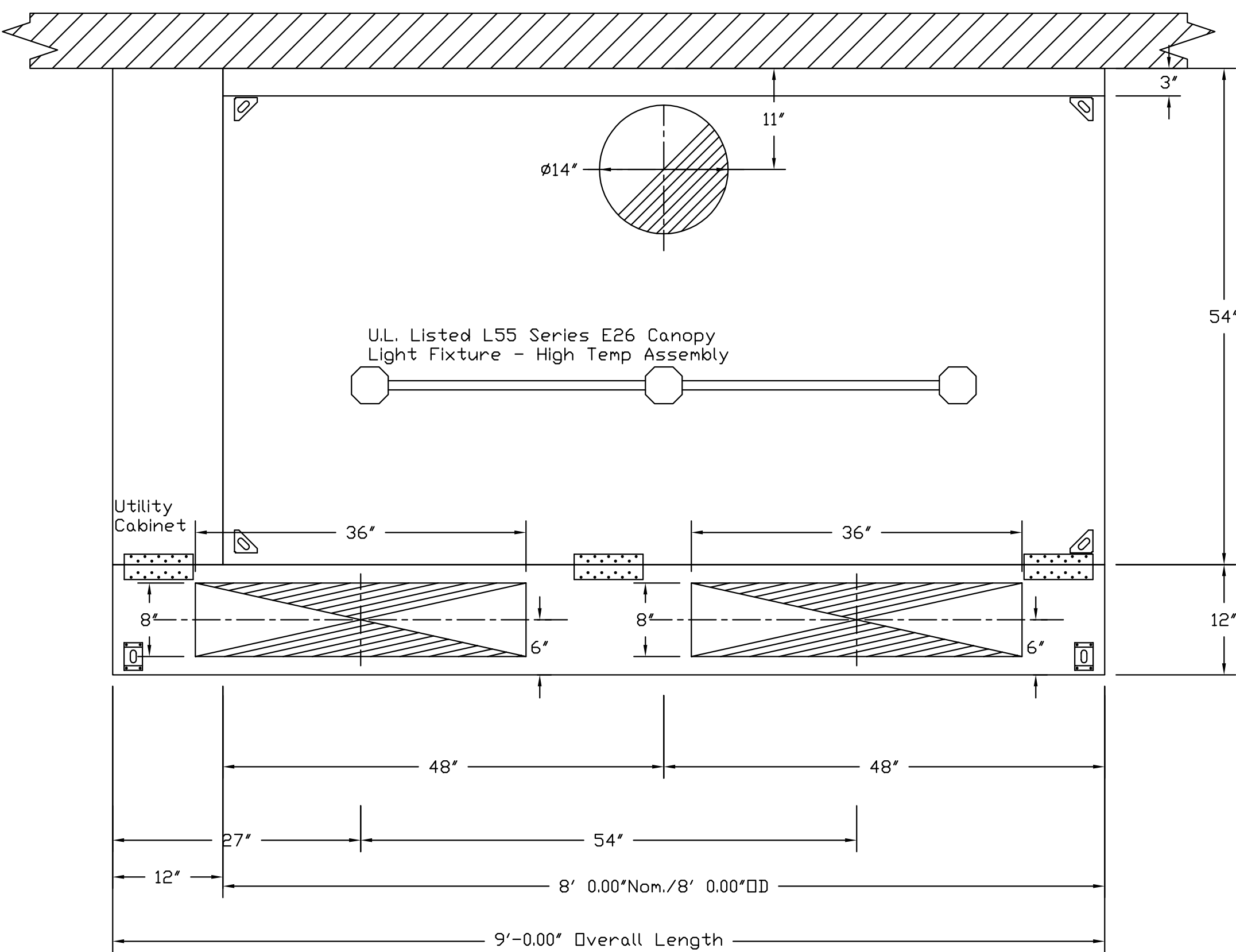
FILTER COLLECTION EFFICIENCY 2" Captrate® Grease-Stop® Solo Filter



RESISTANCE VS. AIRFLOW - 2" Captrate® Grease-Stop® Solo Filter



CAPTRATE FILTERS ARE BUILT IN COMPLIANCE WITH:
NFPA #96
NSF STANDARD #2
UL STANDARD #1046
INT. MECH. CODE (IMC)



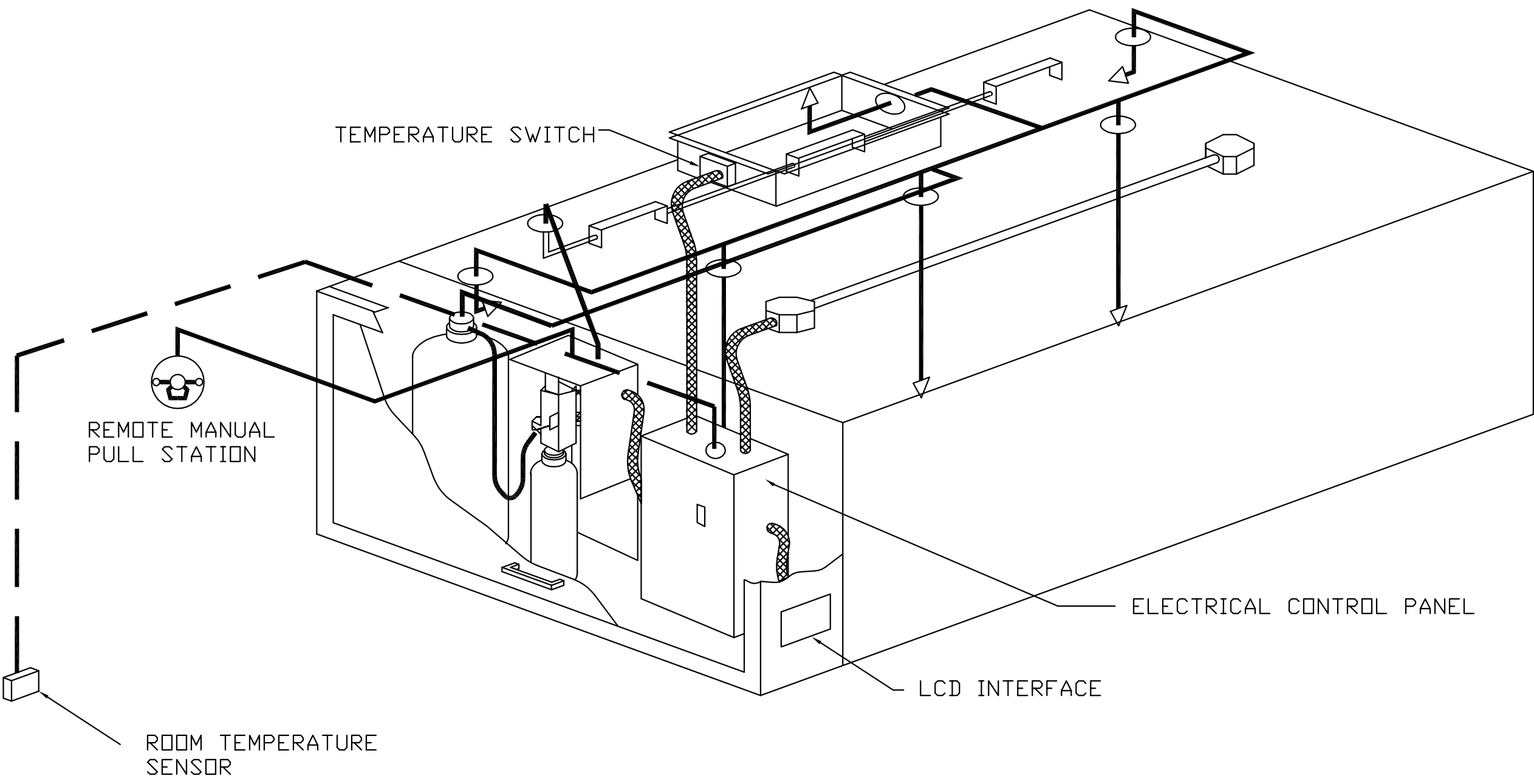
PLAN VIEW – Hood #1
8' 0.00" LONG 5430ND-2-PSP-F

