

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 2ND, 2017
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 – 18)

5. Discuss, consider and take appropriate action to approve a item transfer for Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-005730	Radio Equipment < \$5,000	1,250.00
To	0100-0341-004505	Software Maintenance	150.00
To	0100-0341-003010	Computer Equipment < \$5,000	1,100.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05730	Radio Equipment >\$5,000	\$22,372.00
To	0100.0560.03003	Radio Equipment	\$22,372.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05730	Radio Equipment >\$5,000	\$4,000.00
To	0100.0560.04968	Care of Animals	\$4,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004251	Election Supplies	\$1,200.00
To	0100-0492-004310	Advertising & Legal Notices	\$1,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-005300	Improvements >\$5,000	\$41,689.80
To	0100-0510-005003	Equipment >\$5,000	\$41,689.80

10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets including (5) Docking stations, (12) Keyboards, (7) Mice, (9) Laptops, (1) Aleratec duplicator, (1) Photosmart printer, (1) Dell Battery, (1) Misc. power cords, (9) Dell monitors, (29) Desktops, (4) Grandstream GPx2000 VoIP phone, (1) Tracvision multi-service interface box, (1) Tracvision in-motion satellite, (1) Samlex America sec 1223 (AC-DC converter), (1) Printer, (1) Date/Time stamp, (1) Calculator, (1) Digital scale, (1) Time keeper, (1) Microwave, (2) Filing cabinets, (1) Filing System, (1) Desk (see attached lists) pursuant to Tx. Local Gov't code 263.152.
12. Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Engineering Services between Prime Strategies, Inc and Williamson County dated May 13, 2014 for engineering management activities and on-call services for Williamson County Road and Bridge.
13. Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Engineering Services between Prime Strategies, Inc and Williamson County dated May 13, 2014 for engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.
14. Discuss, consider and take appropriate action on Change Order No. 3, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$0 for Lower Sanitary Sewer Piping Running to Detox Floor Sinks in relation to the Williamson County North Campus Project.

15. Discuss, consider and take appropriate action on Change Order No. 4, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$0 for Jacking and Boring for Roadway Sleeve in relation to the Williamson County North Campus Project.
16. Discuss, consider and take appropriate action on approval of the final plat for the L.R. Williams Business Park Phase 2 subdivision - Pct 3.
17. Discuss, consider and take appropriate action on approval of the preliminary plat for the L & D Acres subdivision - Pct 3.
18. Discuss, consider and take appropriate action on approval of the revised plat for the Teravista Sec 25 Blk A Lot 2 subdivision - Pct 3.

REGULAR AGENDA

19. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
20. Discuss and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2017 Swim Season.
21. Discuss, consider and take appropriate action on changes to the Unallocated funds policies and procedures.
22. Discuss, consider, and take action on 2018 Indigent Defense Discretionary Grant Resolution for Juvenile Services.
23. Discuss and take appropriate action to authorize Williamson County Sheriff's Office to participate in the Texas Department of Transportation's Click It or Ticket (CIOT) Program from May 23 to June 5, 2017.
24. Discuss, consider and take appropriate action regarding approval of acceptance of the donation of nine (9) body cameras from the Round Rock Police Department to Constable, Precinct 1
25. Discuss, consider and take appropriate action on approving a new grant funded position for Emergency Management.
26. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB #1704-161 Medical Supplies for Williamson County EMS.
27. Discuss, consider, and take appropriate action on approving service agreement with Pre-employ.com to provide pre-employment background check services to support the operations of the Williamson County Human Resources Department and authorize the County Judge to sign all attached documents.
28. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB#1704-160 Hygiene Products for Williamson County Jail.
29. Discuss, consider and take appropriate action on approving the service contract via TEXAS DIR-TSO-3430 between Knight Security Systems, LLC and Williamson County.

30. Discuss, consider, and take appropriate action regarding contract options for Clarity Election Suite Hosting with SOE Software Corporation, including but not limited to, short-term sixty (60) day extension of current agreement to allow sufficient time for finalization of a proposed and fully revised agreement as a sole source provider for elections software.

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)."

31. 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) Project Columbus Balbo
 - e) Mega Site
32. 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 the acquisition of real property for right-of-way for Mays St. Extension
 - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - c) Discuss the acquisition of real property for CR 176 at RM 2243
 - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: CR 101
 - f) Discuss the acquisition of real property: CR 111
 - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property for County Facilities.
 - j) Discuss the acquisition of real property on CR 305.
 - k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - m) Discuss the acquisition of a drainage easement for CR 108.
 - n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - o) Discuss the acquisition of real property for CR 258.
 - p) Discuss the acquisition of real property for CR Lakeline Blvd.
 - q) Discuss the acquisition of real property for US 183.
 - r) Discuss the acquisition of real property for Hairy Man Rd.
 - s) Discuss the acquisition of real property for SW Bypass.
 - t) Discuss the acquisition of real property for Crossroad Acres.
 - u) Discuss proposed acquisition of real property on CR 138.
- 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 possible sale of 183 A excess right of way

- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss the improvements 175 CR 138 (Giesen tract).

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

33. 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) County Road 241 utility and Right-of-Way Issues and matters;
- h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- i) 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
- j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- k) 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
- l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- m) Claims of Texas Association for Children and Families
- n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- o) Legislative changes to firearms laws and possession of firearms on county property
- p) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) 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
- w) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
- x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
- y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
- z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
- aa) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and

34. 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).
35. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

36. Discuss and take appropriate action concerning economic development.
37. Discuss and take appropriate action concerning real estate.
38. 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - i) 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
 - j) 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
 - k) 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
 - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - m) Claims of Texas Association for Children and Families
 - n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - o) 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.
 - p) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
 - q) Notice of claim and demand of Morgan Lee Roach.
 - r) Berry Springs Park and Preserve pipeline

s) 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).
t) Discuss requirements related to health benefit plan.
u) 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
v) Civil Action No. 1:16-cv-1023 LY, *Brian Carrier v. Lt. McKnight, et al*, In The United States District Court For The Western District Of Texas, Austin Division
w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
z) Civil Action No. Case 1:17-cv-00068; *Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant*; In The United States District Court for the Western District of Texas, Austin Division

39. 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.
40. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 05/02/2017

Line Item Transfer - Mobile Outreach Team

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve a item transfer for Mobile Outreach Team.

Background

Last week our telemedicine equipment stopped working and the system is so old that it is no longer supported and cannot be repaired. We hope to be able to use the new Cisco video conferencing equipment that may become available next budget year but we need a working system until then. We believe that the cheapest way to facilitate HIPAA compliant telepsychiatry appointments until then is to purchase an ipad and use ClearSea software. Most of our laptops do not have cameras and they need to be deployed for field calls anyway.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-005730	Radio Equipment < \$5,000	1,250.00
To	0100-0341-004505	Software Maintenance	150.00
To	0100-0341-003010	Computer Equipment < \$5,000	1,100.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jeanne Williby

Final Approval Date: 04/24/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/21/2017 03:44 PM

04/24/2017 12:40 PM

Started On: 04/20/2017 12:50 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/02/2017

Line Item Transfer

Submitted For: Robert Chody**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 transfer will allow for encryption on 28 radios.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05730	Radio Equipment >\$5,000	\$22,372.00
To	0100.0560.03003	Radio Equipment	\$22,372.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/27/2017 09:15 AM

04/27/2017 09:34 AM

Started On: 04/24/2017 03:08 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/02/2017

Line Item Transfer

Submitted For: Robert Chody**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 transfer is to provide funding for care of animals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05730	Radio Equipment >\$5,000	\$4,000.00
To	0100.0560.04968	Care of Animals	\$4,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/27/2017 09:15 AM

04/27/2017 09:34 AM

Started On: 04/26/2017 02:00 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 05/02/2017

line item transfer request for advertising and legal notices

Submitted For: Chris Davis**Submitted By:** Kay Eastes, Elections**Department:** Elections**Agenda Category:** Consent

Information**Agenda Item**

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

Background

On 4/25/17, Commissioners Court approved changing election precinct boundaries and creation of some new election precincts (Agenda Item Numbers 40 through 46). As prescribed by the Texas Election Code Section 42.035, notice of these changes shall be published in a newspaper in the county once a week for three consecutive weeks. When the FY 17 budget was created, we did not have sufficient information on which to base this cost. Request is made to transfer funds to adequately cover the cost of publishing these required public notices in English and Spanish.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004251	Election Supplies	\$1,200.00
To	0100-0492-004310	Advertising & Legal Notices	\$1,200.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kay Eastes

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/26/2017 04:22 PM

04/26/2017 04:43 PM

Started On: 04/26/2017 12:45 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/02/2017

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

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

Information**Agenda Item**

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

Background

Skid steer loader is necessary for maintenance and operational use in multiple park, trail, and preserve settings. Maintenance costs to date exceed original purchase cost, and substantial additional increase is possible with most recent mechanical failure. Equipment will reach life expectancy of 15 years next April.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-005300	Improvements >\$5,000	\$41,689.80
To	0100-0510-005003	Equipment >\$5,000	\$41,689.80

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Randy Bell

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/26/2017 04:58 PM

04/27/2017 11:04 AM

Started On: 04/26/2017 04:15 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 05/02/2017

Compensation Items

Submitted For: Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kristy Sutton
Final Approval Date: 04/27/2017

Reviewed By

Tammy Fennell
Wendy Coco

Date

04/27/2017 08:58 AM
04/27/2017 09:15 AM
Started On: 04/26/2017 02:08 PM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
911 Communications	0136	13428	\$38,394.68	\$40,362.70	\$1,968.02	5.13%	Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer III B.23 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0148	13774	\$36,547.39	38,394.67	\$1,847.28	5.05%	Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer II B.22 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0127	13772	\$36,547.39	38,394.67	\$1,847.28	5.05%	Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer II B.22 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0157	14056	\$34,791.27	36,547.38	\$1,756.11	5.05%	Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0149	14057	\$34,791.27	36,547.38	\$1,756.11	5.05%	Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0134	14061	\$34,791.27	36,547.38	\$1,756.11	5.05%	Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0133	14058	\$34,791.27	36,547.38	\$1,756.11	5.05%	Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21 Career Ladder Progression	Unallocated	4/21/2017
911 Communications	0146	14054	\$34,791.27	36,547.38	\$1,756.11	5.05%	Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21 Career Ladder Progression	Unallocated	4/21/2017
Sheriffs Office	1697	Vacant	\$41,000.00	\$41,397.72	\$397.72	0.97%	Increase vacant position salary to accommodate transfer	Unallocated	4/21/2017
Sheriffs Office	1670	Vacant	\$40,667.38	48,590.62	\$7,923.24	19.48%	Salary increase to vacant position; from C2.3 to C2.11 to accommodate tenure	Unallocated	4/21/2017
Tax Assessor Collector	1487	Vacant	\$33,089.04	40,000.00	\$6,910.96	20.89%	Increase vacant position salary to accommodate transfer	Unallocated	4/21/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**11.****Meeting Date:** 05/02/2017

Asset Auction 5/2/2017

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 including (5) Docking stations, (12) Keyboards, (7) Mice, (9) Laptops, (1) Aleratec duplicator, (1) Photosmart printer, (1) Dell Battery, (1) Misc. power cords, (9) Dell monitors, (29) Desktops, (4) Grandstream GPx2000 VoIP phone, (1) Tracvision multi-service interface box, (1) Tracvision in-motion satellite, (1) Samlex America sec 1223 (AC-DC converter), (1) Printer, (1) Date/Time stamp, (1) Calculator, (1) Digital scale, (1) Time keeper, (1) Microwave, (2) Filing cabinets, (1) Filing System, (1) Desk (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Auction

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 04/24/2017

Reviewed By

Wendy Coco

Date

04/24/2017 09:47 AM

Started On: 04/24/2017 08:58 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell docking station	CN-051XVC-73901-38K-0213-A01		Working
1	Dell docking station	CN-051XVC-73901-38K-1090-A01		Working
1	Dell docking station	CN-051XVC-73901-38K-0203-A01		Working
1	Dell docking station	CN-051XVC-73901-38K-0218-A01		Working
1	Gearhead wireless keyboard			Non-Working

Parties involved:**FROM** (Transferor Department): County Attorney
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:Dee Hobbs
Print Name

Stephanie Lloyd

Print Name

Signature

April 17, 2017

Date

943-1116

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**RECEIVED**

Print Name

Print Name

APR 20 2017

Signature

Date

Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

* 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)
1	Latitude E6530	4T3MLV1		Working
1	Latitude E6530	H4HDTY1		Working
1	Latitude E6530	117DTY1		Working
1	Latitude E6530	95PDTY1		Working
1	Latitude E6530	5BJDTY1		Working

Parties involved:

FROM (Transferor Department): County Attorney

**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:Dee Hobbs
Print NameStephanie Lloyd
Print Name

Signature

April 17, 2017

Date

943-1116
Phone Number

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

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Contact Person: RECEIVED

Print Name

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Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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☐ 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	Aleratec duplicator	s/n: 00372-003479		Non-Working
1	HP Photosmart 8050 printer	s/n: MY56P120T4		Non-Working
1	Dell 97wh battery			Non-Working
1	misc. computer power cords			Working
1	Dell 17" monitor	CN-0CC352-64180-68P-1E35		Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

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

Contact Person:

Dee Hobbs
Print Name

Stephanie Lloyd
Print Name

Signature

April 17, 2017
Date

943-1116
Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Contact Person:

RECEIVED

Print Name

Print Name

APR 20 2017

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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COPY

Williamson County Asset Status Change Form

Print Form

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- ☐ DONATION to a non-county entity
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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 form			

Parties involved:

FROM (Transferor Department): 0581

Transferor - Elected Official/Department Head/
Authorized Staff:

Terry Purvis Michael Wright

Print Name

Michael Wright

Signature

Contact Person:

Chris Ball

Print Name

31934

Date Phone Number

RECEIVED

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:

TONY HILL

Print Name

Print Name

Signature

Date Phone Number

APR 18 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Dell Precision T3500

32BF8P1

32DF8P1

329F8P1

4KT2FQ1

4KT1FQ1

32DB8P1

32CB8P1

32FC8P1

32BD8P1

32CC8P1

32DC8P1

2UZ1FQ1

32CF8P1

32FB8P1

32BB8P1

32FD8P1

32CD8P1

32BC8P1

2VZ0FQ1

4KTQFQ1

Dell Precision T1500

CX08QL1

Dell Precision T3600

9PWHHX1

RECEIVED

APR 18 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Williamson County

Asset Status Change Form

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- ☐ TRANSFER bet ween county departments
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☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Grandstream GPX2000 VoIP Phone	20EYVGN99021F4FD	NA	Working
1	Grandstream GPX2000 VoIP Phone	20EYVGN99021F168	NA	Working
1	Grandstream GPX2000 VoIP Phone	20EYVGN99021F6B6	NA	Working
1	Grandstream GPX2000 VoIP Phone	20EYVGN99021F4F4	NA	Working

Parties involved:FROM (Transferor Department): Emergency Management (0541)

RECEIVED

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

Jarred Thomas

Jarred Thomas

APR 18 2017

Print Name

Print Name

Signature

April 1, 2016

Date

+1 (512) 864-8269

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXASTO (Transferee Department/Auction/Trade-in/Donor): 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

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Williamson County

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 ☐ DESTRUCTION due to Public Health / Safety
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 ☐ 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	TRACVISION MULTI-SERVICE INTERFACE BOX (KVH)	080302757	TX2460022	Working
1	TRACVISION IN-MOTION SATELLITE 02-1646-01 TVR6	080301734	NA	Working
1	SAMLEX AMERICA SEC 1223 (AC-DC CONVERTER)	03061-7E03-00108	NA	Non-Working
				Working

Parties involved:
FROM (Transferor Department): Emergency Management (0541)

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

 Jarred Thomas
 Print Name

Signature

April 1, 2016

Date

Contact Person:

 Jarred Thomas
 Print Name

 +1 (512) 864-8269
 Phone Number

RECEIVED

APR 18 2017

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

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Williamson County

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☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
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☐ 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	Cannon i960 color printer	i960	n/a	Working <input type="checkbox"/>
1	Lathem Date/Time Stamp	U118655	n/a	Non-Working <input type="checkbox"/>
1	Cannon Calculator	MP25DX	n/a	Non-Working <input type="checkbox"/>
1	1'x2' digital safe	n/a	n/a	Non-Working <input type="checkbox"/>
				Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Personal Bond 0476

Transferor - Elected Official/Department Head/
Authorized Staff:

Teri Miller

Print Name

Signature

Contact Person:

Teri Miller

Print Name

4/18/17 943-1496

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

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Williamson County

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- ☐ TRANSFER bet ween county departments
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- ☐ 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	Dell Optiplex 740 w/ mointor, keyboard and mouse	GLMWOG1	C01924	Working <input type="checkbox"/>
1	Dell Optiplex 760 w/ monitor/ keyboard and mouse	GJXWCK1	C02617	Working <input type="checkbox"/>
1	Pyramid Time Keeper	370	0	Non-Working <input type="checkbox"/>
1	Sharp Microwave	unknown	0	Non-Working <input type="checkbox"/>
2	HON 4 Drawe Filing Cabinet	none	0	Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Magistrate 0477

Transferor - Elected Official/Department Head/
Authorized Staff:

Teri Miller

Print Name

Teri Miller
Signature

4/18/17

Date

Contact Person:

Teri Miller

Print Name

943-1496

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

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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)

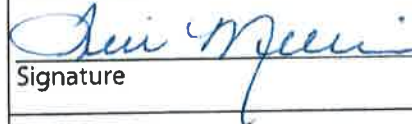
- ☐ TRANSFER bet ween county departments
☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex GX520 w/ monitor/keyboard and mouse	15L1V91	CO1131	Working <input type="checkbox"/>
1	Dell Laptop w/ charging station momitor, keyboard and mouse	2VF2F1	CO1729	Non-Working <input type="checkbox"/>
1	Dell Laptop w/ charging station and monitor.keyboard and mouse	15LCNX1	0	Non-Working <input type="checkbox"/>
1	Dell Dimension 4600 w/ monitor/keyboard and mouse	FDJFV51	C00805	Working <input type="checkbox"/>
1	Dell Optiplex 740 w/ monitor/ keyboard and Mouse	3PVZQG1	Co1949	Working <input type="checkbox"/>

Parties involved:
FROM (Transferor Department): Magistrate 0477
**Transferor - Elected Official/Department Head/
Authorized Staff:**

 Teri Miller
 Print Name


 Signature

4/18/17

Date

Contact Person:

Teri Miller

Print Name

943-1496

Phone Number

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

Contact Person **RECEIVED**

Print Name

Print Name

APR 18 2017

Signature

Date

Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

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☐ TRADE-IN for new assets of similar type for the county
 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	8'x4x 5 shelf filing system	none	none	Working

Parties involved:**FROM** (Transferor Department): Magistrate 0477**Transferor - Elected Official/Department Head/Authorized Staff:****Contact Person:**

Teri Miller

Teri Miller

Print Name

Print Name



April 18, 2017

943-1496

Signature

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

RECEIVED

APR 18 2017

AUDITOR'S OFFICE

WILLIAMSON COUNTY TEXAS

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Williamson County

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- ☐ TRANSFER between 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	6'x3' wood desk	DE9TE	none	Working

Parties involved:

FROM (Transferor Department): Magistrate 0477

Transferor - Elected Official/Department Head/
Authorized Staff:

Teri Miller
Print Name

Signature

Contact Person:

Teri Miller
Print Name

943-1496
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.)

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

APR 20 2017

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2008 Dell Opti Plex 740 Computer	84YXSF1	P02002	Unknown
1	2007 Dell Opti Plex 740 Computer	DZZSNC1	C01412	Unknown
1	2005 Dell Opti Plex GX520 Computer	BNRZN81	P02003	Unknown
1	2009 Dell Opti Plex 740 Computer-On replacement list	JVBPWH1	C02200	Working
4	Monitors and keyboards			Working

Parties involved:
FROM (Transferor Department): Sheriff (560)

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

Chief Tim Ryle

Starla Hall

Print Name

Print Name

Signature

Date +1 (512) 943-5270
Phone Number
TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

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

Contact Person:

RECEIVED

Print Name

Print Name

APR 17 2017

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Commissioners Court - Regular Session**12.****Meeting Date:** 05/02/2017

Prime Strategies Inc WA 5

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Engineering Services between Prime Strategies, Inc and Williamson County dated May 13, 2014 for engineering management activities and on-call services for Williamson County Road and Bridge.

Background

Fiscal Impact

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

AttachmentsPSI - WA 5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/28/2017

Reviewed By

Wendy Coco

Date

04/28/2017 10:03 AM

Started On: 04/26/2017 02:36 PM

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 5

This Work Authorization is made as of this 1st day of May, 2017, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 13, 2014 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management activities and on-call services for the Road & Bridge Department of Williamson County.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until 12/31/2019. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

As requested by Road & Bridge Staff

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$300,000.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Dan A. Gattis

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By: _____

Name: Michael J. Weaver

Title: President

Date: April 25, 2017

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY PSI

The services to be performed by Consultant under this Agreement shall consist of providing management and on-call services as requested to support the Road & Bridge Department of Williamson County.

Consultant shall furnish materials required to perform the on-call services specified below.

1. Coordinate with the Sr. Director of Infrastructure, Director of Road & Bridge, County Engineer and other County representatives.
2. Coordinate with State agencies on behalf of the County to facilitate project development and/or expedite the review and approval process of the project plans by these agencies.
3. Coordinate with various entities to review establish goals, constraints, priorities, and responsibilities, and update as required.
4. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
5. Assist in requesting qualification statements from firms for services.
6. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
7. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
8. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements between Williamson County and other entities for designed "partnering" projects.

10. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
11. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor expenditures and cash flows.
12. Update as necessary the standardized professional service agreement (PSA) and construction contracts for road activities.
13. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
14. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
15. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
16. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
17. Update and modify all project signage for all of the county and state road projects in the county.
18. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for roadway projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
19. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for roadway projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
20. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of projects. Including:
 - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

- b) Prepare Master Schedules as requested, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the request.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Standard Procedures Manual.
 - e) Maintain Standard Forms.
 - f) Maintain Engineering Design Criteria.
 - g) Maintain Plan Preparation Criteria.
 - h) Maintain Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
21. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
22. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to roadway projects as requested.
23. Manage and oversee design and survey firm activities, including but not limited to:
- a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
24. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
- a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
 - f) Perform design reviews, including constructability reviews, in accordance with the Roadway Procedures Manual.
 - g) Review invoices, as requested.

- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
 - j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.
25. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.
26. Provide bid phase and construction phase services including, but not limited to:
- a) Coordinate the preparation of the bid documents.
 - b) Facilitate the pre-bid conference.
 - c) Coordinate and approve the preparation and distribution of addenda.
 - d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
 - e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
 - f) Coordinate the preparation of the contract documents.
 - g) Facilitate the pre-construction conference.
 - h) Prepare and issue project documentation throughout the duration of the project.
 - i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
 - j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
 - k) Review and evaluate contractor's construction schedule.
 - l) Receive and process submittals.
 - m) Attend weekly construction progress meetings and prepare and issue construction update reports.
 - n) Prepare and issue traffic control notifications to affected entities.
 - o) Perform and document traffic control and SW3P inspections.
 - p) Receive and review QC test results, and oversee the independent testing firms.
 - q) Assist the county in documentation of the DBE program.
 - r) Prepare and process RFIs and Change Orders when necessary.
 - s) Review and approve monthly construction pay applications.
 - t) Negotiate Change Orders and claims, as needed.
 - u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
 - v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

27. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update Long Range Plan;
- Monitor and Update Webpages;
- Meetings/Phone Calls/E-Mails with the management Team

Commissioners Court - Regular Session**13.****Meeting Date:** 05/02/2017

Prime Strategies Inc WA 6

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 6 under Williamson County Contract for Engineering Services between Prime Strategies, Inc and Williamson County dated May 13, 2014 for engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPSI - WA 6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/28/2017

Reviewed By

Wendy Coco

Date

04/28/2017 10:03 AM

Started On: 04/26/2017 02:45 PM

BUDGET ALLOCATED WORK AUTHORIZATION NUMBER 6

This Work Authorization is made as of this 27th day of January, 2017, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 13, 2014 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Not Applicable

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Monthly reports and other reports, memorandum, etc. identified in the Scope of Services

Section B. – Applicable Period and Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until 12/31/2017. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

January 27, 2017 – December 31, 2017

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$350,000.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Budget Allocated Work Authorization, County shall bear all costs incident to compliance with the following:

Not Applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Budget Allocated Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and PSI have executed this Budget Allocated Work Authorization.

Williamson County, Texas
(County)

By: _____

Name: Dan A. Gattis

Title: County Judge

Date: _____, 20____

Prime Strategies, Inc.
(PSI)

By: _____

Name: Michael J. Weaver

Title: President

Date: April, 2017

EXHIBIT B

**SCOPE OF SERVICES TO BE PROVIDED
BY PSI**

The services to be performed by Consultant under this Agreement shall consist of providing Williamson County LTP Corridor Program General Engineering Consultant (GEC) – Corridor Planning, Design and Program Management Services required to initiate and monitor production of contract documents for the projects for the LTP Corridor Program road and drainage projects.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance

Funding Agreements between Williamson County and other entities for designed “partnering” projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for corridor projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County LTP Corridor projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

21. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of corridor projects. Including:
 - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - b) Prepare a Master Schedule for the LTP Corridor Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Engineering Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
22. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
23. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
24. Manage and oversee design and survey firm activities, including but not limited to:
 - a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
25. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
 - a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County

requirements.

- f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
- g) Review invoices, as requested.
- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

26. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

27. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.

- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

28. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County LTP Corridor Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the corridor projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and corridor work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;

PSI Project Number: WC-425.2
Williamson County LTP Corridor Program
Budget Allocated Work Authorizations

- Update LTP Corridor project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Webpages;
- Meetings/Phone Calls/E-Mails with the management Team

LTP CORRIDOR PROJECTS

- Meet with Commissioners on Specific projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual projects;
- Meetings with environmental consultants on specific projects.

Commissioners Court - Regular Session**14.****Meeting Date:** 05/02/2017

North Campus Facility - Change Order 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 3, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$0 for Lower Sanitary Sewer Piping Running to Detox Floor Sinks in relation to the Williamson County North Campus Project.

Background

The architect has sloped the floors in the EMS Wet Training Rooms which requires the floor sinks to be lowered.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[NCF Change Order 3](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Date

04/26/2017 04:21 PM

Started On: 04/26/2017 02:50 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

February 27, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Lower Sanitary Sewer Piping Running to Detox Floor Sinks for the above referenced project.

Lower Sanitary Sewer Piping Running to Detox Floor Sinks

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "DBoram", written over a light-colored background.

Doug Boram

Attachments:

CC: Brody Harris

FORM B**PROJECT: North Campus Facilities****CHANGE PROPOSAL NO: 233901-0003****QUOTATION :**

Item	Labor	Materials	Subs	Total
Lower Sanitary Sewer Piping Running to Detox Floor Sinks	\$0.00	\$0.00	\$1,706.00	\$1,706.00
Vaughn Subcontractor Default Insurance	\$0.00	\$0.00	\$21.00	\$21.00
To be Funded by Owners Contingency	\$0.00	\$0.00	\$(1,727.00)	\$(1,727.00)

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

Overhead	\$0.00
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Fee on Subs	\$0.00
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Fee on JTV	\$0.00
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Bond	\$0.00
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Remodel Tax	\$0.00
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TOTAL	\$0.00
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TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date: 2/27/2017****Accepted****VAUGHN CONSTRUCTION****By:** _____**By:** 
Doug Boram**Date** _____**Proposal Valid for 10 Days**



LOCHRIDGE PRIEST
HEATING • AIR CONDITIONING • PLUMBING

TACLA28343C

M-41036

Price Change Order #

005

Date: February 24, 2017

To: **Vaughn Construction**
3920 N. IH-35
Austin, Texas 78751

Job Name: **Williamson County North**
Campus Facility

Attn: **Doug Boram**

Job Location: 3171 SE Inner Loop
Georgetown, Texas 78626

LP Job #:

HC16-651

Reference: **Lower San. Sewer Lines per RFI-057**

Please (add) the amount below to (add) the items listed in the breakout sheet (attached) as per comments from (GC, Architech, Engineer) to specifications listed. Please note: this changes will not take effect until Lochridge Priest receives a notice to proceed or a Contract Change Order.

Base Bid Total: **\$1,706.00**

Inclusions: Lower the sanitary sewer piping running to detox floor sinks per RFI-057

Exclusions: Bond, overtime and original contract exclusions.

By:

Mark Veselka
Project Manager

Please Note: Lochridge Priest has the right to reprice this change order in the event that the supplied information is incorrect or differs from the actual field situation.

Lochrige Priest

JOB NAME: Williamson County Courthouse LOCATION: 3171 SE Inner Loop, Georgetown, Texas 78626		HVAC & PLUMBING SHORT RECAP				PRINT TIME: 2/24/2017 14:45 BID DATE: 11/11/2016 EST. NO.: CP-05	
		LABOR RATE: \$ 40.00 MCA %: 100%	MAN HRS UNIT HRS EXT HRS		EQUIP \$	MAT'L \$	LABOR \$

P L U M B I N G	QUAN	DESCRIPTION						
	1	Loewer SS Pipe to Detox	24	24	\$ -	\$ -	\$ 960	\$ -
	1			0	0	\$ -	\$ -	\$ -
	1			0	0	\$ -	\$ -	\$ -
	1			0	0	\$ -	\$ -	\$ -
	1			0	0	\$ -	\$ -	\$ -
	1			0	0	\$ -	\$ -	\$ -
	1	20% ADD FOR MED. GAS. PIP	0	0	\$ -	\$ -	\$ -	\$ -
	1	10% ADD FOR DOM. WTR. PIP	0	0	\$ -	\$ -	\$ -	\$ -
		- TAG & ID		0	\$ -	\$ -	\$ -	\$ -
		- TESTING 10.0%		2	\$ -	\$ -	\$ 96	\$ -
		- SUPERVISION 10.0%		3	\$ -	\$ -	\$ 105	\$ -
PLUMBING TOTALS			29	\$ -	\$ -	\$ 1,162	\$ -	

P I P I N G	QUAN	DESCRIPTION						
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -	\$ -
	1	10% ADD FOR 1" & DOWN PIP	0	0	\$ -	\$ -	\$ -	\$ -
		- TAG & ID		0	\$ -	\$ -	\$ -	\$ -
		- SUPERVISION 10.0%		0	\$ -	\$ -	\$ -	\$ -
	PIPING TOTALS			0	\$ 0	\$ 0	\$ 0	\$ 0

S H E E T M E T A L	#'S OF DUCT: 0						
	LABOR RATES						
	\$ 40.00	SHOP		0	\$ -	\$ -	\$ -
	\$ 40.00	HANDLING		0	\$ -	\$ -	\$ -
	\$ 40.00	FIELD		0	\$ -	\$ -	\$ -
	QUAN	DESCRIPTION					
	1	Sheetmetal Shop Expense					\$ -
	1	20% FIELD CORR. FACTOR	0	0	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -
	1		0	0	\$ -	\$ -	\$ -
	- SUPERVISION 10.0%		0	\$ -	\$ -	\$ -	
SHEETMETAL TOTALS			0	\$ -	\$ -	\$ -	

HVAC TOTALS			0	\$ -	\$ -	\$ -
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S U B & M I S C	LINE	DESCRIPTION	VENDOR				SUBCONTRACTOR
	1	INSULATION			\$ -	\$ -	\$ -
	2	TEMP CONTROLS			\$ -	\$ -	\$ -
	3				\$ -	\$ -	\$ -
	4				\$ -	\$ -	\$ -
	5				\$ -	\$ -	\$ -
	6				\$ -	\$ -	\$ -
	7	CLEAN UP CREW	2.0%		\$ -	\$ -	\$ 23
	8	EQUIPMENT RENTAL					\$ -
	9	SU, T & B : G & A					\$ 225
		- SMALL TOOL/MISC MTL/WARRANTY			\$ -	\$ -	\$ -
	SUB & MISC. TOTALS				\$ -	\$ -	\$ 23

M I S C	STARTUP LABOR RATE: \$ 90.00 EQUIPMENT ADJUSTMENT: \$ - WARRANTY %: 4% MISC. MATERIAL %: 17%		SUMMARY				
				HVAC	SUB & MISC.	PLUMBING	TOTALS
			EQUIP	\$ -	\$ -	\$ -	\$ -
			MATL	\$ -	\$ -	\$ -	\$ -
			LABOR	\$ -	\$ 23	\$ 1,162	\$ 1,185
			S/M	\$ -	\$ 225	\$ -	\$ 225
			TAX	\$ -	\$ -	\$ -	\$ -
			COST	\$ -	\$ 248	\$ 1,162	\$ 1,410
			GEN. COND.	\$ -	\$ 25	\$ 116	\$ 141
			SUBTOTAL	\$ -	\$ 273	\$ 1,278	\$ 1,551
			FEE	\$ -	\$ 27	\$ 128	\$ 155
			BID W/O BOND	\$ -	\$ 300	\$ 1,406	\$ 1,706
		PERF. BOND				\$ -	
		JOB TOTAL BID				\$ 1,706	
		% M/U v LABOR	0.0%	117.5%	11.0%	13.1%	

Lochridge Priest

GENERAL ADMINISTRATIVE & MISCELLANEOUS SUMMARY				PRINT TIME: 2/24/2017 14:45	
JOB NAME:	Williamson County Courthouse			BID DATE:	11/11/2016
LOCATION:	3171 SE Inner Loop, Georgetown, Texas 78626			EST. NO.:	CP-04
GEN & ADMIN DESCRIPTION	UNIT COST	UNIT MEASURE	QUANTITY	TOTAL COST	
1 PROJECT MANAGER	\$ 75	Hr	3.00	\$ 225	
2 ASSISTANT PROJECT MANAGER	\$ 10,700	Month	0.00	\$ -	
3 SUPERINTENDENT	\$ 15,500	Month	0.00	\$ -	
4 SECRETARIES	\$ 3,500	Month	0.00	\$ -	
5 PROJECT OFFICE	\$ 2,062	Month	0.00	\$ -	
6 ENGINEERING	\$ 99	Hour	0.00	\$ -	
7 TELEPHONE/FAX/OFFICE SUPPLIES	\$ 1,000	Month	0.00	\$ -	
8 SHEET METAL CARTAGE	\$ 700	Trip	0.00	\$ -	
9 PICK-UP & DELIVERIES	\$ 375	Each	0.00	\$ -	
10 NEW HIRE COSTS/SAFETY TRAINING	\$ 500	Each	0.00	\$ -	
11 ESTIMATING	\$ 80	Hour	0.00	\$ -	
12 SHOP & RECORD DRAWINGS - 8% OF LABOR	\$ 45	Hour	0.00	\$ -	
GENERAL ADMINISTRATIVE SUMMARY TOTAL				\$ 225	