Fire System Information – Job#2414462

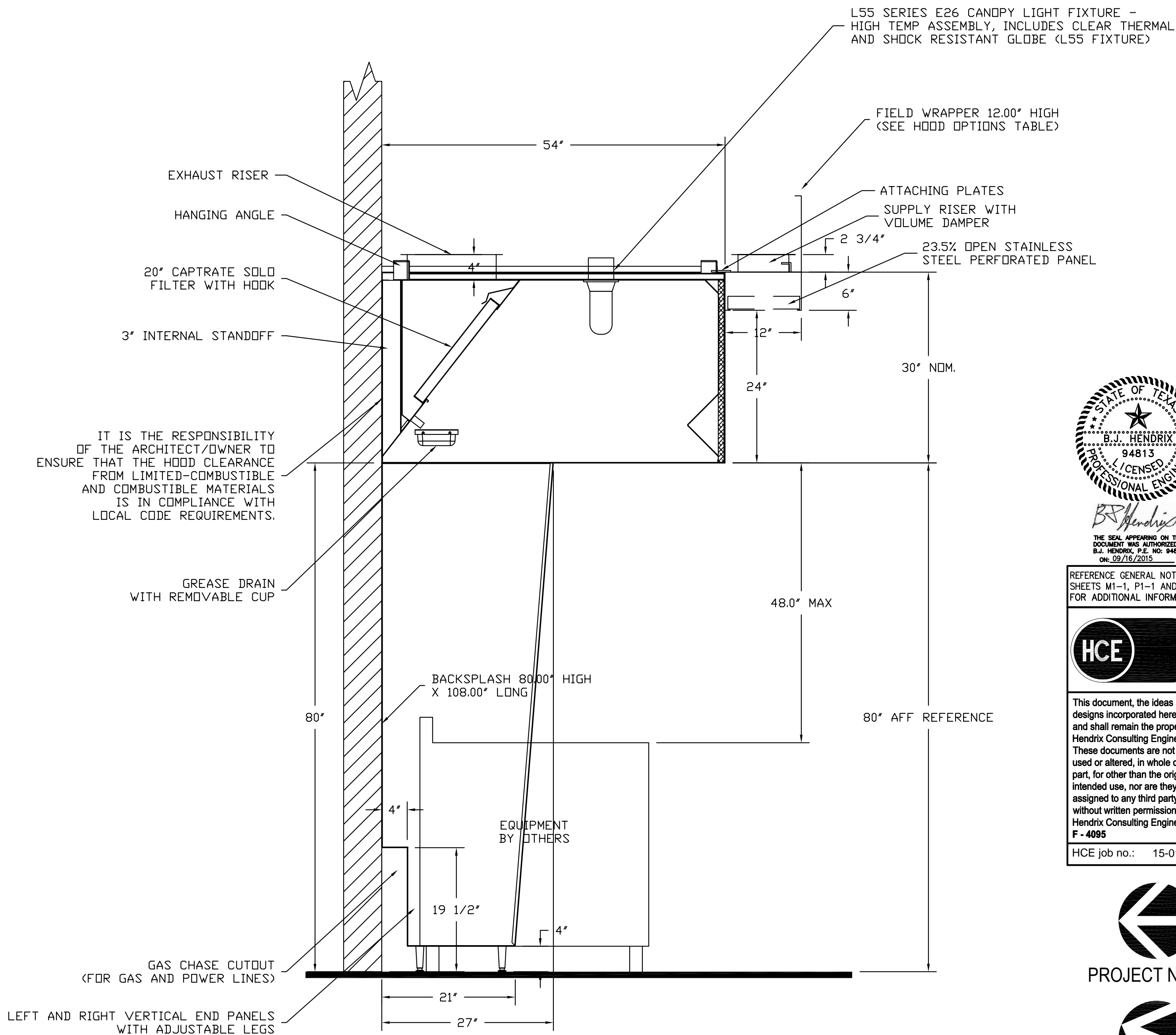
FIRE SYSTEM NO.	Tag	TYPE	SIZE	FLOW POINTS	INSTALLATION	
					SYSTEM	LOCATION ON HOOD
1		Ansul R102	3.0	2	Fire Cabinet Left	Left

GAS VALVE(S)

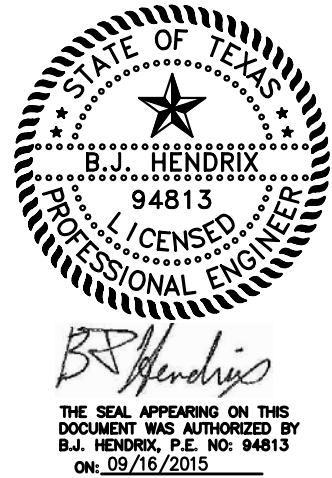
FIRE SYSTEM NO.	TAG	TYPE	SIZE	SUPPLIED BY
1		Mechanical	2.000	Distributor



TYPICAL FIRE SYSTEM AND TEMPERATURE INTERLOCK CONTROL PACKAGE
INSTALLED IN HOOD UTILITY CABINET



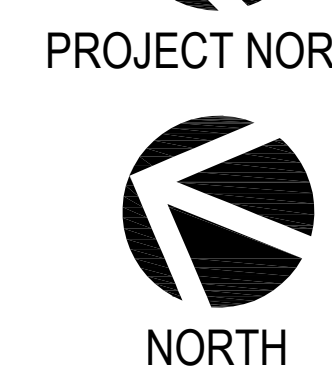
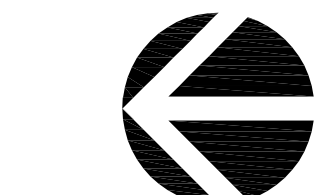
SECTION VIEW – MODEL 5430ND-2-PSP-F
HOOD – #1



REFERENCE GENERAL NOTES ON SHEETS M1-1, P1-1 AND E1-1 FOR ADDITIONAL INFORMATION



This document, the ideas and designs incorporated herein are and shall remain the property of Hendrix Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hendrix Consulting Engineers. F - 4085
HCE job no.: 15-011



POPULOUS®

POPULOUS®
Architecture, Planning, Interiors, Programming
300 Wyandotte, Suite 200
Kansas City, Missouri 64105
816/221-1500
Associate Architect
Moman Architecture
100 S. Harris St., Suite 200
Round Rock, TX 78664
512/333-1150
Structural Engineer
Engineering 360 Inc.
2851 Lee College Blvd., Suite 22
Round Rock, TX 78665
512/344-1989
MEP/Energy Consultants
Hendrix Consulting Engineers
115 E Main St.
Round Rock, TX 78664
512-218-0060
Civil Engineer/Landscape
Hart Associates, Inc.
Two Sierra Way, Suite 105
Georgetown, TX 78626
512-942-6232

WILLIAMSON COUNTY EXPO CENTER

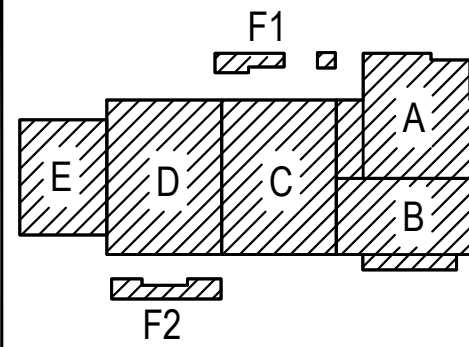
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION



PROJECT NO. 14.3903

ISSUED DATE: POPULOUS®

SHEET TITLE: KITCHEN HOOD INFORMATION

DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET
M1-7

THESE NOTES APPLY TO THIS SHEET ONLY

- | | |
|-----|---|
| M7 | PROVIDE 3' DROP, COVER OPEN END WITH 1/2" HARDWARE CLOTH MOUNTED IN A REMOVABLE FRAME. |
| M15 | RE: INSULATED FILTER BOX DETAIL ON DETAIL SHEET(S). |
| M16 | INTAKE AIR TO CONNECTION TO RETURN AIR PLENUM. PROVIDE WITH MANUAL VOLUME DAMPER FOR BALANCING AND MOTORIZED DAMPER. MOTORIZED DAMPER TO OPEN ONLY WHEN COMPRESSOR IS OPERATING. |
| M17 | ROUTE CONDENSATE TO FLOOR SINK IN CONCESSION. |
| M18 | ELECTRIC UNIT HEATER FOR FREEZE PROTECTION. INSTALL AT 7'-0" TO BOTTOM OF HEATER. COORDINATE FINAL LOCATION WITH ALL TRADES PRIOR TO ROUGH-IN. |
| M19 | RADIANT COVE HEATER. COORDINATE FINAL LOCATION WITH ARCHITECT. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. |
| M20 | CIRCULATING FAN, INSTALL AT 7'-0" TO BOTTOM OF FAN. COORDINATE FINAL LOCATION WITH ARCHITECT AND ELECTRICAL CONTRACTOR PRIOR TO ROUGH-IN. |
| M21 | UNITS ON ROOF TO BE SUSPENDED PER 'CONDENSING UNIT SUPPORT DETAIL' ON DETAIL SHEETS AND PROVIDE ROOF JACK PER DETAIL ON DETAIL SHEETS FOR ROUTING OF REFRIGERANT AND ELECTRICAL PIPING. |

POPULOUS

Civil Engineer
Half Associates, Inc.
Two Sierra Way, Suite 105
Georgetown, TX 78626
512-942-6232

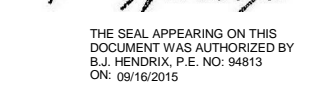
WILLIAMSON COUNTY EXPO CENTER

210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION
DOCUMENTS

September 16, 2015

REVISIONS

[illegible]

REFERENCE GENERAL NOTES ON
SHEETS M1-1, P1-1, AND E1-1
FOR ADDITIONAL INFORMATION

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HCE job no.: 15-01



FLOOR PLAN - AREA
F1 & F2 -
MECHANICAL

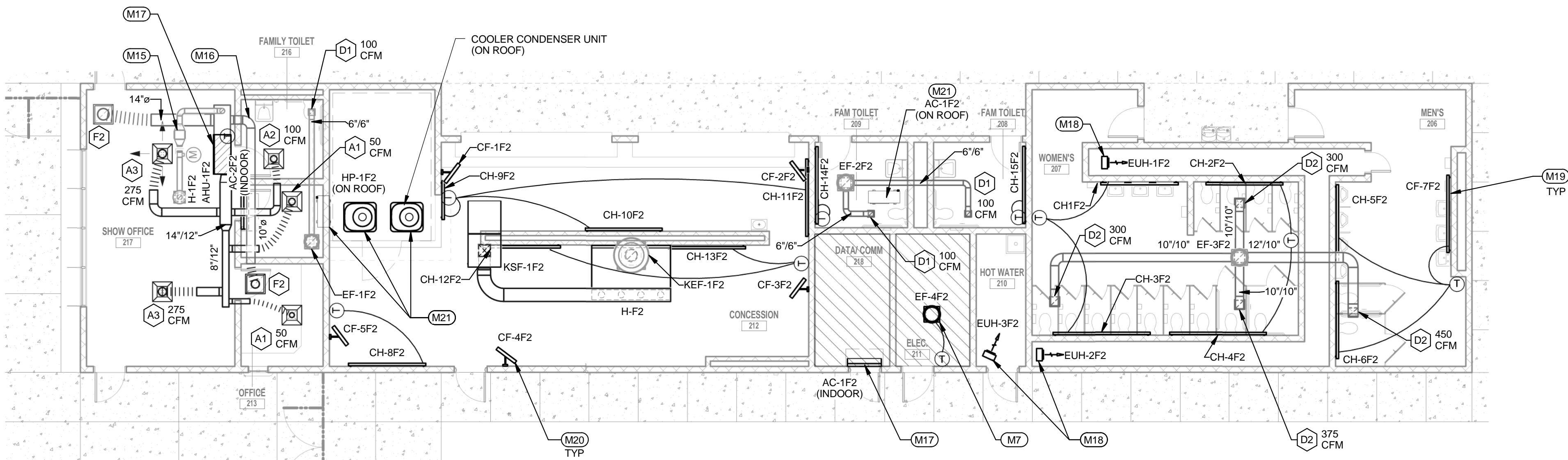
DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET

M2-1F



02 FLOOR PLAN - AREA F1 - EAST MECHANICAL

SCALE: 1/8" = 1'-0"



01 FLOOR PLAN - AREA F2 - WEST MECHANICAL

SCALE: 1/8" = 1'-0"



- | | |
|---|---|
| A | ELECTRICIAN TO COORDINATE ALL ROUGH-IN, CONNECTION REQUIREMENTS AND ADDITIONAL ELECTRICAL REQUIREMENTS WITH KITCHEN CONSULTANT DRAWINGS AND KITCHEN EQUIPMENT SUPPLIER. |
| B | KITCHEN HOOD: THE ELECTRICIAN SHALL PROVIDE ALL NECESSARY HARDWARE, WIRING AND MAKE ALL CONNECTIONS FOR KITCHEN HOOD LIGHTS, FAN, FAN INTERLOCKS, SHUNT CONNECTIONS, INTERLOCKS ETC. |
| C | COOLER/FREEZER: ELECTRICIAN TO COORDINATE AND PROVIDE ALL ELECTRICAL AND CONNECTION REQUIREMENTS WITH KITCHEN EQUIPMENT SUPPLIER. LIGHTING, DOOR JAMB HEATER, FAN, HEAT TRACE, DRAIN HEATER, CONDENSER SECTIONS, BLOWER COILS FOR AUTO DEFROST, TIME CLOCK, ETC |
| D | THE KITCHEN EQUIPMENT SUPPLIER IS TO PROVIDE CORD AND PLUG SET TO THE ELECTRICIAN. THE ELECTRICIAN SHALL INSTALL CORD AND PLUG AND PROPER RECEPTACLE TO MATCH. FOR LARGE PIECES WHEN THIS ISNT PROVIDED THE ELECTRICIAN IS TO PROVIDE NEAR DISCONNECTING MEANS RECEPTACLE OR DISCONNECT PER OWNER REQUIREMENTS. (3PH-208V GEAR) |
| E | ALL 120 VOLT RECEPTACLES IN KITCHEN TO BE GFCI PER NEC 210.8.(B).(2). GFCI BREAKERS ARE TO SERVE CIRCUITS TO EQUIPMENT WHERE GFCI RECEPTACLES ARE NOT ACCESSIBLE TO RESET |
| F | COORDINATE LOCATION OF GFI RECEPTACLE SO THEY ARE ACCESSIBLE TO BE RESET. |
| G | PROVIDE DATA OUTLET UNDER EACH CASH REGISTER. COORDINATE FINAL LOCATION WITH KITCHEN PLANS. |
| H | ELECTRICIAN TO INTERLOCK TABLE LIMIT SWITCH WITH DISH WASHER PER MANUFACTURERS REQUIREMENTS. |