EQUIPMENT RENTAL				
DESCRIPTION	UNIT COST	UNIT MEASURE	QUAN.	TOTAL COST
185 CFM AIR COMP W/HOSES	\$ 2,174.00	MONTH	0	\$ -
SCISSOR LIFT -- 15 FT ELEC	\$ 350.00	MONTH	0	\$ -
GENERATOR - 4000 WATT	\$ 457.00	MONTH	0	\$ -
FORK LIFT -- WAREHOUSE 5000LB	\$ 1,716.00	MONTH	0	\$ -
SKYTRACK	\$ 3,457.00	MONTH	0	\$ -
WELDING MACHINE - GASOLINE	\$ 692.00	MONTH	0	\$ -
BACKHOE -- 12 FT	\$ 3,082.00	MONTH	0	\$ -
TRACKHOE -- 13-15 FT	\$ 5,102.00	MONTH	0	\$ -
COMPACTOR	\$ 500.00	MONTH	0	\$ -
TRENCHER	\$ 9,500.00	Week	0	\$ -
TRENCHER DELIVERY/PICKUP	\$ 750.00	LOT	0	\$ -
FUEL	\$ 1,073.00	IOT	0	\$ -
RENTAL EQUIPMENT INSURANCE	\$ -		0	\$ -
RENTAL EQUIPMENT TAX				\$ -
TOTAL EQUIP RENTAL				\$ -

BALANCE -- STARTUP AIR & WATER									
QUAN	DESCRIPTION	PIPING		SHEETMETAL		PIPING		SHEETMETAL	
		STRTUP UNIT	BAL UNIT	STRTUP UNIT	BAL UNIT	STRTUP EXT	BAL EXT	STRTUP EXT	BAL EXT
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	G/R/D	0.00	0.00	0.00	0.50	0	0	0	0
SUB-TOTALS						0	0	0	0
						PIPING		SHT MTL	
START UP TOTALS						0 MANHRS		0 MANHRS	
BALANCE TOTALS						0 MANHRS		0 MANHRS	
MNHRS						COST			
STARTUP - PIPING		0		\$		-			
STARTUP - SHEETMETAL		0		\$		-			
BALANCE - PIPING		0		\$		-			
BALANCE - SHEETMETAL		0		\$		-			
TOTAL		0		\$		-			

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$0	\$406,772	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,124,156
2	OCO	10	-	\$136,985	\$0	(\$136,985)	\$0	\$0	\$0	\$21,124,156
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,124,156
4		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
5		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
6		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,124,156
Current Amounts		10	0	\$18,337,766	\$0	\$264,401	\$1,896,522	\$625,467	\$21,124,156	\$21,124,156

Commissioners Court - Regular Session**15.****Meeting Date:** 05/02/2017

North Campus Facility - Change Order 4

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No. 4, to the Agreement between Williamson County and J. T. Vaughn Construction, LLC, in the amount of \$0 for Jacking and Boring for Roadway Sleeve in relation to the Williamson County North Campus Project.

Background

The original jack bore pit and man hole was in Oncor Electric's right of way which they will not allow. This will move the pit and man hole approximately 85 feet so it will be out of Oncor's right of way.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[NCF Change Order 4](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Date

04/26/2017 04:21 PM

Started On: 04/26/2017 02:51 PM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

April 11, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0004

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Jacking and Boring for Roadway Sleeve per ASI-009 for the above referenced project.

Revised Jacking and Boring for Roadway Sleeve per ASI-009 from BLGY dated 4/6/2017

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "Boram", written over a light blue horizontal line.

Doug Boram

Attachments:

CC:

FORM B**PROJECT: North Campus Facilities****CHANGE PROPOSAL NO: 233901-0004****QUOTATION :**

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Revised Jacking and Boring for Roadway Sleeve per ASI-009 from BLGY dated 4/6/2017	\$0.00	\$0.00	\$19,494.00	\$19,494.00
To be Funded by Owners Contingency	\$0.00	\$0.00	\$(19,494.00)	\$(19,494.00)

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

Overhead	\$0.00
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Fee on Subs	\$0.00
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Fee on JTV	\$0.00
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Bond	\$0.00
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Remodel Tax	\$0.00
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TOTAL	\$0.00
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TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date: 4/11/2017****Accepted****VAUGHN CONSTRUCTION****By:** _____**By:**  _____
Doug Boram**Date** _____**Proposal Valid for 10 Days**

WPM Construction Services, Inc.
Job #16-30 Williamson County North Campus

[illegible]

Date:	3/7/2016	\$	96,248.75
		\$	14,437.31
	OH&P	15.00%	
		\$	110,686.00

	\$	110,686.00
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WPM Construction Services, Inc.
Job #16-30 Williamson County North Campus

Item #	Description	Quantity	Units	Unit Cost Subcontractor	Subcontractor Cost	Unit Cost Equipment	Equipment Cost	Unit Cost Material	Material Cost	Unit Cost Labor	Labor Cost	Subtotal
	Foreman	85.00	HR							\$ 46.81	\$ 3,978.85	\$ 3,978.85
	Operator x (2)	160.00	HR							\$ 33.04	\$ 5,286.40	\$ 5,286.40
	Pipe Layer x (2)	160.00	HR							\$ 34.30	\$ 5,488.00	\$ 5,488.00
	Cat 336 Excavator	150.00	HR			\$ 133.25	\$ 19,987.50					\$ 19,987.50
	Cat 950 Loader	150.00	HR			\$ 82.03	\$ 12,304.50					\$ 12,304.50
	Cat 420 Backhoe	100.00	HR			\$ 40.90	\$ 4,090.00					\$ 4,090.00
	Trench Safety	1.00	LS			\$ 7,800.00	\$ 7,800.00					\$ 7,800.00
	Potholing for Existing Utilities	1.00	LS							\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	Jack and Bore Subcontractor	203.00	LF	\$ 235.00	\$ 47,705.00							\$ 47,705.00
	Concrete	8.00	CY					\$ 110.00	\$ 880.00			\$ 880.00
	Flowable grout and pump	10	CY					\$ 218.00	\$ 2,180.00			\$ 2,180.00

Date: 4/1/2017		\$	113,200.25
	OH&P	15.00%	\$ 16,980.04
			\$ 130,180.00

Cost Delta from CP #002 = \$19,494

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	-	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
6		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,334,461	\$406,771	\$267,706	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927

Commissioners Court - Regular Session**16.****Meeting Date:** 05/02/2017

Discuss consider and take appropriate action on approval of the final plat for the LR Williams Business Park Ph 2 subdivision - Pct 3

Submitted For: Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss. consider and take appropriate action on approval of the final plat for the L.R. Williams Business Park Phase 2 subdivision - Pct 3.

Background

This is the second phase of the L.R. Williams Business Park, located along CR 145 east of Jarrell. This phase includes six, one (1)-acre lots and 1,112 feet of new roadway. Construction of the roads has not been completed, but a performance bond in the amount of \$191,571.60 has been posted with the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Final Plat - L.R. Williams Business Park Phase 2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

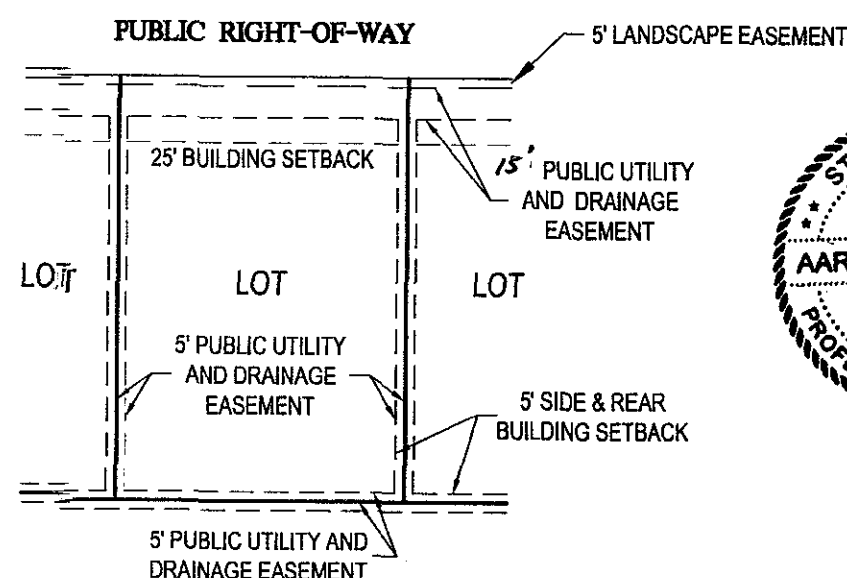
Date

04/27/2017 09:15 AM

Started On: 04/25/2017 02:49 PM

NOTES:

1. ACREAGE OF SUBDIVISION, = 8.285 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.11 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0150E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE LOT, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CABLE LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENTS OF MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. 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.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
18. NO PORTION OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
20. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
21. THIS SUBDIVISION IS SUBJECT TO A 5' LANDSCAPE EASEMENT OUTSIDE OF THE PUBLIC UTILITY EASEMENT TO OFF-SET THE PROPOSED IMPROVEMENTS COVER OF THE ROAD. THE 5' LANDSCAPE EASEMENT PROVIDES FAIR CONDITION GRASS IN PLACE OF THE EXISTING ROW CROPS FROM THE PROPOSED EDGE OF PAVEMENT TO 5' OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS ADDITION OF FAIR CONDITION GRASS IS SUFFICIENT TO CAUSE NO DOWNSTREAM IMPACT FROM STORM WATER RUN OFF AFTER PROPOSED CONSTRUCTION.
22. IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) 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 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.
23. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
24. ALL LOT OWNERS SHALL BE REQUIRED TO SUBMIT CONSTRUCTION PLANS TO EMERGENCY SERVICES DISTRICT NO. 5, JARRELL FIRE DEPARTMENT AND RECEIVE APPROVAL BEFORE ANY DEVELOPMENT CAN BEGIN.

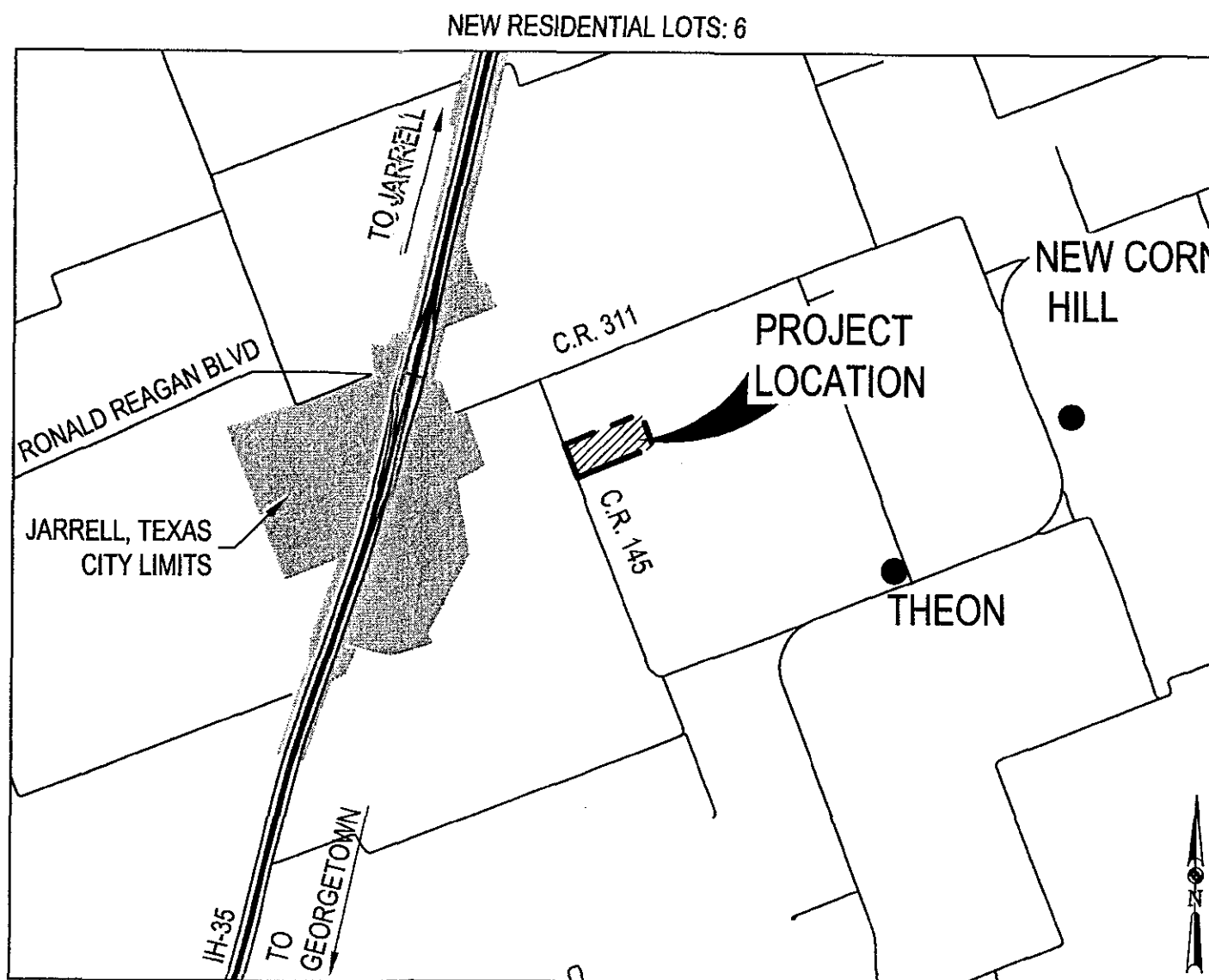


TYPICAL LOT EASEMENTS
N.T.S. (ESTABLISHED ON ALL LOTS)



FINAL PLAT OF L.R. WILLIAMS BUSINESS PARK, PHASE II

BEING A 8.285 ACRE TRACT OF LAND, LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 8.285 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICE PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

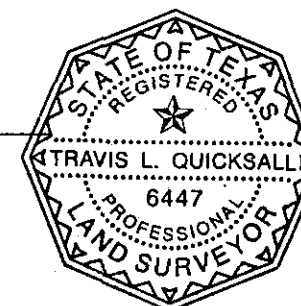


LOCATION MAP
N.T.S.

STATE OF TEXAS X
COUNTY OF WILLIAMSON X

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

Travis L. Quicksall
REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.



STATE OF TEXAS X
COUNTY OF WILLIAMSON X

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

Aaron J. Neumann
LICENSED PROFESSIONAL ENGINEER
AARON NEUMANN, P.E.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 23 DAY OF Jan, 2017 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

OWNER/DEVELOPER:
LR WILLIAMS INDUSTRIAL, LLC
C/O Sissy Williams
PO BOX 91
THORNDALE, TX 76577
OFF: (800) 511-2430
DROBERTS@
LONESTARLANDPARTNERS.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O AARON J. NEUMANN, P.E.
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFF: (830) 249-0600
FAX: (830) 249-0099
ANEUMANN@MATKINHOOVER.COM

MATKINHOOVER
ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: (830) 249-0600 FAX: (830) 249-0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JANUARY 2017

JOB NO. 2754.01

SHEET 2 OF 2

STATE OF TEXAS X
COUNTY OF WILLIAMSON X

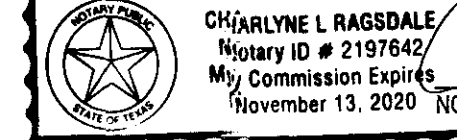
KNOW ALL MEN BY THESE PRESENTS:

I, Sissy Williams, CO-OWNER AND AGENT FOR LR WILLIAMS INDUSTRIAL, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015073881 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS L.R. WILLIAMS BUSINESS PARK PHASE II.

LR WILLIAMS INDUSTRIAL, LLC
C/O Sissy Williams
P.O. BOX 91
THORNDALE, TX 76577

Sissy Williams
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Sissy Williams* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.



Charlyne L. Raggsdale
NOTARY PUBLIC, STATE OF TEXAS

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

Deborah L. Marlow
DEBORAH L. MARLOW, RS, OS0029596;
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF TEXAS X
COUNTY OF WILLIAMSON X

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

DATED THIS DAY OF , 20 AD.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS X
COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF , 20 AD. AT O'CLOCK M AND DULY RECORDED THIS DAY OF , 20 AD. AT O'CLOCK M, IN THE PLAT RECORDS OF SAID COUNTY IN CABINET , SLIDE

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

NANCY RISTER, CLERK COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS

BY: DEPUTY

SITE SUMMARY

LR WILLIAMS LANE: 8468 L.F.
DESIGN SPEED: 30 MPH
LR WILLIAMS COURT: 2568 L.F.
DESIGN SPEED: 30 MPH

L.R. WILLIAMS BUSINESS PARK, PHASE II

BEING AN 8.285 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP
SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 8.285
ACRE TRACT BEING A REMAINING PORTION OF A CALLED 24.292 ACRE
"TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC
RECORDS, WILLIAMSON COUNTY, TEXAS.

FIELD NOTES FOR AN 8.285 ACRE TRACT OF LAND

BEING AN 8.285 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 8.285 ACRE TRACT BEING A REMAINING PORTION OF THAT CALLED "TRACT 3" BEING 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 8.285 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP LOCATED IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, SAID POINT BEING A WEST CORNER OF LOT 2, L.R. WILLIAMS BUSINESS PARK PHASE ONE;

1. THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 145, THE WEST LINE OF SAID 24.292 ACRE TRACT, N 21°28'26" W A DISTANCE OF 130.00' TO A 1/2" IRON ROD FOUND WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP LOCATED AT WEST CORNER OF LOT 1, L.R. WILLIAMS BUSINESS PARK PHASE ONE

THENCE, DEPARTING THE RIGHT-OF-WAY LINE OF COUNTY ROAD 145 FOLLOWING THE SOUTHERN LINES OF L.R. WILLIAMS BUSINESS PARK LOT 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

2. WITH A CURVE TO THE LEFT CONTAINING A RADIUS OF 35.00', A CENTRAL ANGLE OF 90°29'08", A CHORD BEARING S 66°42'59" E A DISTANCE OF 49.71' TO A 1/2" IRON ROD FOUND WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR A POINT OF TANGENCY;

3. N 68°02'27" E A DISTANCE OF 405.40' TO A 1/2" IRON ROD FOUND WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP LOCATED AT THE SOUTHEAST CORNER OF SAID LOT 1, L.R. WILLIAMS BUSINESS PARK PHASE ONE, SAID POINT BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

4. N 21°57'33" W A DISTANCE OF 199.99' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN THE NORTH LINE OF THE REMAINING PORTION OF SAID 24.292 ACRE TRACT;

5. THENCE, WITH THE NORTH LINE OF THE REMAINING PORTION OF SAID 24.292 ACRES TRACT N 68°02'27" E DISTANCE OF 440.00' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ACROSS SAID 24.292 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

6. S 21°57'39" E A DISTANCE OF 199.99 TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
7. S 68°02'27" W A DISTANCE OF 45.00' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
8. S 21°57'39" E A DISTANCE OF 60.00' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
9. N 68°02'27" E A DISTANCE OF 78.00' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
10. S 21°57'39" E A DISTANCE OF 235.99' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
11. N 68°02'27" E A DISTANCE OF 99.00' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
12. S 21°57'39" E A DISTANCE OF 179.47' TO A 1/2" IRON ROD SET WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN THE SOUTH LINE OF SAID 24.292 ACRE TRACT;
13. THENCE, S 68°02'26" W A DISTANCE OF 607.51' TO A 1/2" IRON ROD FOUND WITH A BLUE "QUICK" INCL RPMS 6447" PLASTIC CAP LOCATED AT THE SOUTHEAST CORNER OF LOT 3, L.R. WILLIAMS BUSINESS PARK PHASE ONE;

THENCE, FOLLOWING MULTIPLE LINES OF SAID L.R. WILLIAMS BUSINESS PARK PHASE ONE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

14. N 21°28'26" W A DISTANCE OF 211.53' TO A 1/2" IRON ROD FOUND WITH A BLUE, "QUICK INC RPLS 6447" PLASTIC CAP LOCATED AT THE NORTHEAST CORNER OF SAID LOT 3, L.R. WILLIAMS BUSINESS PARK PHASE ONE, SAID POINT BEING IN THE SOUTH LINE OF LOT 2, L.R. WILLIAMS BUSINESS PARK PHASE ONE.

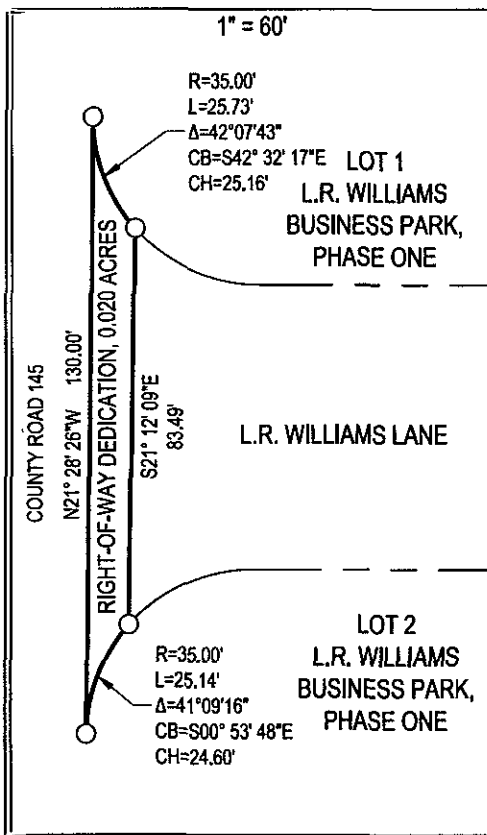
15. N 68°31'34" E A DISTANCE OF 30.7' TO A 1/2" IRON ROD FOUND WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP AT THE SOUTHEAST CORNER OF SAID LOT 2;

16. N 21°57'33" W A DISTANCE OF 204.20' TO A 1/2" IRON ROD FOUND WITH A BLUE: *QUICK INC RPLS 6447" PLASTIC CAP AT THE NORTHEAST CORNER OF SAID LOT 2;

17. S 68°02'27" W A DISTANCE OF 403.50' TO A 1/2" IRON ROD FOUND WITH A BLUE: "QUICK INC RPLS 6447" PLASTIC CAP FOUND AT A POINT OF CURVATURE:

18. WITH A CURVE TO THE LEFT CONTAINING A RADIUS OF 35.00', A CENTRAL ANGLE OF $90^{\circ}29'08''$, A CHORD BEARING $S\ 23^{\circ}17'01''\ W$ A DISTANCE OF 49.29' TO THE POINT OF BEGINNING CONTAINING 8.285 ACRES OF LAND;

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27'	90°00'00"	S23° 02' 27"W	35.36'
C2	25.00'	21.68'	49°40'47"	S46° 47' 57"E	21.00'
C3	60.00'	52.08'	49°44'00"	S46° 46' 21"E	50.46'
C4	60.00'	94.19'	89°56'48"	S23° 04' 03"W	84.81'
C5	60.00'	125.75'	120°04'55"	N51° 55' 05"W	103.97'
C6	60.00'	20.52'	19°35'53"	N17° 55' 18"E	20.42'
C7	25.00'	21.68'	49°40'47"	N02° 52' 50"E	21.00'
C8	25.00'	39.27'	90°00'00"	N66° 57' 33"W	35.36'
C9	35.00'	54.68'	89°30'52"	S23° 17' 01"E	49.29'
C10	35.00'	55.27'	90°29'08"	N66° 42' 59"W	49.71'



A graphic scale bar is shown below the north arrow. The scale is labeled "SCALE: 1"=100'". The bar is divided into segments representing 0, 50', 100', 150', and 200'.

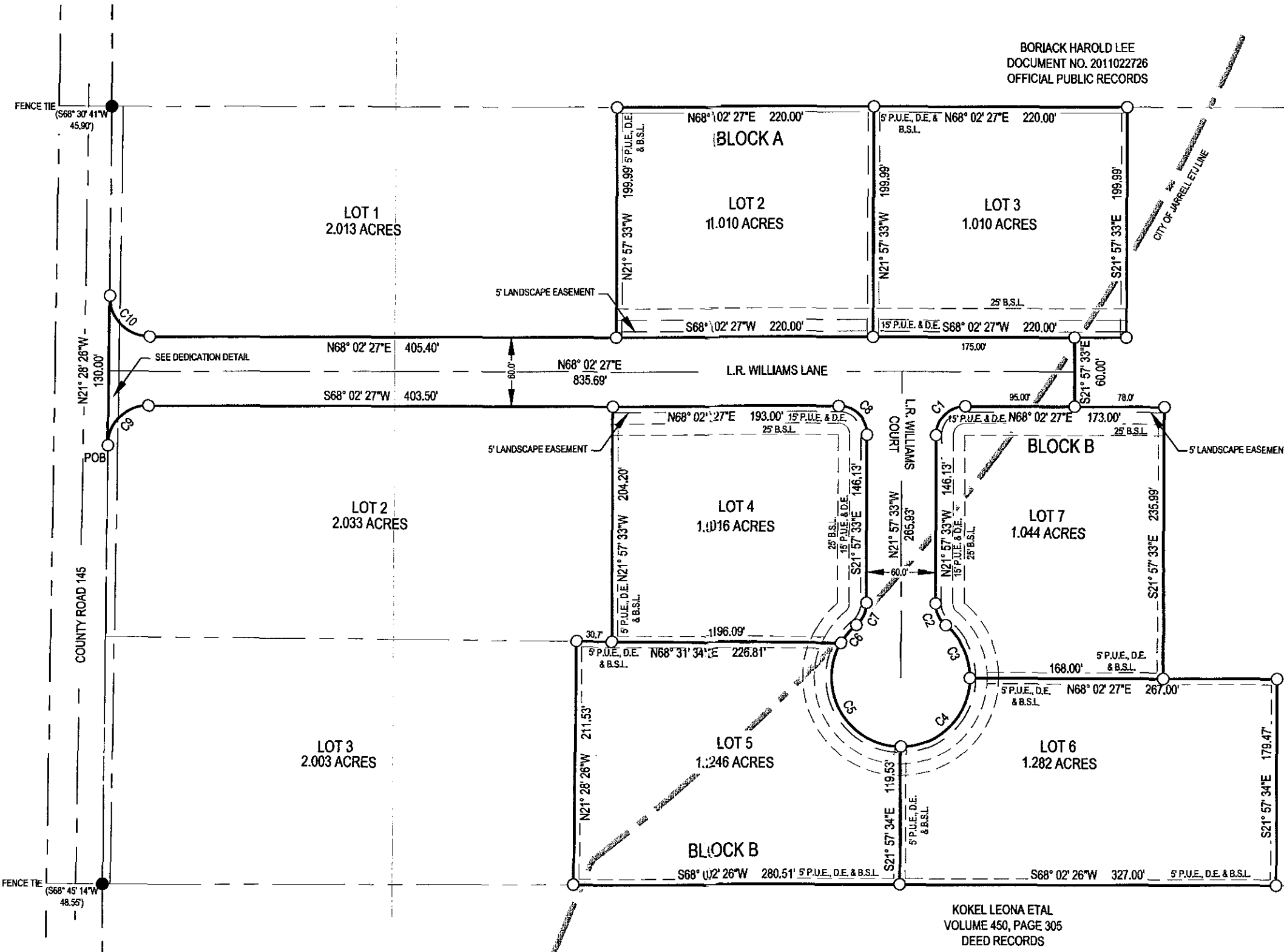
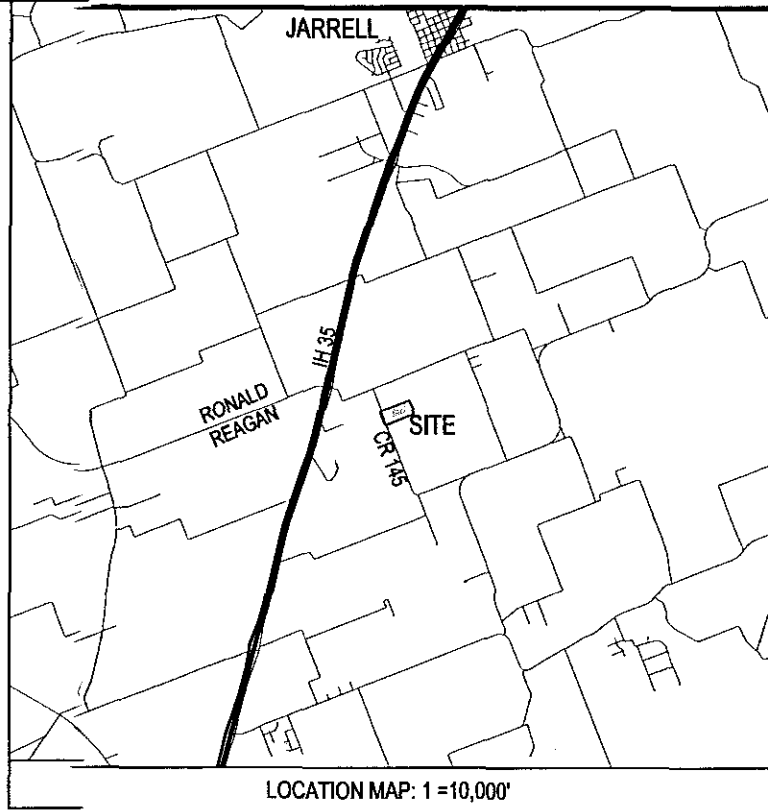
LEGEND

B.S.L.

D.E.

P.U.E.

1/2" IRON ROD WITH A BLUE "QUICK INC.
RPLS 3447" PLASTIC CAP
BUILDING SETBACK LINE
DRAINAGE EASEMENT
PUBLIC UTILITY EASEMENT



REMAINING PORTION OF 24.292 ACRES
"TRACT 3"
DOCUMENT NO. 2013107847
OFFICIAL PUBLIC RECORDS

KOKEL LEONA ETAL
/VOLUME 450, PAGE 305
DEED RECORDS

ENGINEER
MATKIN HOOVER ENGINEERING
8 SPENCER ROAD, SUITE 100
GEORGETOWN, TEXAS, 78006
830-249-0600

OWNER/AGENT
SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK LL
P.O. BOX 872
THORNDALE, TEXAS, 76577
512-786-2570



REVISION DATE: DECEMBER 22, 2016

JOB NO. 15-2123

SHEET 1 OF 2

Commissioners Court - Regular Session**17.****Meeting Date:** 05/02/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the L and D Acres subdivision - Pct

Submitted For: Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the L & D Acres subdivision - Pct 3.

Background

This is a rural, single-lot plat located along the north side of CR 316 approximately 1/4 mile east of CR 317. The preliminary plat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Prelim Plat - L & D Acres

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 09:15 AM

Started On: 04/25/2017 03:01 PM



WD -EDMUND E HAVELKA AND MONICA S. HAVELKA, AS
TRUSTEES OF THE EDMUND AND EVELYN HAVELKA FAMILY
TRUST, AND EDMUND E. HAVELKA, INDIVIDUALLY
TO
MONICA S. HAVELKA
8-26-2004 DOC.# 2004068304 OPRWC

LOT 1
BLOCK 1

"3.00 ACRES"
WD -MONICA L. HAVELKA
TO
LEO BRINGMAN, ET UX DIANE BRINGMAN
10-23-2015 DOC.# 2015093825 OPRWC

2.906 ACRES
(126,579 SQ. FT.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	106.37	S67°22'37"W
L2	201.60	S65°27'08"W
L3	104.38	S69°18'38"W

SD = 106.39
SD = 201.62
SD = 104.40

H. L. JACKSON SURVEY,
ABSTRACT NO. 362

"65.76 ACRES"
ALLEN D. COCKERELL AND CONNIE M.
COCKERELL, CO-TRUSTEES OF THE
COCKERELL REVOCABLE TRUST
DOC # 2015078138 OPRWC

"2.00 ACRES"
JEFFREY C. SHARPE AND LINDSEY D.
COCKERELL
DOC.# 2013097220 OPRWC

~~"65.76 ACRES"
ALLEN D. COCKERELL AND CONNIE M.
COCKERELL, CO-TRUSTEES OF THE
COCKERELL REVOCABLE TRUST
DOC.# 2015078138 OPRWC~~

~~TBM = RAILROAD SPIKE DRIVEN IN POWER POLE NEAR SOUTHEAST CORNER OF LOT 1; ELEVATION = 844.10~~

SURVEYORS NOTES:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN
A SPECIAL FLOOD HAZARD AREA AS DETERMINED
BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY; THE FLOOD AREA BEING IDENTIFIED ON
F.I.R.M. PANEL NO. 48491C0150E, EFFECTIVE DATE
SEPTEMBER 26, 2008, LOCATED IN ZONE "X"
(UNSHADED).

"NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING"

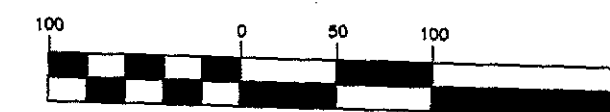
"ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN"

"WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED
BY JONAH WATER SUD"

"SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED
BY ON-SITE SEWAGE FACILITIES

LOWER N.W.C. LOT 1, FOX DEN
ACRES AS RECORDED IN CABINET 1,
SLIDE 41, PRWC

"10.00 ACRES"
BANK ONE, TEXAS, N.A.
TO
HERMAN ARLDT & WIFE SALLEY ARLDT
1937/415 ORWC



SCALE: 1"=100'

THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT. COMBINED SCALE FACTOR = 1.0001454. DISTANCES ARE EXPRESSED AS SURFACE VALUES. VERTICAL DATUM SHOWN HEREON BASED ON NGVD88 DATUM AND IS EXPRESSED IN FEET.

- 1/2" IRON ROD SET (CAPPED "BRYAN TECH SERVICES")
- IRON ROD FOUND

SD = SURFACE DISTANCE

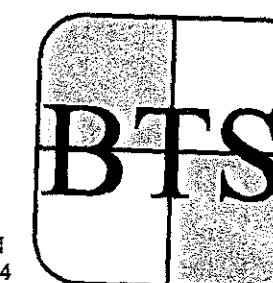
PRELIMINARY ~~FINAL~~ L & D ACRES
PLAN VIEW

SHEET 1 OF 2

ABBREVIATIONS

ABBREVIATIONS
 FND. — FOUND
 I.R. — IRON ROD
 I.P. — IRON PIPE
 R.O.W. — RIGHT-OF-WAY
 DRWC — DEED RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 ORWC — OFFICIAL RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 OPRWC — OFFICIAL PUBLIC RECORDS OF WILLIAMSON
 COUNTY, TEXAS
 WD — WARRANTY DEED
 GWD — GENERAL WARRANTY DEED
 SWD — SPECIAL WARRANTY DEED
 W/VL — DEED WITH VENDOR'S LIEN
 WCR — WILLIAMSON COUNTY ROAD
 P.O.C. — PLACE OF COMMENCING
 P.O.B. — PLACE OF BEGINNING

BRYAN TECHNICAL SERVICES, INC.