**REFER TO FOOD SERVICES DRAWINGS FOR
ROUGH-IN REQUIREMENTS AND EQUIPMENT
INFORMATION.**



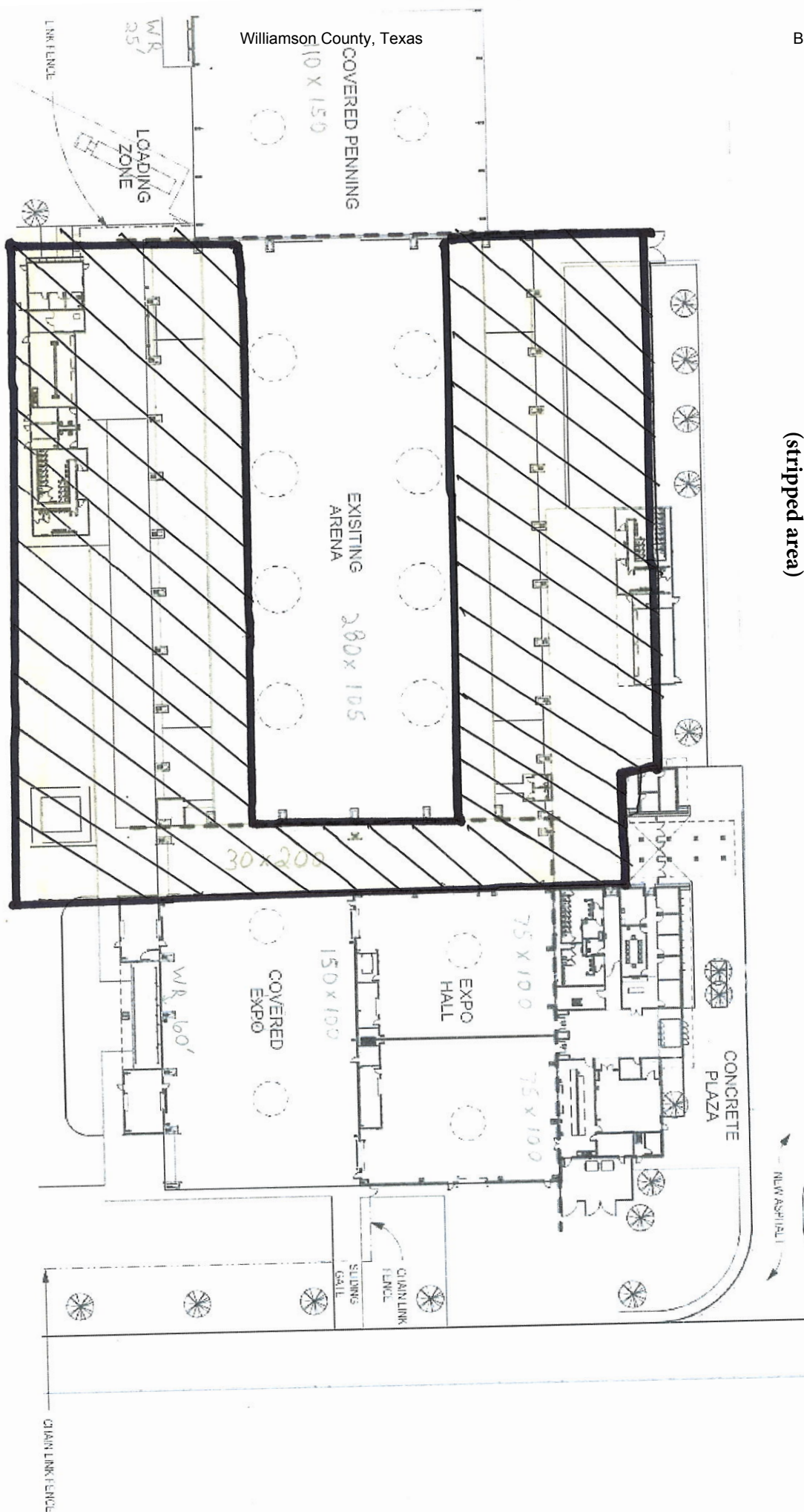
PROJECT NO.

NORTH

210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

E3-1F

BG PERMIT AREA
(striped area)



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.**

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.

	5
	6

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.

	5
	6

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.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

	5
	6

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:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:
<div><div></div><div>5</div><div>6</div></div>

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1606-089 - Food and Drink Concessions Williamson Co. Exposition Center

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

27.

Meeting Date: 06/14/2016

Hazard Fuels Reduction Program

Submitted By: Brenda Fuller, 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 proposals for RFP # 1605-085, Hazard Fuels Reduction Program.

Background

Williamson County is seeking qualified companies to implement a hazardous fuels reduction program to reduce wildfire hazards along the boundaries of Southwest Williamson County Regional Park that are adjacent to residential development. The proposed action would reduce the quantity of hazardous vegetative fuel along the park perimeter to limit the movement of a wildfire across the park boundary

Fiscal Impact

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

Attachments[Bid Packet](#)

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 06/09/2016

Reviewed By

Kerstin Hancock

Wendy Coco

Date

06/09/2016 04:31 AM

06/09/2016 09:30 AM

Started On: 06/08/2016 01:19 PM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Hazard Fuels Reduction Program

BIDS MUST BE RECEIVED ON OR BEFORE:

Jul 26, 2016 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:

Jul 26, 2016 2:00:00 PM CDT

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

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.

Bid 1605-085 Hazard Fuels Reduction Program

Bid Number	1605-085
Bid Title	Hazard Fuels Reduction Program
Bid Start Date	In Held
Bid End Date	Jul 26, 2016 2:00:00 PM CDT
Question & Answer End Date	Jul 22, 2016 5:00:00 PM CDT
Bid Contact	Brenda Fuller 512-943-1607 brendafuller@wilco.org
Contract Duration	6 months
Contract Renewal	Not Applicable
Prices Good for	6 months
Pre-Bid Conference	Jul 14, 2016 2:00:00 PM CDT Attendance is mandatory Location: Southwest Williamson County Regional Park 3005 County Road 175 Leander, TX at the playground pavilion off of Borho Drive
Bid Comments	Hazard Fuels Reduction Program

Item Response Form

Item	1605-085--01-01 · Please Attach All Bid Documents to this line
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas <u>Office of Emergency Managment</u> 911 Tracy Chambers Lane Georgetown TX 78626 Qty 1

Description

Put total price and attach all documents here.

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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.**

2

Check this box if you are filing an update to a previously filed questionnaire.

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(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.)

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	6

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CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

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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.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

	5
	6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

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

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared , (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the 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 of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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.

HAZARD FUELS REDUCTION PROGRAM

SCOPE OF WORK

Project Description: Williamson County will implement a hazardous fuels reduction program to reduce wildfire hazards along the boundaries of Southwest Williamson County Regional Park that are adjacent to residential development. The proposed action would reduce the quantity of hazardous vegetative fuel along the park perimeter to limit the movement of a wildfire across the park boundary. The proposed project area includes the 50 feet adjacent to approximately 4 miles (21,120 linear feet) of the park boundary for a total of approximately 24 acres.

The fuels reduction activities would include trimming or cutting highly flammable, dead, and diseased vegetation within the project area, selectively trimming trees, and cutting tree branches up to 10 feet from ground level. The proposed action would include removal of surface fuels and “ladder” fuels that have accumulated to reduce the canopy bulk density and diminish the chance of a fire transitioning in to a crown fire or sustaining as a crown fire. The height of trimming and limbing would depend on the size, location, growth potential, health of the tree. The proposed action may also include the selective removal of some trees larger than 8 inches in diameter only when necessary to achieve the desired canopy cover. Stumps of cut trees would not be removed but would be cut down to within 3 inches of the soil surface, but root balls would not be removed, and the soils would not be disturbed. The cut vegetation and debris will be either ground or mulched on-site and temporarily stored at the park. Depending on the topography, some areas may be reseeded with short grasses to reduce erosion.