20 911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

surveying@austin.rr.com
www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	E
DRAWN BY: BLB		CHECKED BY: BLB	
SCALE: 1" = 50'		APPROVED BY: BLB	
PROJECT NO. 15-652		DATE: NOVEMBER, 2015	

Commissioners Court - Regular Session**18.****Meeting Date:** 05/02/2017

Discuss consider and take appropriate action on approval of the revised plat for the Teravista Sec 25 Blk A Lot 2 subdivision - Pct 3

Submitted For: Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised plat for the Teravista Sec 25 Blk A Lot 2 subdivision - Pct 3.

Background

This is a simple replat to divide Lot 2 into Lots 2A and 2B. The revised plat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Revised Plat - Teravista Sec 25 Blk A Lot 2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 09:15 AM

Started On: 04/26/2017 01:51 PM

FINAL PLAT OF A RESUBDIVISION OF LOT 2, BLOCK "A"
RESUBDIVISION OF LOT 1, BLOCK "A" TERA VISTA SECTION 25

BEING 5.168 ACRES OUT OF THE
BARNEY C LOW SURVEY,
ABSTRACT NO. 385
WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 5.168 ACRE TRACT OF LAND OUT OF THE BARNEY C. LOW SURVEY, ABSTRACT NO. 385, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING LOT 2, BLOCK "A", RESUBDIVISION OF LOT 1, BLOCK "A" TERA VISTA SECTION 25, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2013058397 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.168 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD (R.O.W. VARIES), BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN 8.78 ACRE TRACT OF LAND CONVEYED TO PINNACLE TOWERS, INC. BY DEED OF RECORD IN DOCUMENT NO. 2000023063 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE SOUTHWESTERLY CORNER OF SAID LOT 2, FOR THE SOUTHWESTERLY CORNER HEREOF;

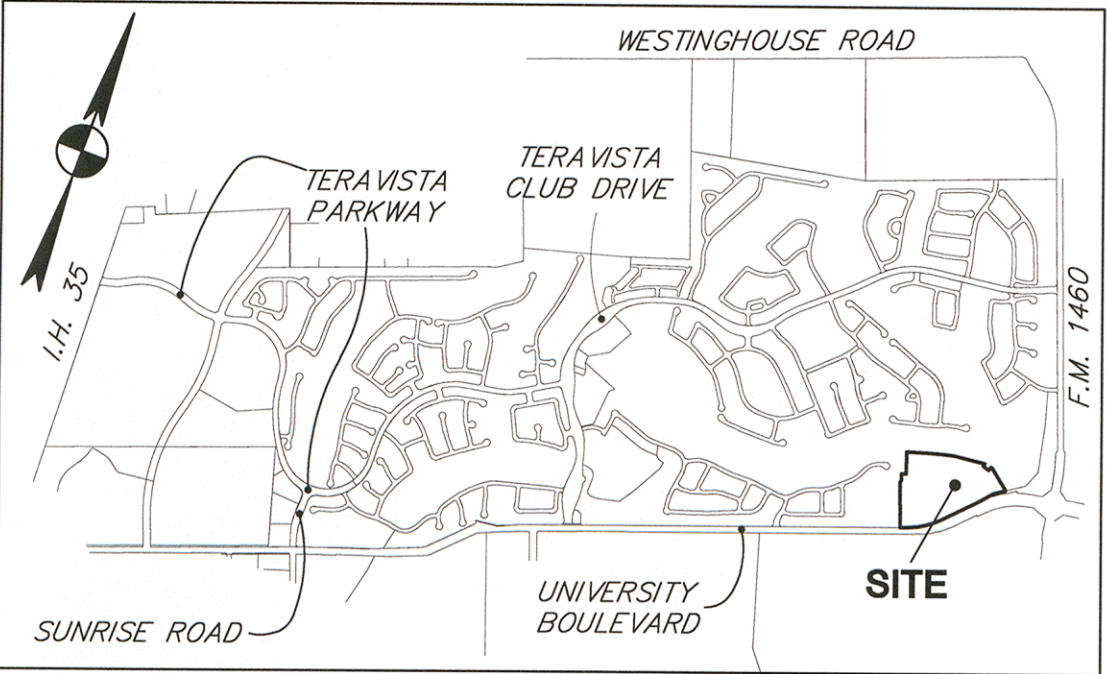
THENCE, N20°47'11"W, LEAVING THE NORTHERLY LINE OF UNIVERSITY BOULEVARD, ALONG THE EASTERLY LINE OF SAID 8.78 ACRE TRACT, BEING THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 229.66 FEET TO A 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND AT THE SOUTHWESTERLY CORNER OF LOT 1, BLOCK "A" OF SAID RESUBDIVISION OF LOT 1, BLOCK "A" TERA VISTA SECTION 25, BEING THE NORTHWESTERLY CORNER OF SAID LOT 2, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE EASTERLY LINE OF SAID 8.78 ACRE TRACT OF LAND, ALONG COMMON LINE OF SAID LOT 1 AND 2, FOR THE NORTHERLY AND EASTERLY LINES HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) N69°11'03"E, A DISTANCE OF 339.83 FEET TO A P.K. NAIL FOUND;
- 2) N20°46'25"W, A DISTANCE OF 84.05 FEET TO A 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND;
- 3) N45°13'19"E, A DISTANCE OF 464.22 FEET TO A 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND FOR THE NORTHEASTERLY CORNER OF SAID LOT 2, FOR THE NORTHEASTERLY CORNER HEREOF;
- 4) S44°42'55"E, A DISTANCE OF 21.72 FEET TO A 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND;
- 5) S45°21'08"E, A DISTANCE OF 254.69 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, BEING THE COMMON SOUTHERLY CORNER OF SAID LOT 1 AND 2, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, BEING THE SOUTHERLY LINE OF SAID LOT 2, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S43°36'45"W, A DISTANCE OF 356.75 FEET TO A 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 25°58'12", AN ARC LENGTH OF 453.26 FEET AND A CHORD WHICH BEARS, S56°36'30"W, A DISTANCE OF 449.39 FEET 1/2 INCH IRON ROD WITH "BURY & PARTNERS" CAP FOUND FOR THE END OF SAID CURVE;
- 3) S69°43'41"W, A DISTANCE OF 118.38 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 5.168 ACRES (225,132 SQ. FT.) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET AND NOTES
2	FINAL PLAT LAYOUT LINE TABLE, CURVE TABLE AND AREA SUMMARIES
3	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

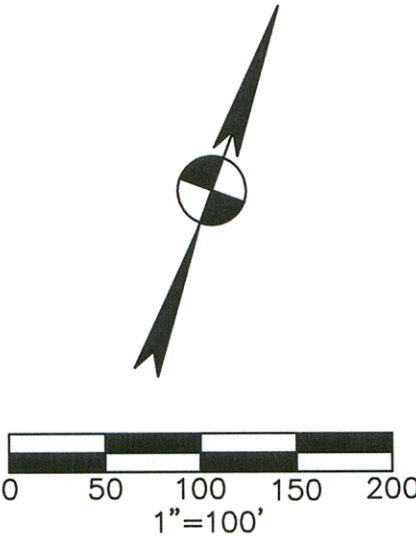
OWNER.....AUSTIN REI POE, LLC
TOTAL ACREAGE.....5.168 ACRES
SURVEY OF.....BARNEY C. LOW SURVEY(A-385)
DATE.....NOVEMBER 2016
OF SINGLE FAMILY LOTS.....0
OF OPEN SPACE LOTS.....0
TOTAL # OF LOTS.....2
TOTAL # OF BLOCKS.....1

OWNER/DEVELOPER
AUSTIN REI POE, LLC, a Texas
Limited Liability Company
200 SOUTH 5TH STREET
LOUISVILLE, KY 40202

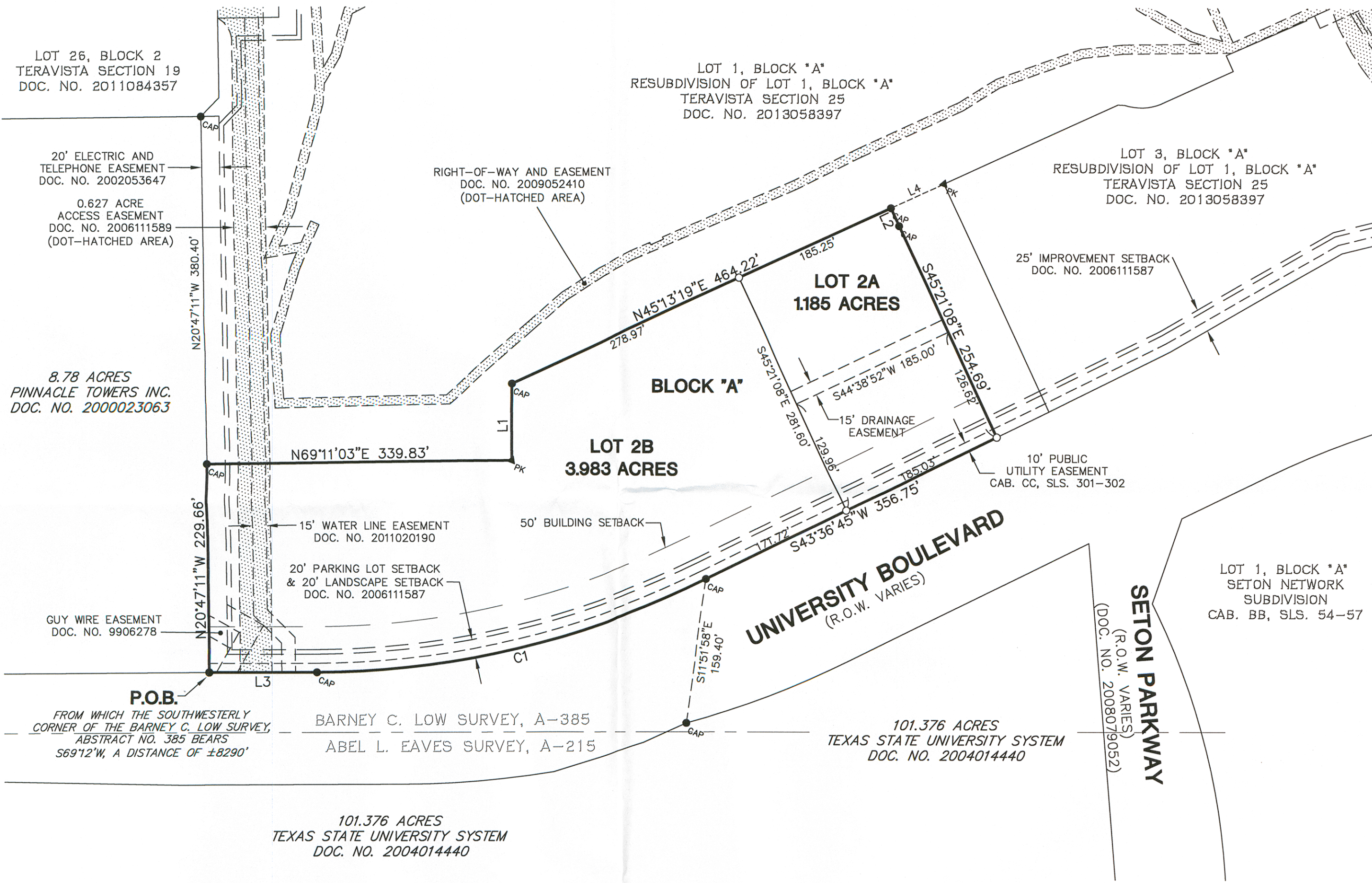
ENGINEER
Stantec Consulting
Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

SURVEYOR
Stantec Consulting
Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

FINAL PLAT OF A RESUBDIVISION OF LOT 2, BLOCK "A"
RESUBDIVISION OF LOT 1, BLOCK "A" TERAVIDA SECTION 25



- LEGEND**
- O 1/2" IRON ROD WITH "BURY" CAP SET
 - ③ BLOCK
 - O/S OPEN SPACE
 - D/E DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - F/W FENCE AND WALL EASEMENT
 - ⊕ BENCHMARK/CONTROL POINT
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - S/E SIDEWALK EASEMENT
 - WW/E WASTEWATER EASEMENT



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N20°46'25"W	84.05'
L2	S44°42'55"E	21.72'
L3	S69°43'41"W	118.38'
L4	N45°13'19"E	64.12'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	453.26'	1000.00'	25°58'12"	S56°36'30"W	449.39'

ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE IN TERMS OF NAD83/93 DATUM EXPRESSED IN U.S. SURVEY FEET. SURFACE DISTANCES SHOWN HEREON MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED FACTOR OF 0.999870053.

BENCHMARK/CONTROL POINTS: (GRID COORDINATES)				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
53	10186842.01	3136392.45	891.81	IPKS N BOC LVL PK NAIL SET (MONUMENT) (NOT SHOWN)
185	10188275.37	3136779.68	861.77	IPKS PK NAIL SET (MONUMENT) (NOT SHOWN)
193	10187122.43	3137181.65	887.89	IPKS LVL PK NAIL SET (MONUMENT) (NOT SHOWN)
198	10189581.89	3137481.69	831.85	IPKS PK NAIL SET (MONUMENT) (NOT SHOWN)
199	10188408.53	3131973.40	890.58	ICSS COTTON SPINDLE SET (NOT SHOWN)

FINAL PLAT OF THE
RESUBDIVISION OF LOT 2, BLOCK "A"
RESUBDIVISION OF LOT 1, BLOCK "A"
TERAVIDA SECTION 25

DATE: NOVEMBER, 2016

 **Stantec**
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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FINAL PLAT OF A RESUBDIVISION OF LOT 2, BLOCK "A" RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

THAT AUSTIN REI POE, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF LOT 2, BLOCK "A", RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25, OF RECORD IN DOCUMENT NO. 2013058397 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 2 HAVING BEEN CONVEYED TO AUSTIN REI POE, LLC BY DEED OF RECORD IN DOCUMENT NO. 2006111591 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE SAID LOT 2 COMPRISING OF 5.168 ACRES OF LAND AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "FINAL PLAT OF A RESUBDIVISION OF LOT 2, BLOCK "A" RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25". THE OWNER ACKNOWLEDGES THAT 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 WATERSHED ORDINANCES.

AUSTIN REI POE, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: Jeffery S. Sporleder
JEFFERY S. SPORLEDER
CHIEF FINANCIAL OFFICER
11711 NORTH PENNSYLVANIA STREET
SUITE 200
CARMEL, INDIANA 46032

STATE OF INDIANA §
COUNTY OF HAMILTON § KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFERY S. SPORLEDER, CHIEF FINANCIAL OFFICER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF April, 2017.

Ashley Marie Mote
NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA

PRINTED NAME: Ashley Marie Mote

MY COMMISSION EXPIRES ON: November 13, 2021



ENGINEER'S CERTIFICATION:

I, DANIEL M. MAHONEY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0485E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 24 DAY OF April, 2017.

Daniel M. Mahoney
DANIEL M. MAHONEY
REGISTERED PROFESSIONAL ENGINEER
NO. 111560 STATE OF TEXAS
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



SURVEYOR'S CERTIFICATION:

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 24 DAY OF April, 2017.

Mark J. Jezisek
MARK J. JEZISEK, R.P.L.S.
TEXAS REGISTRATION NO. 5267
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701



THIS REVISED PLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE PREVIOUSLY RECORDED PLAT TITLED, RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25, AS RECORDED IN DOCUMENT NO. 2013058397 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOTS 2A AND 2B WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING.

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, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. 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 WAS FILED FOR RECORD IN MY OFFICE ON THE DAY ____ OF _____, 2017 A.D., AT ____ O'CLOCK, ____ M.,

AND DULY RECORDED THIS THE DAY ____ OF _____, 2017 A.D., AT ____ O'CLOCK ____ M.,

IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

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

NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF THE RESUBDIVISION OF LOT 2, BLOCK "A" RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25

DATE: NOVEMBER, 2016



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Commissioners Court - Regular Session**19.****Meeting Date:** 05/02/2017

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: 04/18/2017

Reviewed By

Wendy Coco

Date

04/18/2017 11:05 AM

Started On: 04/18/2017 11:00 AM

Commissioners Court - Regular Session**20.****Meeting Date:** 05/02/2017

Brushy Creek Marlins Parking Plan for swim meets

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2017 Swim Season.

Background

See attached parking plan for the Marlins Swim Team 2017 season. Meets are June 17th, June 24th, July 1st and July 8th. This plan is similar to plans in the past as previously passed in Commissioners Court. Parking violators will be announced over the P.A. system and peace officers on duty will have the ability to ticket these cars. This year, additional parking will be available at Walsh Middle School for the July 8 swim meet. A shuttle will be available from there to ease congestion within Sendero Springs. This plan has been vetted with Michael Morrison who is the representative from the Marlins Swim Team; Joe England, the County Engineer; and Lt. Russell Travis of the Williamson County Sheriff's Department. Also, Mike Petter, General Manager with the Brushy Creek MUD, has reviewed the plan and is in agreement with plan.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Sendero Swim Meet Plan](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/25/2017

Reviewed By

Wendy Coco

Date

04/25/2017 02:09 PM

Started On: 04/25/2017 12:27 PM

BRUSHY CREEK MARLINS SWIM MEET PARKING PLAN FOR SENDERO SPRINGS POOL

PARKING INSTRUCTIONS

Pre-Event

Prior to the event, the team shall coordinate with the Sendero Springs HOA to ensure that residents are notified of the event and related parking restrictions.

The team shall post signage the day before indicating right lane closures on both sides of Sendero Springs Drive and post signage of the event.

Day of Event

Team Representatives shall be posted and visually identifiable by means of event staff t-shirts or vests for one hour before the event through the beginning of the first heat when the majority of the parking will be complete.

Cones will be placed around the lane closure areas as on the map (for Diagonal Parking). Cones must block diagonal parking within 50 feet of intersections.

Team representatives will be available at the pool to help monitor any parking issues and notify via the PA system any parking violators.

Contracted Williamson County Sheriff will monitor the parking areas for any parking violations, which will also be announced on the PA system and/or ticketed.

Restricted Parking Areas and Regulations

Do not park in the following areas:

- Do not diagonal park within 50 feet of an intersection (coned off)*
- Within 5 feet of driveways
- Within 15 feet of a fire hydrant
- Within 20 feet of a crosswalk
- Within 30 feet of a stop sign
- In the turn-around area of a cul-du-sac
- Red zones, including the drop off zone of the pool parking lot
- On grass, including swimming pool and park land
- On the opposite sides of the street where the map reflects parking on one side only
- Other areas designated as off limits in the parking map

*Considered an immediate traffic hazard. As such, a peace officer will be able to exercise his authority to have the vehicle towed without notice to the owner.

Post-Event

Contracted Williamson County Sheriff will work the traffic light at 1431 and Sendero Springs Drive to reduce the congestion at the light until most of the participants have left and traffic is deemed normal.

Signage and cones shall be taken down by the team.



Parking at Hatch House and South Star Bank

Hatch House and SouthStar Bank have agreed to allow us to use their parking lots during Saturday Home Meets.



Parking/Shuttle to/from Walsh Middle School (Divisional Only)

Take Great Oaks Dr, turn left on Behrens Pkwy, School lot on Right, Shuttle to/from pool

Commissioners Court - Regular Session**21.****Meeting Date:** 05/02/2017

Unallocated

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

Information**Agenda Item**

Discuss, consider and take appropriate action on changes to the Unallocated funds policies and procedures.

Background

Back in March of 2017, the Human Resources Department, Budget Office and Information Technology Department presented to the court a discussion surrounding the policies, procedures and challenges associated with Unallocated. This is attached as the "Original Unallocated Presentation". During the workshop to discuss unallocated, Bob Daigh presented a "Modified Unallocated Presentation" which is also attached. The major difference between the two proposals is the "original" proposal does not allow for re-classifications and re-organizations each year while the "modified" proposal is asking to allow for these changes but only during the months of October through March.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Modified Unallocated Presentation](#)[Original Unallocated Presentation](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 04/24/2017

Reviewed By

Wendy Coco

Date

04/24/2017 02:10 PM

Started On: 04/24/2017 12:57 PM

SOLUTION #2 Modified

Replace Carryover of Unallocated with Carryover of Merit

.....

- ▶ Replace Carryover of Unallocated with Carryover of Merit
- ▶ Replace 8000 Accounts with 1130 Merit line
- ▶ Internal Salary Survey Every 5 Years
- ▶ Remove All Unallocated in PT and FT lines
- ▶ From Oct. 1 through March 31: Re-classes available to existing titles/grades and budget can be shifted between positions
 - Last month of proposed Re-classes due Feb. 14. to HR.
 - Each Elected Office or Department are limited to 4 Re-classes in Feb 14 submittal. Unlimited submittals Oct through Jan.
 - HR has 3 weeks to process all Re-classes Oct through Feb submittals. Provide HR new staff to meet turnaround timeline.
- ▶ From April 1 to Sept. 30: Re-classes only to titles/grades already existing and Budget Remains on Positions (Cannot be used for other positions) New position titles can be approved during budget process for following fiscal year.
- ▶ Do not budget merit for positions that cannot receive merit funds

Williamson County Proposals for Unallocated

Ashlie Koenig, Alison Gleason, Tara Raymore



March 28, 2017

Adopted 2012 UNALLOCATED

- ▶ What is Unallocated? – monies allowed to be retained by departments across fiscal years; monies stem from salary savings attributed to unspent merit and/or hiring in at a lower salary when a person leaves; monies may be used for merit, retention, recruiting and re-organization
- ▶ Intent - to give Department Heads and Elected Officials the flexibility to attract/retain talent and reward performance within the policies approved by the Commissioners Court

Unforeseen Consequences

- ▶ Uncontrolled growth of unallocated accounts

	Unallocated Rollover	Increase
2013	\$158,232	
2014	\$484,931	206%
2015	\$1,228,464	132%
2016	\$1,577,344	28%

Due to the Salary/Position policies some monies can never be used.

Unforeseen Consequences

- ▶ Administration cost – most of the cost is attributed to ensure merit/cola is not applied to unallocated.

Years	Admin Cost	Hours	Savings on 3%
2014	\$35,000	700*	\$4,746
2015	\$17,000	340	\$14,547
2016	\$19,000	380	\$20,240
2017	\$20,000	400	\$25,867
Total	\$91,000		\$65,400
Net			-\$25,600

*2 year catchup Plus set-up

Reconciliation / Challenges

Most of the challenges are due to inconsistencies in policies that cannot be programmatically defined.

- Shaved amounts
- New positions or re-classifications are partially funded
- Line Item Transfers occur into and out of salary lines requiring manual reconciliation
- Lump Sums are paid out and not attached to the annual salary requiring manual reconciliation
- Reporting
- Data Integrity
- Back out split funded position into the correct departments
- Vacancies (salary for last FTE)
Position salary variance due to static data in budget process, while departments continue to process PASS

Proposed Options

- ▶ Continue w/Current Process with some additional constraints
- ▶ Revise current process to maintain current flexibility but limit resources and dollars to maintain the process

SOLUTION #1

Retain Current Process

▶ New Constraints

- No reclassifications outside of budget process
- Additional FTEs Needed to Manage Process
- Internal salary survey every 5 years

◦ PROS

- Decreases Administration Cost
- Maximum Management Flexibility

◦ CONS

- Requires Extensive Administration from Multiple Depts

SOLUTION #2

Replace Carryover of Unallocated with Carryover of Merit

.....

- ▶ Replace Carryover of Unallocated with Carryover of Merit
- ▶ Replace 8000 Accounts with 1130 Merit line
- ▶ Internal Salary Survey Every 5 Years
- ▶ Remove All Unallocated in PT and FT lines
- ▶ Re-classes only to titles/grades already existing
- ▶ Budget Remains on Positions (Cannot be used for other positions)

PROS

- Decreases administration cost
- Reduces the budget by over \$ 1M
- Reduces Sense of Entitlement
- Reduces Pay Inequities
- Retains Current Management Flexibility
- Corrects Reporting Inaccuracies

CONS

- Reduces Unallocated Funding

Questions or Comments?



March 28, 2017

Commissioners Court - Regular Session**22.****Meeting Date:** 05/02/2017

Juvenile Services 2018 Indigent Defense Grant Resolution

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take action on 2018 Indigent Defense Discretionary Grant Resolution for Juvenile Services.

Background

Juvenile Services is applying for a discretionary grant the the Texas Indigent Defense Counsel on behalf of the the Juvenile Court. The department is requesting \$75,000 in grant funding with a required 20% match from county funds. The department plans to use existing budgeted funds to cover the match. If received, the grant funding would be used to appoint Attorney Advocates to represent youth while in placement in the Williamson County post-adjudication secure residential facility (CORE). These attorney's would be appointed by the Juvenile Judge immediately upon a youth's placement in CORE and would be actively involved in the youth's case throughout the youth's time in placement. Examples of activities that Attorney Advocates will perform include attending weekly treatment team meeting, compliance hearings, client meetings, parent engagement, and representing youth in court hearings if they are unsuccessfully removed from the program. The goal of this program is to help ensure youth's due process rights are protected and increase successful outcomes fot youth placed in the facility.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[2018 TIDC Grant Resolution](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 04/20/2017

Reviewed By

Wendy Coco

Date

04/20/2017 10:05 AM

Started On: 04/20/2017 09:38 AM

**2018 Williamson County Resolution
Indigent Defense Discretionary Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that John J. Pelczar is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2017.

Dan A. Gattis
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D201824620170310. This grant application submission was in accordance with the Commissioners Court Resolution above.

Dan A. Gattis
County Judge

Commissioners Court - Regular Session**23.****Meeting Date:** 05/02/2017

TXDOT Click It or Ticket Program

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action to authorize Williamson County Sheriff's Office to participate in the Texas Department of Transportation's Click It or Ticket (CIOT) Program from May 23 to June 5, 2017.

Background

Texas Department of Transportation offers an annual CIOT program to increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the enforcement period. Law enforcement agencies approved to participate in the program will conduct a pre-media campaign followed by an enforcement period and post-media campaign. Approved agencies will be reimbursed for associated costs and are not required to provide any kind of match.

To properly distribute available funds, TXDOT asked law enforcement agencies interested in participating in the program to submit preliminary information for review. The Sheriff's Office is eligible to be reimbursed up to \$12,013.92 if the Commissioners Court approves our participation in the 2017 program. Expenses eligible for reimbursement include salaries and fringe benefits for employees and travel costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Policies and Procedures](#)[Responsibilities of CIOT Program](#)[Grant Agreement](#)[E-signature auth.](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Date


04/27/2017 11:01 AM

Started On: 04/20/2017 10:11 AM

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Each STEP agency will certify that it has, or will develop such procedures during the proposal process in eGrants. If an agency is selected for a grant award, a copy of the agency's written policies and procedures must be submitted with the executed grant. Local policies and procedures must include at a minimum:

- ◆ Which position serves as the STEP project director and what would be their main responsibilities?
- ◆ How the agency selects individuals to work a STEP shift?
- ◆ How prior approval is authorized for an individual to work a STEP shift?
- ◆ Are any restrictions imposed on working STEP, such as an officer cannot work more than x hours per shift, etc.?
- ◆ How the agency determines an individual's over time status before working STEP?
- ◆ The agency's supervision of officer's working STEP?
- ◆ How is an individual's time worked on a STEP shift documented?
- ◆ What paperwork is required after the STEP shift ends (i.e., time sheets, overtime cards, STEP daily activity reports, citations, etc.) and how does the supervisor approve and document the hours worked?
- ◆ How the agency oversees the agency's performance toward meeting the grant's performance measures/target numbers?

	WILLIAMSON COUNTY SHERIFF'S OFFICE	
	Policy: 4.9 STEP Grant or Selective Traffic Enforcement Program	
	Effective Date: 01.01.2017	Replaces:
	Approved: <i>Robert Chody</i> Sheriff	
	Reference:	

I. POLICY

The purpose of the STEP Grant Policy is to outline how a Selective Traffic Enforcement Program Grant will be managed, supervised, operated and recorded. This policy will also outline the duties and expectations of the grant supervisors, and Deputies assigned to work the program. The policy will also outline the selection process for Deputies assigned to the grant as well as delineate how their overtime pay will be organized and recorded.

II. PURPOSE

The STEP Grant or Selective Traffic Enforcement Program is a state funded grant program that allows Deputies of the Sheriff's Office to use grant funds to organize specific traffic details. These details target specific traffic offenses that pertain directly to the safety of the driving public and to offenses that the office has deemed especially problematic.

III. CHAIN OF COMMAND AND RESPONSIBILITIES

1. STEP Project Director

- a. The Special Operations Section Lieutenant of the Patrol Division will be assigned as the STEP project director unless otherwise assigned by the Assistant Chief of the Law Enforcement Bureau.
- b. Responsibilities of the STEP Project Director
 - i. Organization and maintenance of the actual Grant
 - ii. Oversee the program in its entirety to assure that STEP Grant standards are maintained
 - iii. Scheduling Deputies to work the specific STEP details
 - iv. Maintenance of reported statistics and goal statements
 - v. Creation and maintenance of spreadsheets (or any other record keeping documentation) that document the Deputies working the detail, number of hours the STEP detail has been worked, as well as the total number of citations and arrests made by those working the detail. This document will be used to evaluate the performance of the STEP Grant and to evaluate its effectiveness.
 - vi. Submission of Grant Performance and Evaluation Reports

2. Supervisors

- a. While Deputies are assigned to the STEP detail, the on-duty Supervisors will oversee the actions of those Deputies.

- b. Supervisors will ensure that STEP Deputies are assigned an available patrol unit to utilize while working the detail.
 - c. Supervisors will also assure that these assigned Deputies are not only meeting the current standards and policies of the Williamson County Sheriff's Office, but will also ensure that the Deputies are meeting the requirements of the STEP program while they are assigned to the detail.
3. STEP Detail Officers
- a. Deputies assigned to the STEP program will report directly to the on-duty Supervisor and advise them that they will be working the detail.
 - b. Assigned Deputies will report to their assigned areas of responsibility and will enforce the specific offenses deemed necessary by the Sheriff's Office and detailed in the Grant.
 - c. At the conclusion of the detail, Deputies will complete a Daily Activity Report, detailing their enforcement actions while working the detail. Said activity report will then be sent to the STEP Program Director.
 - d. Deputies will also ensure that their worked hours for the detail are entered into KRONOS (the Sheriff Office's standard timekeeping software) before securing from the detail.

IV. SELECTION OF STEP GRANT OFFICERS

1. Upon award of the STEP Grant, the STEP Project Director will notify the office body of the dates and times the traffic details are available.
2. Deputies wishing to work the details will submit their requests directly to the STEP Project Director indicating the dates and times that they are available to work.
3. Deputies requesting to work the detail must meet the following requirements:
 - a. Must be off of Probation status
 - b. If working a detail targeting a "Speeding" offense; Deputies requesting to work must be radar certified
 - c. If working a detail targeting offenses dealing with a drivers level of "intoxication", Deputies requesting to work must be certified in Standard Field Sobriety Testing (SFST)
4. Deputies selected to work the detail will be notified by the STEP Project Director of the dates and times that they will be working.
5. STEP Deputies will be expected to be on time and to work throughout the detail hours. Deputies who are unable to work their scheduled hours for any reason will notify the STEP Project Director as soon as possible.

V. STEP GRANT TIME MAINTENANCE

1. STEP Deputies will work the selective traffic details outside of their normal duty hours.
2. STEP Deputies will be paid their standard overtime rate for the STEP Grant detail if, in conjunction with their normal scheduled duty hours, they work over eighty (80) hours at the end of two weeks.
3. Deputies will have time restrictions placed on the number of hours they may work the detail in conjunction with their normally scheduled hours.
4. STEP Deputies will ensure that all of their STEP detail hours are entered into the KRONOS timekeeping software under the correct time code and are all accounted for.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. *eGrants*
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in **Article 3** and **Article 7** of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding **PI&E procedures**.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
- “I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability.”
- The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: Williamson County Sheriff's Office

Legal Name: Williamson County

Payee Identification Number: 17460009784052

Project Title:

ID: 2017-WilliamsonCo-CIOT-00022

Period: 05/02/2017 to 06/10/2017

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Williamson County** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405B**
DUNS: **076930049**
FAIN: **18X920405BTX17**

Project Title: **STEP - Click It Or Ticket**

Description: To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **05/02/2017** or on the date of final signature of both parties, whichever is later, and ends on **06/10/2017** unless terminated or otherwise modified.

Total Awarded: **\$12,013.92**
Amount Eligible for Reimbursement by the Department: **\$12,013.92**
Match Amount provided by the Subgrantee: **\$0**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires

it is appropriate, it will comply with Chapter 601 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This

will be considered as additional work and will be paid for as specified in this Article.

- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

- D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. CAPTIVES

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management

procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, 1682 and 1685, 1686), which prohibits discrimination

1972, as amended (20 U.S.C. 1061-1063 and 1063-1069), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement unless otherwise amended or the

...shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Goals & Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Law Enforcement Objective/Performance Measure

1. Number and type of citations/arrests to be issued during the CIOT Operation	
a. Safety Belt Citations	290
b. Child Safety Seat Citations	10
c. Increase the safety belt usage rate among drivers and front seat passengers, between	1%
pre & post survey results, by at least the following percentage points	
2. Total Number of Enforcement Hours	180
Step Indicator	2.5

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E Objective/Performance Measure

1. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentations 1
 - b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews) 2
 - c. Conduct a minimum of one (1) community events (e.g. health fairs, booths) 1
 - d. Distribute the following number of public information and education materials (if applicable) 0

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$8,601.65	\$0	\$8,601.65
(200)	Fringe Benefits	\$1,808.07	\$0	\$1,808.07
	Category I Sub-Total	\$10,409.72	\$0	
Category II - Other Direct Costs				
(300)	Travel	\$1,604.20	\$0	\$1,604.20
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$1,604.20	\$0	\$1,604.20
Total Direct Costs		\$12,013.92	\$0	\$12,013.92
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$10,409.72	\$0	\$10,409.72
	Total Direct Costs	\$1,604.20	\$0	\$1,604.20
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$12,013.92	\$0	\$0.00
	Fund Sources (Percent Share)	100.00%	0.00%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

CIOT Operational Plan

X I agree to the following

Comments:

Site Description	Occupant Protection Jurisdiction Wide
Pre Surveys	May 2 2017 - May 4, 2017
Pre-Media Efforts before Enforcement period	May 19, 2017 - May 21, 2017
Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)	May 22, 2017 - June 4, 2017
Post Surveys	June 5, 2017- June 7, 2017
Post-Media Efforts after Enforcement period	June 8, 2017- June 10, 2017
Reporting Period	May 2, 2017- June 10, 2017

Description of Activities

Pre-Surveys	<p>Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates.</p> <p>The cities of Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).</p> <p>All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.</p>
Pre-Media Campaign	<p>Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced.</p>
Enforcement Period	<p>Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.</p>
Post-surveys	<p>Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Arlington, Austin</p>

Williamson County Sheriff's Office
STEP - CIOT - 2017

the impact of the media/enforcement effort. The cities of Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).