HAZARD FUELS REDUCTION PROGRAM

Work would on only be conducted between September 1 and February 28 to minimize impacts to federally listed bird species. The implementation of the proposed action is projected to occur over a period of approximately 12 weeks. Equipment used would include a variety of mechanized and hand equipment, such as shredders, power mowers, grinders, mulchers, chainsaws, hand saws, pole saws, seed broadcasters, rakes, hoes, shovels, ladders, scythes, etc. Work areas would be accessed by motorized vehicles, four-wheeled gator-type vehicles, and by foot, depending on topography. The mechanized equipment would be rubber-tracked to minimize ground disturbance in the project area.

TERM OF CONTRACT

September 1, 2016 through February 28, 2017.

SPECIFICATIONS

1. Contractor will be required to obtain and comply with all local, state, and federal permits, approvals and requirements prior to initiating work on this project.
2. Fuel-burning equipment running times will be kept to minimum and engines must be properly maintained.
3. Debris or mulch piles must not be staged or stored in the floodplain, though mulch may be spread on the ground surface for erosion control at the discretion and direction of County staff. Debris that cannot be spread at the site will be removed from the park by the contractor.
4. Williamson County Contractor will conduct hazardous fuels reduction work only outside of the breeding season for golden-cheeked warbler. Work is

HAZARD FUELS REDUCTION PROGRAM

allowed from September 1, 2016 through February 28, 2017. Work must not be conducted from March 1, 2016 through August 31, 2016.

5. All bidders shall attend a mandatory pre-bid coordination meeting to be held at Southwest Williamson County Regional Park, 3005 County Road 175, City of Leander. The meeting will be held at the playground pavilion off of Borho Dr.

6. Deposition or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials at the project site as a result of the proposed action is prohibited. Vegetative debris must be removed from the project site or mulched and spread on-site at the discretion of County Staff. Mulch will be placed on existing trails with appropriate measures (such as adequate setbacks or a silt fence) to prevent mulch from washing toward or into cave openings. Mulch will not be placed at or near sensitive areas marked or otherwise identified by County staff.

7. Contractor must seal any wounds on oaks that are the result of pruning and seal any oak stumps that are created as a result of the proposed action in order to prevent transmission of oak wilt fungus.

8. It is anticipated that there will be some areas that need to be re-seeded as part of this project. However, it cannot be determined at this time how large the area will be until the end of the project. Contractor will furnish a not to exceed price for a 1 cubic yard area. Additional description will be provided at the pre-bid meeting.

9. Equipment staging, refueling, and storage of gasoline will only be allowed in areas designated by County staff, Contractor will not store or leave any petroleum products or fuels at the project site when work is not in progress.

HAZARD FUELS REDUCTION PROGRAM

10. Stumps and root balls will not be removed. Stumps will be ground down to 3 inches above the ground surface
11. Soil disturbance will be limited by implementing best management practices (BPM's) to prevent soil erosion of areas disturbed by the use of heavy equipment. Rubber tracks will be used on equipment to limit soil disturbance. Contractor will provide County staff a list of all equipment that will be used on the project. County staff must approve each piece of equipment to be used on the project.
12. Williamson County will ensure that BPMs are implemented to prevent erosion and sedimentation includes equipment storage and staging areas.
13. Williamson County will identify all buffer zones relevant for project implementation with colored flags or tape prior to beginning work. Each zone will be marked with a different colored flag or tape and the delineation of these zones will be consistent throughout the scope of the project. Contractor will not disturb the flags and/or other markers, and will be left in place during the project.
14. Contractor will provide a full time monitor that will oversee implementation of the project and ensure that the avoidance and mitigation measures as specified by County staff are adhered to.

In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains are uncovered, the project must be halted immediately in the vicinity of the discovery, and all reasonable measures must be taken to avoid or minimize harm to the finds. Contractor will immediately report this situation to County staff.

15. Fuels reduction activities must take place between 8a.m. and 5p.m., Monday through Friday. Equipment and machinery used at the proposed project site must meet local, state, and federal noise control regulations.

HAZARD FUELS REDUCTION PROGRAM

INSURANCE REQUIREMENTS

AWARD IS CONTINGENT ON COMPLIANCE WITH WILLIAMSON COUNTY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES, YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES,	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<i>WILLIAMSON COUNTY IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE.</i>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO WILLIAMSON COUNTY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY WILLIAMSON COUNTY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE WILLIAMSON COUNTY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

HAZARD FUELS REDUCTION PROGRAM

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE WILLIAMSON CPOUNTY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE WILLIAMSON COUNTY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

Question and Answers for Bid #1605-085 - Hazard Fuels Reduction Program

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**28.****Meeting Date:** 06/14/2016

Worker's comp amendment

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving addition of (14) fourteen Law Enforcement Volunteers to current Worker's Compensation coverage through Texas Association of Counties Risk Management Pool.

Background

This addition of 14 Law Enforcement Volunteers to the current worker's compensation coverage will increase the current premium by \$857 from \$555,210 to \$556,067.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

increase documentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/09/2016 04:14 AM



TEXAS ASSOCIATION *of* COUNTIES

RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
Human Resources Department 301 S/E Inner Loop; Ste
108
Georgetown, TX 78626

Invoice Due Date: July 7, 2016
Invoice #: NRCN-15809-WCIT
Coverage #: WC-2460-20160101-1
Coverage Period: January 1, 2016 - January 1, 2017
Member Number: 2460

Coverage	Change in Contribution
Workers' Compensation	\$857
TOTAL DUE	\$857

Payment Remittance Form

Williamson County
Attn: Tara Raymore
Human Resources Department 301 S/E Inner Loop; Ste
108
Georgetown, TX 78626

Invoice Due Date: July 7, 2016
Invoice #: NRCN-15809-WCIT
Payment Due: \$857

Amount Enclosed: _____

If the total amount enclosed is not \$857, please
use the notes section below to explain:

Please make checks payable to:

Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION REVISED INVOICE SUMMARY

Member Name: Williamson County

Coverage Period: January 1, 2016 - January 1, 2017

SUMMARY	
Pool Target Modifier	0.95
Multi-line Discount	-\$35,494
Alliance Participation Discount	\$0
2016 Estimated Workers' Compensation Contribution	\$556,067

BREAKOUT					
Class Code	Class Code Description	Estimated Payroll	Cost Allocation	Net Contribution	Contribution Change
083910	Auto Mechanics	\$610,907	0.650788	\$3,976	\$0
090140	Bldg. Maintenance & Janitors	\$656,449	1.927335	\$12,652	\$0
045110	Chemical Analyst/Assayers	\$178,700	0.235285	\$420	\$0
088100	Clerical	\$28,612,754	0.230279	\$65,889	\$0
051900	Electrical Wiring W/In Buildings	\$84,058	1.321601	\$1,111	\$0
086010	Engineers, Surveyors	\$960,581	0.085103	\$817	\$0
088120	Jurors	\$55,080	0.230279	\$127	\$0
087420	Juv Probation, Collectors, Sales	\$2,045,893	0.190231	\$3,892	\$0
077200	Law Enforcement	\$32,340,666	1.176425	\$380,464	\$0
088200	Law Office	\$5,615,742	0.030037	\$1,687	\$0
051910	Office Technician	\$722,985	0.235285	\$1,701	\$0
090150	Parking Lots & Drivers	\$93,249	0.916110	\$854	\$0
091020	Parks & Recreation	\$416,533	1.071297	\$4,462	\$0
088320	Physician Med.Lab. Minor Emer. Clinic	\$171,615	0.100121	\$172	\$0
055060	Road Employees-Paving, Repaving	\$3,670,392	1.927335	\$70,741	\$0
088310	Vet Hospital & Animal Control	\$530,856	1.156401	\$6,139	\$0
088590	Volunteers - All Others	\$21,216	0.500606	\$106	\$0
088560	Volunteers - Law Enforcement	\$72,800	1.176425	\$856	\$856
	Total Payroll	\$76,860,476		\$556,067	\$857

FINANCIAL SUMMARY	
2016 Prior Estimated Workers' Compensation Contribution	\$555,210
2016 Current Estimated Workers' Compensation Contribution	\$556,067
Change in Contribution	\$857



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Workers' Compensation Contribution & Coverage Declaration - Amended

Named Member: Williamson County

Coverage Period: January 1, 2016 through January 1, 2017

This Contribution & Coverage Declaration (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sublimits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA). This CCD replaces all previous CCDs for the Coverage Period identified above.