All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.

Post-media
Campaign

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

Reporting
Period

Agencies will submit a performance report during this time period.

Note:

The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date.

These activities must occur prior to enforcement activities beginning.

The Post-media Campaign may begin immediately after the post observational surveys are conducted.

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: Williamson County Sheriff's Office

Legal Name: Williamson County

Payee Identification Number: 17460009784052

Project Title:

ID: 2017-WilliamsonCo-CIOT-00022

Period: 05/02/2017 to 06/10/2017

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: Williamson County

Project Title:

Authorizing Authority The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.	
Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.		
	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Commissioners Court - Regular Session**24.****Meeting Date:** 05/02/2017

Discuss, consider and take appropriate action regarding approval of acceptance of the donation of nine (9) body cameras from the Round Rock PD

Submitted For: D. Hobbs**Submitted By:** Prejean Henry, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of acceptance of the donation of nine (9) body cameras from the Round Rock Police Department to Constable, Precinct 1

Background

Submitted for the Constable, Precinct 1, who is being donated nine (9) body cameras by the Round Rock Police Department for use by his Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Comm Ct Orders 2017

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Prejean Henry

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Date

04/26/2017 04:21 PM

Started On: 04/26/2017 01:26 PM

DATE: May 2, 2017

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

**RE: Approval of Acceptance of Donation of Body Cameras from
Round Rock Police Department to Constable, Precinct 1**

MOTION:

To approve accepting the donation of nine (9) body cameras from the Round Rock Police Department to the Constable, Precinct 1 pursuant to Section 81.032, Local Government Code.

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Commissioners Court - Regular Session**25.****Meeting Date:** 05/02/2017

Grant funded position for Emergency Management

Submitted For: Jarred Thomas**Submitted By:** Jarred Thomas, Emergency Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a new grant funded position for Emergency Management.

Background

Position title: Emergency Management Specialist, grade B.30. The grant funding was approved on a previous court agenda.

The grant funding was provided by the Texas Commission on Environmental Quality for the purpose of emergency preparedness planning. Job Summary: This position will assist in the development, implementation, coordination of emergency preparedness, response, recovery, and mitigation plans, exercises, procedures, and programs.

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: Jarred Thomas

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 09:54 AM

Started On: 04/24/2017 02:27 PM

Commissioners Court - Regular Session**26.****Meeting Date:** 05/02/2017

Medical Supplies for Williamson County EMS

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 bids for IFB #1704-161 Medical Supplies for Williamson County EMS.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBid Packet

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 04/24/2017

Reviewed By

Wendy Coco

Date

04/24/2017 09:47 AM

Started On: 04/24/2017 08:34 AM

Solicitation 1704-161

Medical Supplies for Williamson County EMS

Bid Designation: Public



Williamson County, Texas

Bid 1704-161

Medical Supplies for Williamson County EMS

Bid Number 1704-161
Bid Title Medical Supplies for Williamson County EMS

Bid Start Date In Held
Bid End Date Jun 12, 2017 3:00:00 PM CDT
Question & Answer End Date Jun 8, 2017 5:00:00 PM CDT

Bid Contact Erica Smith
Purchasing Specialist II
512-943-1554
erica.smith@wilco.org

Contract Duration 12 months
Contract Renewal Not Applicable
Prices Good for 90 days
Pre-Bid Conference May 25, 2017 2:00:00 PM CDT
Attendance is optional
Location: Williamson County Purchasing Office
901 S. Austin Ave.
Georgetown, TX 78626

Bid Comments **Medical Supplies for Williamson County EMS**

Item Response Form

Item 1704-161-01-01 - PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

EMS

303 Martin Luther King

Georgetown TX 78613

Qty 1

Description

PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE

PLEASE DO NOT ATTACH ZIP FILES



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1704-161

Medical Supplies for Williamson County EMS

**BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 12, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
Jun 12, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

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

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

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

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

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - 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 Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 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, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

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

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

3.12 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. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 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.

3.14 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.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

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

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>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	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.

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 Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200335	35	50 BX	"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)				
200331	117	400	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)				
100970	1	500 EA	1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.				
100970	2	500 EA	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.				
200335	3	500 EA	4 X 4 STERILE GAUZE				
200335	4	2500 EA	4" X 4" NON-STERILE SPONGES 8 PLY				
200331	5	50 EA	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK				
200325	9		ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.				
200325	10	400 EA	ADENOCARD 6mg / 2ml (VIALS ONLY)				
200325	18		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES				
200331	14		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030				
200331	15		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030				
200331	16		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030				
200331	17		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030				
200331	11		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030				
200331	12		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030				
200331	13		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030				
200325	19	200 EA	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)				
200331	20	200 BX	ALCOHOL PREP PADS @ 200 PER BOX				
200325	21	250 EA	AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN <u>DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT.</u> NO AMPULES ACCEPTED				
200325	22	100 BTL	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.				
200305	7	200	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)				
200305	6	60	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)				
200305	8	80	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2				
200325	23	500 EA	ATROPINE 1MG/10ML, PFS (NEEDLELESS)				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Page 1

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200325	24	600 EA	ATROPINE 1MG/1ML VIAL				
200325	25	20	ATROPINE 8MG/20ML MULTIDOSE VIAL				
200325	26	300 EA	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE				
200300	27	25 EACH	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS				
200300	28	50 EA	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)				
200300	29	50 EA	BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.				
200300	30	1000 EA	BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)				
200331	31	25	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED				
200331	32	100	BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H2O, and PEEP VALVE DIVERter: TO BE ASSEMBLED PRIOR TO SHIPMENT.				
200331	33	25	BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:				
200331	36	100 EA	BED PANS, FRACTURE STYLE				
200325	37	750 EA	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS				
200325	39	50	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.				
200325	38	100 EA	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES				
200331	40	25	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY				
200331	41	500 EA	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)				
200331	42	500 EA	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERRED				
200331	43	3000 EA	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW <u>GLASS TUBES WILL NOT BE ACCEPTED!</u>				
200331	44	100 EA	BLOOD PRESSURE CUFF, ADULT: MABIS style				
200331	45	25 EACH	BLOOD PRESSURE CUFF, ADULT: NON-LATEX				
200331	46	30 EA	BLOOD PRESSURE CUFF, CHILD: MABIS style				
200331	47	50 EA	BLOOD PRESSURE CUFF, INFANT: MABIS Style				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200331	48	50 EA	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style				
200331	49	25 EA	BLOOD PRESSURE CUFF, THIGH: MABIS Style				
200331	50	250 EA	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.				
200331	51		BURN SHEET 60" X 90"				
200325	52	200 EA	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT				
200331	53	100	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)				
200300	54	20 EA	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"				
200331	55	1500 EA	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE				
200335	56	500 EA	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped				
200331	274	NEW	CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)				
200331	275	NEW	CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)				
200331	273	NEW	CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)				
200331	34		CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.				
200325	57	10	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT				
200325	264	NEW	DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
200325	59		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS				
200325	58	400 EA	DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)				
200325	60	250 EA	DILTIAZEM 25MG/5ML REFRIGERATED VIALS				
200331	61		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY				
200331	63	2000 EA	DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX <u>NO SUBSTITUTIONS.</u>				
200325	64		DROPERIDOL 5MG/2ML VIALS				
200331	65	10 EA	DRUG CASE, PELICAN #1550 HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.				
200331	62		DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING & PLASTIC BLUNT CANNULA FOR ACCESS INTO A SPLIT SEPTUM.				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/each/100/case?)	UNIT COST	COST PER BOX/CASE
200331	66	50 EA	EASY CAP EtCO2 DETECTOR, ADULT				
200310	67		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)				
200331	68	50 EACH	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)				
200331	69	250 EA	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)				
200330	70	200 EA	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)				
200325	71	1500 EA	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)				
200325	72	250 EA	EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.				
200325	263	NEW	ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
200331	73	200 EA	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)				
200331	74	100 EA	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)				
200331	75	250 EA	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)				
200331	76	100 EA	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)				
200331	77	100 EA	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)				
200331	79	200 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINE PERFIT ACE)				
200331	80	500 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE)				
200331	78	200 EA	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS.				
200325	81	750 EACH	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials)				
200331	83	10	FERNO CODE 1 PEDI Bag w/ pouches, RED				
200331	82	10	FERNO TRAUMA A/W Mgmt. BAGS. Red				
200670	276	NEW	GLOVES MICROFLEX LIFESTAR XS-XXL				
200670	277	NEW	GLOVES SUPRENO EC PF XS-XXL				
200670	85		GLOVES, POWDER FREE NITRILE EXAM GLOVES - APEX PRO by DIGITCARE (ONLY). MUST MEET NFPA 1999 (2013 EDITION). SIZES: X-TRA SMALL THRU XX-TRA LARGE.				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/each/100/case?)	UNIT COST	COST PER BOX/CASE
200670	84	500 BOXES EACH	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)				
200325	86	300 EA	GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)				
200325	87		HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)				
200331	88		HALO CHEST SEALS (2 PACK)				
200331	89	2000 EA	HAND SANITIZER, ANTISEPTIC TOWELETES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS				
200331	90	250 EA	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS				
200335	91	200 EA	HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS				
200331	92	3000 EA	I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free)				
200331	93	250 EA	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)				
200331	95	30 BX	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	96	100 BX	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	97	100 BX	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	98	100 BX	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	99	30 BX	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)				
200331	100	30 BX	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)				
200331	101		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.				
200331	94	200 EA	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE				
200331	102	4000 EA	I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; <u>LARGE BORE</u> (PREFERRED: ICU MEDICAL B9900-297) (Latex Free)				
200331	103	100 EA	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)				
200670	104	200 EA	INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT)				
200325	105	1200 EA	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)				
200331	106	400 EA	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)				
200331	266	NEW	IRRIGATION CAP WOUND SHIELD (662209)				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200331	110	25 BX	K Y JELLY .09 OZ FOIL PACK				
200331	111	10 EA	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125				
200325	107		KETAMINE: 500MG/10ML VIALS				
200331	109	10	KING VISION REUSABLE DISPLAY (KVISO1)				
200331	108	300	KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)				
200331	112	75 BX	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS				
200331	260	NEW	LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)				
200325	113	600 EA	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)				
200331	116	10	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)				
200331	114	100 EA	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)				
200331	115	10	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)				
200331	118	10 EA	MAGILL FORCEPS, ADULT				
200331	119	10 EA	MAGILL FORCEPS, PEDI				
200325	120	150 EA	MAGNESIUM SULFATE, 1 GM VIALS				
200331	121	100 EA	MALE URINAL, PLASTIC				
200325	122	250 EA	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)				
200335	123	200 EA	MULTI TRAUMA DRESSING 10" X 30"				
200670	124	200 EA	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.				
100875	125	100 BX	NAIL POLISH REMOVER PACKS				
200325	126	750 EA	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)				
200331	128	4000 EA	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)				
200331	127		NASAL CANNULA, PEDI (LATEX FREE)				

Bidder's Name:_____

Bidder's Signature:_____

Date:_____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/each/100/case?)	UNIT COST	COST PER BOX/CASE
200331	129	100 EA	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)				
200331	133	200	NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000)				
200331	130	100	NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.				
200331	131	100	NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS				
200331	135	500 EA	NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)				
200331	134	500 EA	NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)				
200331	136	200 EA	NEBULIZER, INLINE KIT: WITH 4-6 FOOT SUPPLY TUBING, AND TEE CONNECTOR. TEE CONNECTOR ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES.				
200331	132	200	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #1402030 PREFERRED.				
200331	137		NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)				
200335	138	500 EA	NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)				
200335	139	250	NEEDLE, 25ga. X 5/8"; LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE				
200331	140	10	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)				
200325	141		NITRO -BID FOILPAKS: NDC 0168-0326-08				
200325	142	200 EACH	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.				
200331	143	1000 EA	NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)				
200331	144	500 EA	NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)				
200325	145	100 EA	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)				
200325	146	2000	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)				
200325	147	200	NORMAL SALINE, 100 CC BAGS				
200325	149	2000 EA	NORMAL SALINE, 1000 CC BAGS				
200325	148	2000 EA	NORMAL SALINE, 500 CC BAGS				
200331	265	NEW	NOSE CLIP PLASTIC				
200331	150	50 EA	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200331	151	100 EA	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)				
200331	157	10	OXYGEN, <u>PRESSURE REGULATOR</u> FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.				
200331	152	50 EA	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)				
200331	153	50 EA	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)				
200331	154	10 EA	OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.				
200331	156	30 EA	OXYGEN: FLOW METER; <u>REPLACEMENT OXYGEN TREE</u> - PLASTIC				
200331	155	10 EA	OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (0-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).				
200331	158	10 EA	OXYGEN: <u>PRESSURE REGULATOR</u> , HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.				
200331	159	2000	OXYGEN: <u>SUPPLY TUBING</u> , UNIVERSAL (APPROX. 7 feet length)				
200670	162		PARA SHIELD FACE SHIELD WITH MASK				
200331	160		PATIENT RESTRAINTS LEG, POSEY 2791Q				
200331	161		PATIENT RESTRAINTS WRIST, POSEY 2790Q				
200331	164	200 EA	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)				
200331	163	200 EA	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)				
200331	165		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.				
200310	166		PHILIPS ECG MONITORING ELECTRODES, M2202A				
200310	167		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A				
200310	168		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A				
200310	169		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920				
200310	170		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923				
200310	194		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY				
200310	176		PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE				
200310	174		PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)				
200310	178		PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)				

Bidder's Name:_____

Bidder's Signature:_____

Date:_____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200310	171		PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR				
200310	175		PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)				
200310	179		PHILIPS MRX; LITHIUM ION BATTERY MODULE				
200310	180		PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M				
200310	172		PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).				
200310	173		PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS				
200310	181		PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER				
200310	182		PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER				
200310	183		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI				
200310	184		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT				
200310	185		PHILIPS MRX; TEST LOAD FOR USE W/ M3506A				
200310	192	2000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS				
200310	193	1000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS				
200310	188		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM				
200310	186		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM				
200310	189		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM				
200310	187		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM				
200310	190		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM				
200310	191		PHILIPS NECLOR SpO2 ADAPTER CABLE				
200310	177		PHILIPS RX; AC POWER MODULE				
200331	195	50 BX	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER				
200331	196		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.				
200331	197	30 EA	PROVIDINE IODINE PREP PADS				
	270	NEW	QUANTUM ACR4 CHILD RESTRAINT				
200335	198	500 EA	QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages				

Bidder's Name: _____

Bidder's Signature: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/each/100/case?)	UNIT COST	COST PER BOX/CASE
200675	199		RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.				
200331	200	10 EA	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platinum coated Stainless Steel Blade				
200325	201		REGLAN (METOCLOPRAMIDE); 10MG/ML IN 2ML VIALS (VIALS ONLY)				
200331	202	100 EA	RING CUTTER				
200331	267	NEW	ROCHESTER CURVED FORCEPS 8.50" (2812-80994)				
200325	203	50	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.				
200331	204	10 EA	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!				
200331	205	500 EA	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)				
200300	206	50 EA	SCOOP STRETCHER: FERNO MODEL 65				
200331	207	1000 EA	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)				
200331	208	500 EA	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)				
200331	209	100 EA	SHARPS SHUTTLE, FOR USE IN MED KIT.				
200325	210	100 ea	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS				
200331	211	50 EA	SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.				
200331	212	200 EA	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)				
200331	213		SPLINT, PELVIC BINDER - SAM PELVIC SLING II				
200331	214	1000 EA	SPLINTS 9", PADDED I.V. ARM BOARD				
200335	261	NEW	SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)				
200325	215	100 EA	STERILE WATER FOR INJECTION, 10ML VIAL				
200325	216	100	STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)				
200331	217	100 EA	STETHOSCOPE DUAL HEAD, GENERIC				
200300	219	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK)				

Bidder's Name:_____

Bidder's Signature:_____

Date:_____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/eac h/100/case?)	UNIT COST	COST PER BOX/CASE
200300	218	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)				
200300	222	20	STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Graham Medical - GRA 53378)				
200300	221	20	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .				
200300	220	50 EA	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER (ONLY) MINIMUM 800 LB. WEIGHT CAPACITY				
200300	224	300 EA	STRYKER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)				
200300	223	200 EA	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)				
200331	225	300 EA	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)				
200331	226	10 EA	SUCTION TIP, HI-D "BIG STICK" by SSCOR part # 44241 W/ CONTROL VENT (NON LATEX)				
200331	227	5 EA	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)				
200331	228	10 EA	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)				
200331	229	1000 EA	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]				
200331	230	1000 EA	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)				
200335	231	2000 EA	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box				
200335	233	500 EA	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.				
200335	234	500 EA	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.				
200335	232	1000 EA	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.				
200335	235	500 EA	SYRINGE, 30/35 CC - LUER LOCK TIP without needle.				
200335	236	200 EA	SYRINGE, 60 CC - CATHETER TIP without needle.				
200335	237	100 BX	SYRINGE, 60 CC - LUER LOCK without needle.				
200335	238	200 BX	SYRINGE, 60CC - SLIP TIP without needle.				
200331	239		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)				
200331	240	10	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)				
200331	271	NEW	Tape, Coban 1"				
200331	272	NEW	Tape, Coban 2"				
200325	241	10	TETRACAINE 0.5%. 2ML BOTTLES				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Vendor Catalog Number	HOW SUPPLIED (50/box/each/100/case?)	UNIT COST	COST PER BOX/CASE
200331	244	2000 EA	THERMOMETER COVERS, FOR ABOVE ELECTRONIC UNITS				
200331	243	200 EA	THERMOMETER, ELECTRONIC. ORAL AND RECTAL SYTLES				
200331	242	10	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)				
200331	259	NEW	Thermovent HME Device (70-580011EA)				
200331	245	50	TINCTURE OF BENZOIN; SWAB AMPULES				
200331	246	10	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE				
200331	247	5000 EA	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK				
200331	248	100 EA	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE				
200325	262	NEW	TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
200335	249	100 EA	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)				
200325	250	300 EA	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.				
200325	251		TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES				
200331	252	2000 EA	URINAL W/ LID: FOR USE ON AMBULANCE				
200325	253	100 EA	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.F.S. (NEEDLELESS)				
200331	254	250 EA	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE				
200331	255	250 EA	VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. <u>ALLIED LSP #L599-190 ONLY</u>				
200325	256		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.				
200331	268	NEW	VETBOND SKIN ADHESIVE (TWM3M1469)				
200335	269	NEW	WOUND STAPLER 35 STAPLES PER GUN (218-8535)				
200325	258	100 Boxes	Zofran (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX				
200325	257	100 boxes	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

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Question and Answers for Bid #1704-161 - Medical Supplies for Williamson County EMS

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**27.****Meeting Date:** 05/02/2017

Pre-employ.com Agreement

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving service agreement with Pre-employ.com to provide pre-employment background check services to support the operations of the Williamson County Human Resources Department and authorize the County Judge to sign all attached documents.

Background

SERVICES OFFERED BY PRE-EMPLOY.COM, INC. Pre-employ.com, Inc. is a "consumer reporting agency" and a "reseller of consumer reporting services" as such terms are defined in the Fair Credit Reporting Act ("FCRA"). Upon request and as allowed by applicable law, Pre-employ.com, Inc. will provide consumer reports and/or investigative consumer reports (collectively, "Reports") to End-User. Pre-employ.com, Inc. will only furnish Reports to End-User for a permissible purpose under the FCRA and for no other purpose. In addition to providing Reports to End-User, Pre-Employ.com, Inc. shall, upon request and as permitted by applicable law, provide certain other business-related services to End-User (collectively, the "Services").

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAgreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Date

04/26/2017 04:58 PM

Started On: 04/25/2017 12:06 PM

Commissioners Court - Regular Session**28.****Meeting Date:** 05/02/2017

Advertise and Receive Bids for Hygiene Products for Williamson County Jail

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB#1704-160 Hygiene Products for Williamson County Jail.

Background

Contract date from date of award and continuing for 12 consecutive months.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBid Packet

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 04/26/2017

Reviewed By

Wendy Coco

Date

04/26/2017 04:21 PM

Started On: 04/25/2017 03:56 PM

Solicitation 1704-160

Hygiene Products for Williamson County Jail

Bid Designation: Public



Williamson County, Texas

Bid 1704-160

Hygiene Products for Williamson County Jail

Bid Number 1704-160
Bid Title Hygiene Products for Williamson County Jail

Bid Start Date In Held
Bid End Date May 22, 2017 2:00:00 PM CDT
Question & Answer End Date May 18, 2017 5:00:00 PM CDT

Bid Contact Erica Smith
Purchasing Specialist II
512-943-1554
erica.smith@wilco.org

Contract Duration 12 months
Contract Renewal 2 annual renewals
Prices Good for 90 days

Bid Comments Hygiene Products for Williamson County Jail

Item Response Form

Item 1704-160--01-01 - PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE

Quantity 1 each

Prices are not requested for this item.

Delivery Location Williamson County, Texas
[No Location Specified](#)

Qty 1

Description

PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE
PLEASE DO NOT ATTACH ZIP FILES



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1704-160

Hygiene Products for Williamson County Jail

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 22, 2017 2:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 22, 2017 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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

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

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

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

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

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - 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 Bidder has obtained any outstanding addenda or additional information.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 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, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

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

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

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

3.12 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. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 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.

3.14 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.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

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

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

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

Hygiene Products for Jail Specifications

Scope of Services

Williamson County is seeking qualified vendors to provide hygiene products for the Williamson County Jail.

General Information

Shipment quantities will be specified on the purchase order.

Where a brand name is shown, bid the brand name or equal.

Identify the brand being bid and the product/order number.

Awarded bidder is to notify the county immediately if a product is not going to be shipped in time to be received by the County in the time frame quoted.

Provide a sample of each product you are bidding with your bid.

During the contract period if a product is discontinued the county is to be notified immediately so substitutions or other arrangements can be made.

To the extent applicable to this IFB, all of the items listed are to be Free-On-Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

WILLIAMSON COUNTY JAIL – HYGIENE PRODUCTS:

Shipping Address: Attn: Commander Kathleen Pokluda
306 West 4th Street
Georgetown, TX 78626

Billing Address: Attn: Toni Mace
508 South Rock Street
Georgetown, TX 78626

Point Of Contact: Commander Kathleen Pokluda 512-943-1407

Hygiene Products for Jail Price Sheet

ITEM #	DESCRIPTION	BRAND & PRODUCT/ORDER #	SPECIFY # /CASE	UNIT	UNIT PRICE
1	Bath Soap, 3oz Bar, individually wrapped, must not contain animal fats or phosphorus (provide MSDS) Colgate-Palmolive Cashmere or equal				
2	Toothpaste with fluoride, .085 oz tubes, Colgate Spring Fresh or equal				
3	Toothbrush, short handle only, 30 tuft, full head , adult medium, individually wrapped, Colgate or equal				
4	Single blade razor, BIC or equal, safety cover, entire blade visible				
5	Pocket comb, 5 inch, black plastic				
6	Sanitary napkins, 4 1/4" x 3" x 1 1/8" folded size, individually packaged, Stayfree or equal				
7	Clear shampoo in clear, plastic, 2 oz bottle, mild formula good for everyday use, all hair types				

Delivery time after receipt of purchase order_____.

Delivery time shall be a consideration in the evaluation process.

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.

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 Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p>Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	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:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Question and Answers for Bid #1704-160 - Hygiene Products for Williamson County Jail

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**29.****Meeting Date:** 05/02/2017

Justice Center Cameras and Video Management System

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the service contract via TEXAS DIR-TSO-3430 between Knight Security Systems, LLC and Williamson County.

Background

Knight Security Systems will provide and install one hundred and three HD surveillance cameras. System installation includes hardware, system licenses, programming, and configuration. Service Provider will be compensated based on the attached Quote, dated April 13, 2017, which is designated as Exhibit "A". The not-to-exceed amount under this agreement is \$134,213.37, unless amended by a change order and approved by the Williamson County Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Service Contract](#)[Exhibit A Quote](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 09:54 AM

Started On: 04/27/2017 09:02 AM

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SERVICES CONTRACT
VIA TEXAS DIR-TSO-3430
(Justice Center Cameras & Video Management System)
(Knight Security Systems)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Security Systems, LLC** located at 5321 Industrial Oaks Blvd, Suite 111, Austin, Texas (hereinafter "Service Provider"), with principal offices in Austin, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the State of Texas Department of Information Resources Contract for Products and Related Services (hereinafter "DIR-TSO-3430") and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and DIR-TSO-3430 term shall control.

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County. Service Provider's indemnification of The County against claims arising under or related to this Contract and Service Provider's liability for damages of any kind shall be in accordance with the terms of DIR-TSO-3430.

II.

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

III.

Assignment: In accordance with the terms of DIR-TSO-3430, Service Provider's assignment of this Contract shall require a mutually agreed written Contract amendment

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Quote, dated April 13, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$134,213.37, unless amended by a change order and approved by the Williamson County Commissioners Court.**

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

VI.

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

1. As described in the attached Quote, dated April 13, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full; and
3. DIR-TSO-3430 and related documents, including Appendix A, Standard Terms and Conditions, incorporated herein as if copied in full.

VII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, the following items in order to complete the project:

As described in Service Provider's Quote/Statement of Work, dated April 13, 2017 and is incorporated herein as if copied in full.

VIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

IX.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Authorized Signature




Exhibit “A” Quote, dated April 13, 2017



Security Solution Proposal

Proposal #: 20040

Date: April 13, 2017

Prepared for

Richard Semple
Williamson County Justice Center
405 Martin Luther King Blvd
Georgetown, TX 78626

Phone: (512) 943-1489

Prepared by

Kevin Garlick
Knight Security Systems, LLC
4509 Freidrich Lane., Ste. 110
Austin, TX 78744
Phone: 512-892-8801
Fax: 512-891-0283

Scope of Work

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install one hundred and three HD surveillance cameras. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- Ninety-nine Genetec camera licenses
- Twelve exterior cameras with mounts
- Eighty-nine interior cameras
- Initial programming will include:
 - Camera enrollment
 - 1080p at H.264 and 7 FPS
 - Motion detection zones

Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual logins for every person at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptible power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project is subject to progress billing based upon the following milestones:

- Upfront Project Engineering - 20%
- Equipment Delivery - 50%
- Installation of Cable - 10%
- Device Installation - 10%
- System Configuration - 5%
- Final Acceptance - 5%

Initial that you have read and understand the terms above: _____

Quote# 20040



Security Solution Proposal

Proposal #: 20040

Date: April 13, 2017

Prepared for

Richard Semple
Williamson County Justice Center
405 Martin Luther King Blvd
Georgetown, TX 78626

Phone: (512) 943-1489

Prepared by

Kevin Garlick
Knight Security Systems, LLC
4509 Freidrich Lane., Ste. 110
Austin, TX 78744
Phone: 512-892-8801
Fax: 512-891-0283

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix. The system matrix will have the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. If any existing wiring is found to be unusable then a quote will be provided to the Customer to replace the wire.

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix. KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment

KSS will not provide all rental equipment (Lift) if necessary for the project.

Testing

KSS will perform acceptance testing to ensure proper operation and communication of all integrated systems. The security system will be witnessed in the presence of the appointed Customer representative. A test sheet with a check list will be printed for each device. Once the device is tested and approved by the Customer representative the test sheet will be signed and documentation will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has

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been signed then additional charges will be applied.

After successful testing, signatures of KSS job completion form will be required and documented to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturers' recommendation.

Standard Proposal Notes:

- 1) This proposal will follow the guidelines stated in DIR contract Standard Terms and Conditions.
- 2) This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
- 3) A standard 1 year warranty applies on all newly installed equipment. A system health monitoring will be included with the 1 year warranty if consent form is signed and returned.
- 4) Final Location of all equipment to be approved by owner prior to start of installation.
- 5) The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
- 6) All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

- 7) All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 8) Fire alarm interface, cabling, connection, input/output, testing and certification.
- 9) Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 10) Access to device location, penetrations, required access panels for concealed areas.
- 11) If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 12) Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
- 13) Final terminations and connections to equipment other than provided by Knight Security Systems.
- 14) Any trade installation that Knight Security Systems is not licensed to perform.
- 15) Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 16) Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

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Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior	X		
Fire partition penetrations and sealing	X		
Installation of conduit to security system devices where needed	X		
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptible power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

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Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	N/A		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

Equipment

Item Description	Item Nbr	Qty	Price/Unit	Ext. Price
PROJECT INSTALLATION KIT	KSS-PROJKIT	1.00	\$1,687.50	\$1,687.50
Cat6 Gigabit Yellow Snagless Patch Cable RJ45 - 7'	DIR N201-007-YW	106.00	\$5.44	\$576.64
1 camera connection	DIR Om-P-1C	99.00	\$165.69	\$16,403.31
Day/night fixed dome with support for OptimizedIR with built-in adaptable IR illuminators, an	DIR AXS-P3225LVEMKI	26.00	\$549.27	\$14,281.02
1080p, 10 meter IR illumination, Zipstream, Lightfinder, WDR - Forensic Capture, Bullet P1	DIR AXIS-P1405-LE Mk	9.00	\$470.69	\$4,236.21
Flexible multisensor fixed camera with four 1080p sensors. The lenses can be adjusted to p	DIR AXS-P3707PE	3.00	\$942.17	\$2,826.51
Ultra-compact, indoor fixed mini dome with dust- and vandal-resistant casing for easy moun	DIR AXIS M3046-V	53.00	\$289.96	\$15,367.88
Powder coated aluminum wall mount with 1.5" NPS thread for fixed dome pendant kits. 3/4'	DIR AXS-T91D61WallMc	3.00	\$66.01	\$198.03
Vandal-resistant, stainless steel, IR LED, Lightfinder, water-resistant, clean with a water hos	DIR AXS-Q8414LVSWH	10.00	\$1,020.75	\$10,207.50
AXIS T94M02D comprises a weather shield and a mounting adapter for AXIS P3707-PE Ne	DIR AXS-T94M02DPENI	3.00	\$77.79	\$233.37
Licensing Discount	Licensing Discount	99.00	(\$20.00)	(\$1,980.00)

Equipment Total \$64,037.97

Services

Service Description	Ext. Price
DIR-SYSTech	\$14,275.80
DIR-SYSDESIGN	\$3,445.20
DIR-PROJECTMGR	\$11,404.80
DIR-INSTALL	\$16,140.60
DIR-INSTALLCABLE	\$33,489.00
DIR Project Discount	(\$8,580.00)

Services Total \$70,175.40

Other Charges

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Travel:	\$0.00
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Freight:	\$0.00
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Misc:	\$0.00
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Approved by: _____

Subtotal: \$134,213.37

Discount: \$0.00

Sales Tax: \$0.00

Approval date: _____

***Please review Scope of Work closely. All verbal representations disclaimed.
System quote valid for 60 Days. Terms of Master System Agreement apply.***

Total: \$134,213.37

Initial that you have read and understand the terms above: _____
Quote# 20040

Commissioners Court - Regular Session**30.****Meeting Date:** 05/02/2017

SOE Software of Maintenance for Wilco Elections Department- renewal

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding contract options for Clarity Election Suite Hosting with SOE Software Corporation, including but not limited to, short-term sixty (60) day extension of current agreement to allow sufficient time for finalization of a proposed and fully revised agreement as a sole source provider for elections software.

Background

Williamson County has been using Scytl's Election Help Desk Support solution since 2014. SOE Software (Scytl) is the sole source provider of the Clarity Help Desk Support product as it cannot be licensed, purchased, or leased.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSOE Software

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 04/27/2017

Reviewed By

Wendy Coco

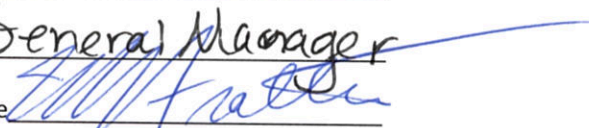
Date

04/27/2017 03:00 PM

Started On: 04/27/2017 11:07 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Support Agreement	Department:	Wilco Elections Office
Vendor Name:	SOE Software Corporation (ScytI)		
Vendor Address:	5426 Bay Center Drive, Suite 525, Tampa, Florida 33609		
Purpose/Intended Use of Product or Service (summary):			
SOE Software of Maintenance for Wilco Elections Department- renewal			
P.O./Contract Number:	SOE Software	Effective Date:	05/01/2017
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	06/30/2017
Requested By:	Kay Eastes, CERA, Christopher Davis		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none">Pursuant to Paragraph 5.2 of the current agreement between the parties, Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract, and all prior amendments thereto for a period of sixty (60) days until June 30, 2017.			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	SOE Software Corp	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	Marc Fratello	Dan A. Gattis	
Title	General Manager	Williamson County Judge	
Signature		Signature _____	
Date	4-27-2017	Date _____	



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: 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 being recommended for award of the contract or renewal.

Contract Number:	04WCP4206
Contract Name:	Clarity Election Suite Hosting and Support Agreement.
Printed Name of Person Submitting Affidavit:	Marc Fratello
Name of Company:	ScytI
Date:	April 27, 2017
Signature of Person Submitting Affidavit:	

On this, the 27th day of April, 2017, before me a notary public, the undersigned officer, personally appeared Marc Fratello, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



Holly M. Elliott
Commission # FF931579
Expires: October 28, 2019
Bonded thru Aaron Notary

Commissioners Court - Regular Session**31.****Meeting Date:** 05/02/2017

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) Project Columbus Balbo
- e) Mega Site

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: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 11:01 AM

Started On: 04/27/2017 10:28 AM

Commissioners Court - Regular Session

32.

Meeting Date: 05/02/2017

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 the acquisition of real property for right-of-way for Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of real property on CR 305.
- k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- m) Discuss the acquisition of a drainage easement for CR 108.
- n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- o) Discuss the acquisition of real property for CR 258.
- p) Discuss the acquisition of real property for CR Lakeline Blvd.
- q) Discuss the acquisition of real property for US 183.
- r) Discuss the acquisition of real property for Hairy Man Rd.
- s) Discuss the acquisition of real property for SW Bypass.
- t) Discuss the acquisition of real property for Crossroad Acres.
- u) Discuss proposed acquisition of real property on CR 138.

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 possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss the improvements 175 CR 138 (Giesen tract).

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: 04/27/2017

Reviewed By

Wendy Coco

Date

04/27/2017 11:01 AM

Started On: 04/27/2017 10:27 AM