WORKERS' COMPENSATION		LIMITS	
Workers' Compensation Coverage: Part One of the Coverage Document applies to the Workers' Compensation Law of the State of Texas.			
Each Accident	Statutory		
Each Employee for Disease	Statutory		
Employers' Liability Coverage: Part Two of the Coverage Document applies to the work in the State of Texas. The limits of the Pool's Liability under Part Two are:			
Death by Accident	\$1,000,000 Each Accident		
Death by Disease	\$1,000,000 Each Claimant		
Aggregate per coverage period	\$2,000,000		
Optional Coverage		Effective Date	Expiration Date
Elected Officials	Yes	01/01/2016	01/01/2017
Volunteers – Fire Fighters	No		
Volunteers – Law Enforcement	Yes	06/07/2016	01/01/2017
Volunteers – Emergency Medical Personnel	No		
Volunteers – All Others	Yes	01/01/2016	01/01/2017
Jurors	Yes	01/01/2016	01/01/2017
Election Workers (non-employees)	No		
WORKERS' COMPENSATION DEDUCTIBLE			
Deductible (per Occurrence)	\$0		
WORKERS' COMPENSATION ANNUAL CONTRIBUTION		\$556,067	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool at:

Texas Association of Counties Risk Management Pool

Attention: WC CLAIMS

P.O. Box 160120

Austin, TX 78716

1-800-752-6301

Fax Number: 512-346-9321

Email: tacdwcforms@jicompanies.com

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sublimits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This Contribution & Coverage Declaration is issued by *Nancy A. Seiler* as authorized representative of the Pool on 06/07/2016 in Austin, Texas.

Commissioners Court - Regular Session**29.****Meeting Date:** 06/14/2016

Addendum for Kiser Arena Specialist, Inc.

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment and Supplement to Professional Services Agreement between Williamson County, Texas and Kiser Arena Specialists, Inc. for up to two additional onsite visits in relation to the arena footing at the Williamson County Expo Center.

Background

The County may need to obtain up to two (2) additional onsite visits from Kiser Arena Specialists, Inc. (Kiser) in order to complete the Project. The purpose of this agreement is to reflect the parties' agreement as to the additional onsite visits that may be provided and the not-to-exceed fees and expenses to be paid by the County for the additional onsite visits. At the present time, it appears that it is necessary to obtain at least one of the additional site visits so Kiser can revisit the sand pit from which material will be obtained in order to ensure the proper mixture for the footing that is to be placed in the Williamson County Expo arena. The second additional onsite visit, if needed and requested by the County, would be for the Kiser's return to the arena for inspection and approval after installation of the footing material. The County is not required under this agreement to request the first or second additional site visits mentioned above.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsKiser and Wilco Addendum

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Max Bricka

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 10:52 AM

Started On: 06/09/2016 10:22 AM

**FIRST AMENDMENT AND SUPPLEMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FIRST AMENDMENT AND SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and Kiser Arena Specialists, Inc., a corporation organized and existing under the laws of the State of Texas, (hereinafter "Service Provider").

RECITALS

WHEREAS, the County and the Service Provider executed a Professional Services Agreement to be effective as of February 2, 2016 ("Agreement");

WHEREAS, in accordance with the terms of the Agreement, the Service Provider agreed to provide professional arena footing consulting services in relation to the arena at the Williamson County Expo Center ("Project");

WHEREAS, Service Provider has completed the Scope of Work detailed in the Agreement and County has paid Service Provider the fee and expenses set out in Section 3.1 of the Agreement

WHEREAS, County desires to obtain up to two (2) additional onsite visits from Service Provider in order to complete the Project;

WHEREAS, pursuant to Section 8.3 of the Agreement, the County and the Service Provider desire to execute this Amendment to reflect the parties' agreement as to the additional onsite visits to be provided and the not-to-exceed fees and expenses to be paid by the County for the additional onsite visits; and

WHEREAS, it has become necessary to amend and supplement the Agreement as set out herein below:

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Service Provider agree that the Agreement is amended, supplemented and modified as follows:

I. Additional Onsite Visits Pursuant to Section 8.3 of the Agreement:

In addition to the Services already provided under the original Scope of Work, which was set out as Exhibit "A" of the Agreement, Service Provider agrees to provide to the County, upon County's written request, up to two (2) additional onsite visits. At the present time,

County believes it is necessary to obtain at least one of the additional site visits so the Service Provider can revisit the sand pit from which material will be obtained in order to ensure the proper mixture for the footing that is to be placed in the Williamson County Expo arena. The second additional onsite visit, if needed and requested by the County, would be for the Service Provider's return to the arena for inspection and approval after installation of the footing material.

The County is not required to request the first or second additional site visits mentioned above and the Service provider is not obligated to perform such additional site visits until County makes a written request to Service Provider.

II. Fee, Expenses and Payment Terms of Additional Onsite Visits:

- A. Fee for Each Additional Onsite Visit.** In accordance with Section 8.3 of the Agreement and in addition to the fee the County has already paid Service Provider for the Scope of Work under the Agreement, the County agrees to pay the Service Provider **\$1,500.00** per additional onsite visit that is requested by County and performed by Service Provider. In no event shall County be required to pay for an additional onsite visit unless County requests, in writing, that Service Provider provide such additional onsite visit. The not-to-exceed amount for all additional site visits that may be requested by County hereunder shall not exceed **\$3,000.00**.
- B. Expenses.** The not-to-exceed amount the County will be obligated to pay Service Provider for reimbursable expenses that are directly related to the performance of the above-described additional onsite visits shall be **\$1,500.00**. Said maximum amount of reimbursable expenses shall be paid in accordance with both the terms set forth below and the Williamson County Vendor Reimbursement Policy, which was attached as Exhibit "B" of the Agreement.
- C. Payment Terms for Additional Onsite Visit Fees and Expenses.** Service Provider will invoice County for the Services and allowable expenses upon completion of each additional onsite visit requested by County. County's payment of the fees and expenses shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that

contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

III. Miscellaneous:

- A. Representations.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.
- B. Effect of Amendment.** All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

KISER ARENA SPECIALISTS, INC.

By: _____
Dan A. Gattis, County Judge

_____, 20____
Date

Signature

Printed Name

Title

Date

Commissioners Court - Regular Session**30.****Meeting Date:** 06/14/2016

Parks Donations BA 06-14-2016

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

Information**Agenda Item**

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

Background

Donations include \$100.00 for a Memorial Tree and \$118.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$218.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/07/2016 04:21 PM

Commissioners Court - Regular Session**31.****Meeting Date:** 06/14/2016

Parks Donations BA 06-14-2016

Submitted For: Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Donations include \$100.00 for a Memorial Tree and \$118.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Park Donations	\$218.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 09:30 AM

Started On: 06/07/2016 04:25 PM

Commissioners Court - Regular Session**32.****Meeting Date:** 06/14/2016

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
- f) Project Fiji
- g) Leander Medical Center

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 10:52 AM

Started On: 06/09/2016 10:37 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 06/14/2016

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 111
- 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: Inner Loop.
- 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: Arterial H
- r) Discuss the acquisition of easements on the Forest North project.
- s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/09/2016

Reviewed By

Wendy Coco

Date

06/09/2016 10:52 AM

Started On: 06/09/2016 10:36 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 06/14/2016**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Terry Home Site subdivision - Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[final.plat](#)

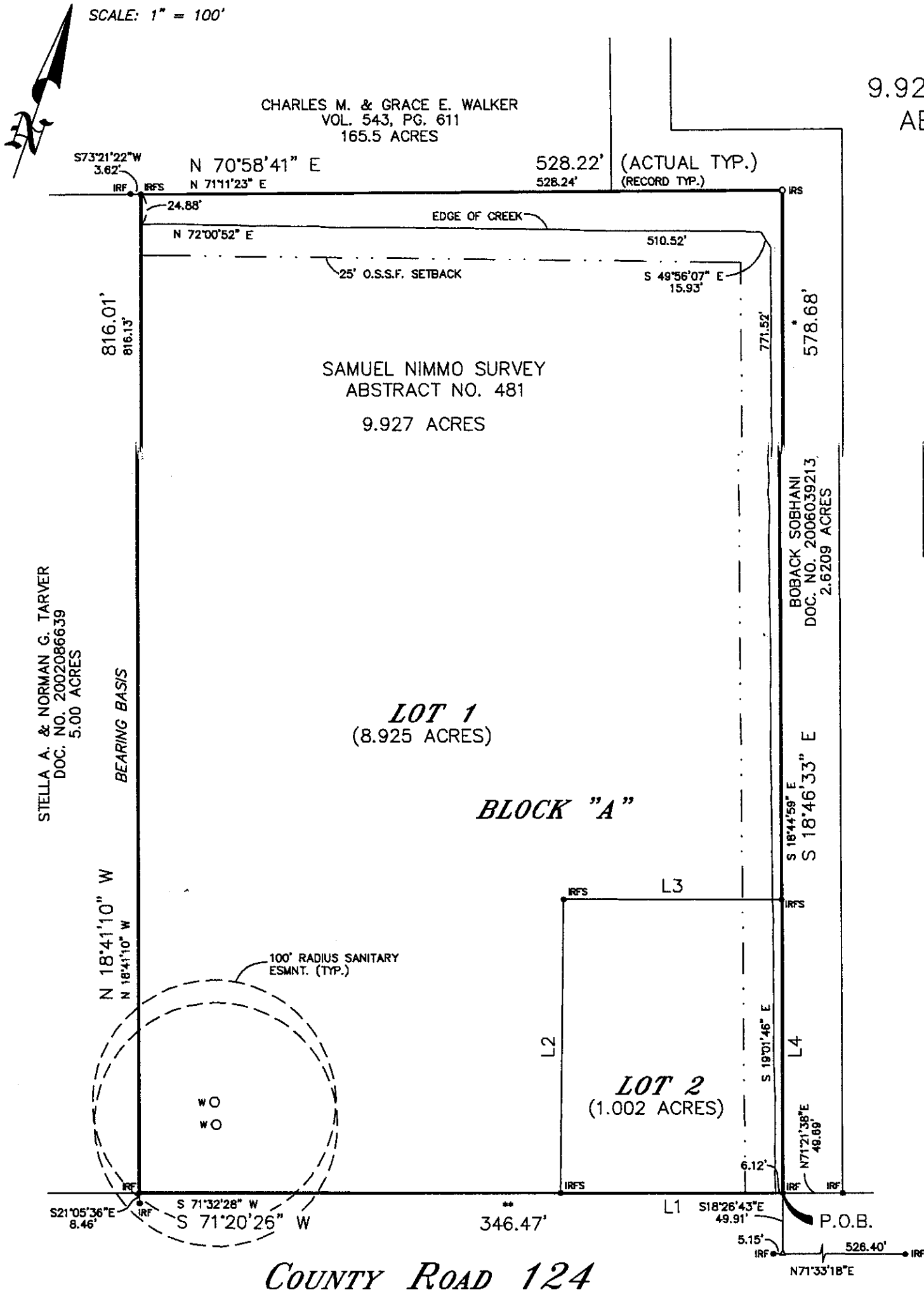
Form Review

Form Started By: Rebecca Clemons

Started On: 06/10/2016 03:52 PM

Final Approval Date: 06/10/2016

SCALE: 1" = 100'



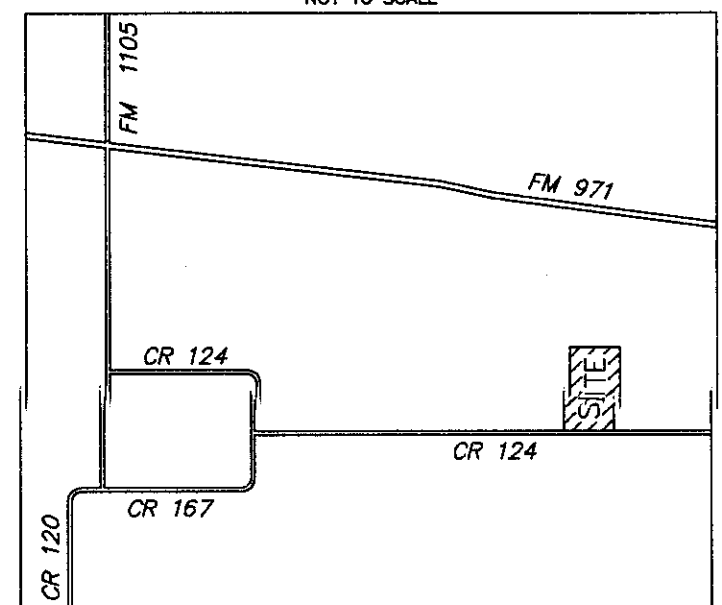
FINAL PLAT OF **TERRY HOME SITE**

9.927 ACRES OUT OF THE SAMUEL NIMMO SURVEY,
ABSTRACT NO. 481, WILLIAMSON COUNTY, TEXAS

LEGEND
 W.O. WATER WELL
 IRF 1/2" IRON ROD FOUND
 IRFS 1/2" IRON ROD FOUND W/CAP STAMPED "FOREST 1847"
 IRS 1/2" IRON ROD SET W/CAP STAMPED "SNS"
 Δ CALCULATED POINT
 * TOTAL DISTANCE 813.38'
 ** TOTAL DISTANCE 529.16'

LINE NO.	BEARING & DISTANCE
L1	ACTUAL S 71°20'26" W 183.03'
	RECORD S 71°32'28" W *
L2	ACTUAL N 17°57'47" W 240.87'
	RECORD - -
L3	ACTUAL N 71°23'58" E 179.61'
	RECORD - -
L4	ACTUAL S 18°46'33" E 240.68'
	RECORD S 18°44'59" E *

LOCATION MAP
NOT TO SCALE



PERIMETER FIELD NOTES

ALL OF THAT 9.927 ACRES OF LAND, MORE OR LESS, OUT OF THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CONVEYED TO WILLIAM S. TERRY, III AND TRACY LYN TERRY IN THE GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2008043677 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 124 AT THE SOUTHERLY SOUTHWEST CORNER OF THE 2.6209 ACRES OF LAND CONVEYED TO BOBACK SOBHANI RECORDED IN DOC. NO. 2006039213 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE SOBHANI TRACT BEARS N 71°21'38" E AND A DISTANCE OF 49.69 FEET;

THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 124 AND THE SOUTHERLY LINE OF THE TRACT HEREIN DESCRIBED, S 71°20'26" W, PASSING A 1/2" IRON ROD FOUND WITH CAP STAMPED "FOREST 1847" AT A DISTANCE OF 183.03 FEET, FOR A TOTAL DISTANCE OF 529.50 FEET TO A 1/2" IRON ROD FOUND IN THE EASTERLY LINE OF THE 5.00 ACRES OF LAND CONVEYED TO STELLA A. & NORMAN G. TARVER RECORDED IN DOC. NO. 2002086639 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE TARVER TRACT BEARS S 21°05'36" E AND A DISTANCE OF 8.46 FEET;

THENCE, LEAVING THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 124 AND ALONG THE EASTERLY LINE OF THE TARVER TRACT AND THE WESTERLY LINE OF THE TRACT HEREIN DESCRIBED, N 18°41'10" W, A DISTANCE OF 816.01 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FOREST 1847" IN THE SOUTHERLY LINE OF THE 165.5 ACRES OF LAND CONVEYED TO CHARLES M. & GRACE E. WALKER RECORDED IN VOL. 543, PG. 611 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE NORTHEAST CORNER OF THE TARVER TRACT FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH A 1/2" IRON ROD FOUND BEARS S 73°21'22" W AND A DISTANCE OF 3.62 FEET;

THENCE, ALONG THE SOUTHERLY LINE OF THE WALKER TRACT AND THE NORTHERLY LINE OF THE TRACT HEREIN DESCRIBED, N 70°58'41" E, A DISTANCE OF 528.22 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "SNS" AT AN ANGLE POINT IN THE SOBHANI TRACT FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG THE LOWER WESTERLY LINE OF THE SOBHANI TRACT AND THE EASTERLY LINE OF THE TRACT HEREIN DESCRIBED, S 18°46'33" E, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FOREST 1847" AT A DISTANCE OF 578.68 FEET, FOR A TOTAL DISTANCE OF 819.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.927 ACRE OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, WILLIAM S. TERRY, III AND TRACY LYN TERRY, ARE OWNERS OF THE 9.931 ACRES OF LAND OUT OF THE SAMUEL NIMMO SURVEY, ABSTRACT NO. 481 IN WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, WHICH WAS CONVEYED TO US BY DEED AS FILED IN DOCUMENT NO. 2008043677 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE UNDERSIGNED DO HEREBY ADOPT THIS PLAT TO BE KNOWN AS TERRY HOME SITE AND DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON. THE UNDERSIGNED OWNERS DO HEREBY APPROVE THE RECORDATION OF THIS PLAT AND DEDICATE TO THE PUBLIC ANY STREETS, ALLEYS, RIGHT OF WAY AND EASEMENTS SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THESE LOTS SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN HEREON.

WITNESS MY HAND THIS 9TH DAY OF June, 2016.

William S. Terry III
 WILLIAM S. TERRY, III
 1051 COUNTY ROAD 124
 GEORGETOWN, TEXAS 78626
 wsterry3@icloud.com
 214-205-3196

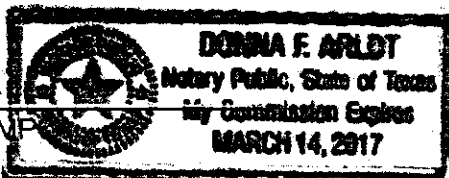
6-9-2016
DATE

Tracy Lyn Terry
 TRACY LYN TERRY
 1051 COUNTY ROAD 124
 GEORGETOWN, TEXAS 78626

6-9-2016
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM S. TERRY, III, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9TH DAY OF June, 2016.

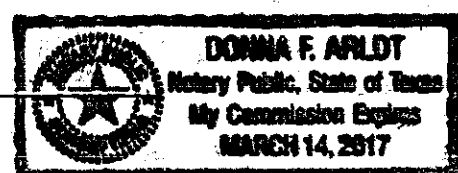


PRINTED NAME OF NOTARY AND STAMP

Donna F. Arldt
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRACY LYN TERRY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9TH DAY OF June, 2016.



PRINTED NAME OF NOTARY AND STAMP

Donna F. Arldt
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Williamson

THAT CALIBER HOME LOANS, INC., A Mortgage Lender CORPORATION, THE LIEN HOLDER OF THE 9.931 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008043677 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THE 9.931 ACRES AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC ANY STREETS, ALLEYS, RIGHT OF WAY AND EASEMENTS SHOWN HEREON.

Aimee McHargue - AEP
 NAME, TITLE
 CALIBER HOME LOANS, INC.
 P.O. BOX 650856
 DALLAS, TEXAS 75265-0856

6-8-2016
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Aimee McHargue, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8TH DAY OF June, 2016.

Jeremy Ingram
 PRINTED NAME OF NOTARY AND STAMP
Jeremy Ingram
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

16186-1

PAGE 1 OF 2

SNS Engineering Inc.
 Consulting Engineers * Land Planners * Surveyors

12885 US Highway 183 North, Suite 101-B
 Austin, Texas 78750

673/62

(512)335-3944
 FAX (512)250-8685

FINAL PLAT OF
TERRY HOME SITE
9.927 ACRES OUT OF THE SAMUEL NIMMO SURVEY,
ABSTRACT NO. 481, WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS TRACT IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARDS BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C 0325E, EFFECTIVE DATE SEPTEMBER 26, 2008.
3. SEWER SERVICE TO THE TRACTS WILL BE PROVIDED BY APPROVED ON SITE SEWAGE FACILITIES. ON SITE SEWAGE FACILITIES SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY UTILITIES DISTRICT.
5. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
6. NO BUILDINGS, FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
7. THE MINIMUM BUILDING SETBACKS FOR LOTS 1 & 2 SHALL BE 50 FEET FROM THE FRONT (CR 124), 10 FEET FROM THE SIDES AND 25 FEET FROM THE REAR PROPERTY LINES.
8. THE BUILDING OF ALL STREET, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY WILLIAMSON COUNTY, TEXAS. WILLIAMSON COUNTY DOES NOT ASSUME ANY OBLIGATION TO BUILD ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION. OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN ITS JURISDICTION.
9. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED.
10. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
11. AN 18-INCH DIAMETER CORRUGATED OR REINFORCED CONCRETE PIPE SHALL BE INSTALLED APPROXIMATELY 15 FEET WEST FROM THE SOUTHEAST PROPERTY CORNER OF LOT 2 FOR DRIVEWAY CULVERT.

SURVEYORS CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

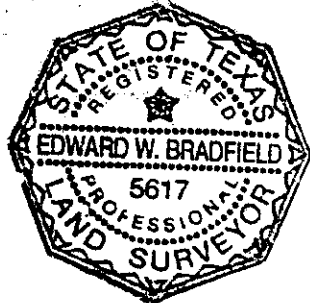
KNOW ALL MEN BY THESE PRESENTS:

I, EDWARD W. BRADFIELD, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE PERIMETER FIELD NOTES SHOWN HEREON HAVE A MATHEMATICAL CLOSURE WITHIN THE STANDARDS AS STATED IN THE PROFESSIONAL LAND SURVEYING ACT OF THE STATE OF TEXAS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THIS SUBDIVISION, TERRY HOME SITE, IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

EDWARD W. BRADFIELD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5617
STATE OF TEXAS
SNS ENGINEERING, INC.
12885 US HIGHWAY 183 NORTH, SUITE 101
AUSTIN, TEXAS 78750
snsengineering@yahoo.com



MAIL BOXES

WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT OF WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 10th DAY OF June, 2016 A.D.

Denise Bak
WILLIAMSON COUNTY ADDRESS COORDINATOR

COUNTY HEALTH DISTRICT CERTIFICATION

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

Deborah L. Marlow, R.S.
DEBORAH L. MARLOW, RS, OS0029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

06/07/2016
DATE

FLOODPLAIN ADMINISTRATOR APPROVAL

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Joe M. England, P.E.
JOE M. ENGLAND, P.E.
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

6/10/16
DATE

COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS, ROADS OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT THE STREETS, ROADS AND OTHER THOROUGHFARES SHOWN HEREON ARE PRIVATE ROADS. THE COUNTY ASSUMES NO RESPONSIBILITY OR OBLIGATION FOR CONSTRUCTION OR MAINTENANCE. FURTHER, RESPONSIBILITY FOR MAINTENANCE FOR ALL ROADS AND DRAINAGE WAYS WITHIN THIS SUBDIVISION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND ARCHITECTURAL CONTROL COMMITTEE.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, DAN 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 OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THE PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY _____, 2016 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE _____ DAY OF _____, 2016 A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. _____, TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT _____ COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS

DATE

WILLIAM WEHLIND, DEPUTY

DATE

16186-2

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