

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 3RD, 2018
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 – 9)

5. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (10) Desktops, (1) iPad, and (4) Laptops, pursuant to Tx. Local Gov't Code § 263.152.
6. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for February 2018 pursuant to Texas Local Government Code §114.026.
7. Discuss, consider and take appropriate action on appointing Mark Prinz to the ESD #10 open Board of Directors position with the term commencing effective immediately and continuing thereafter until December 31, 2018.
8. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 21 in the amount of \$7,177.66 for the installation of a storefront style door in place of a metal door at a rear public entrance, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

9. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #45 in the amount of \$7,743.09 for ice machine and ice machine installation, including all plumbing requirements, and for the acceptance of an additional 20 calendar days, which was executed by Dale Butler, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

REGULAR AGENDA

10. Discuss, consider, and take appropriate action on a Resolution declaring the week April 8th-14th, 2018, as "Public Safety Telecommunicator Week" for Williamson County.
11. Discuss and take appropriate action regarding a Proclamation declaring April 8 -14, 2018 Crime Victims' Rights Week in Williamson County Texas.
12. Discuss, consider and take appropriate action on resolution declaring April 9 to 13, 2018, as National Work Zone Awareness Week to bring nation attention to motorist and worker safety and mobility issues in work zone.
13. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
14. Discuss, consider and take appropriate action on a revised TxDOT Advance Funding Agreement for Bridge Replacement or Rehabilitation for the CR 456 truss bridge in Coupland.
15. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra West, Section 8N - Pct 3
16. Discuss, consider and take appropriate action on a Settlement Agreement and Release by and between Williamson County, Texas, BLGY, Inc. and JQ + TSEN, LLC relating to the Williamson County North Campus Facility.
17. Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 44 from American Constructors in the amount of \$36,108.00 for additional instructional cameras and related Audio/Video components and installation. This change order is being funded by the Owners Contingency.
18. Discuss, consider and take appropriate action on accepting the resignation of Amy Ellsworth and the appointment of Frank Leffingwell to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors to fill the unexpired term beginning May 21, 2018 and ending on January 31, 2019.
19. Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer to move \$1,096,923 to Expo RV Park (P464) from Wilco Expo Center (P418) of \$321,923 and Hike & Bike Trail Precinct 4 (P449) of \$775,000.
20. Discuss, consider and take appropriate action on a Resolution for Condemnation with Joel Allspaugh and Tricia Matthews-Allspaugh for right of way needed on the Oak Haven Circle project.
21. Discuss, consider and take appropriate action on a Utility Easement to PEC regarding the Bedwell tract on the Seward Junction SE Loop project.

- 22.** Discuss, consider and take appropriate action on a Development Agreement with Milestone Community Builders regarding dedication of easement for the Brushy Creek Trail. (P419)
- 23.** Discuss, consider and take appropriate action on a Right of entry and Possession Agreement with Robinson Land Limited Partnership for an easement needed for the Brushy Creek Trail Project. (Parcel 10): Funding Source Park Bonds P419
- 24.** Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Hills at Leander Apartments Project) Series 2018.
- 25.** Discuss the results of the review of the Salary Study policy and processes, conducted by the Korn Ferry HayGroup.
- 26.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- 27.** Discuss, consider and take appropriate action regarding policy determining which fires warrant investigation by the county fire marshal in the unincorporated areas within the county, pursuant to Tex. Loc. Gov't Code. § 352.013(b).
- 28.** Discuss, consider and take appropriate action on a funding application from the City of Taylor, TX for \$100,000 of funding from the Williamson County Community Recreation Facility Fund for a full upgrade and remodel of Heritage Square Park.
- 29.** Discuss, consider and take appropriate action regarding Stryker EMS Protect Service Agreement with Stryker Corporation to support operations of the Williamson County EMS.
- 30.** Discuss, consider and take appropriate action on approving the Add-On Quote for modifications to the Computer Aided Dispatch System (SCR# 992) between Superior Data Systems, Inc. and Williamson County and authorizing execution of the agreement.
- 31.** Discuss, consider and take appropriate action on approving the Add-On Quote to implement the interfaces to the Purvis alerting system in the test and training environments of the Computer Aided Dispatch (CAD) system between Superior Data Systems, Inc. and Williamson County and authorizing execution of the agreement.
- 32.** Discuss, consider and take appropriate action on approving the Add-On Quote for the conversion to National Incident-Based Reporting System (NIBRS) reporting between Superior Data Systems, Inc. and Williamson County and authorizing execution of the agreement.
- 33.** Discuss, consider and take appropriate action regarding the Business Associate Agreement between Williamson County and Cities Health District and Williamson County.
- 34.** Discuss, consider, and take appropriate action on rescinding purchase of Ice Maker from LoneStar Restaurant Supply for the new Sheriff's Office Training Facility, in the amount of \$2,569.00 approved on February 27, 2018.

35. Discuss, consider and take appropriate action on approving a service contract between Williamson County and ATS Engineers, Inspectors and Surveyors to provide third party inspections for the River Ranch County Park Residence project, with a not-to-exceed amount of \$3000, and authorizing execution of the agreement.
36. Discuss, consider, and take appropriate action on authorizing the purchase of furniture for the Sheriff's Office Training Center, from TechCenter Design, INC, in the amount of \$104,875.22 per Pricing Quotation #LG18-295687b/C pursuant to NJPA Contract# 013715KI.
37. Discuss, consider, and take appropriate action on awarding RFCSP # 1801-210 RV Park Williamson County Expo - Phase II Development to the best overall proposer Champion Site Prep, L.P. and authorizing execution of the agreement.
38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Crack Seal Services under IFB #1803-220.
39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for EMS Supplies under IFB #1803-221.

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)."

40. 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 North Woods Road District.
 - c) Project Amazon
 - d) Wolf Lakes
 - e) Project Capstone
41. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

 - a) Discuss the acquisition of real property for right-of-way for N. 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: CR 101
 - e) Discuss the acquisition of real property: CR 200
 - f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - g) Discuss the acquisition of real property for SH 29 LTP.
 - h) Discuss the acquisition of real property for County Facilities.
 - i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
 - k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
 - l) Discuss the acquisition of real property for Seward Junction SE Loop.

- m) Discuss the acquisition of real property for SH 29 @ DB Wood.
- n) Discuss the acquisition of real property for Hairy Man Rd.
- o) Discuss the acquisition of real property for SW Bypass.
- p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- q) Discuss Cedar Hollow low water crossings and Lost River.
- B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss wastewater easements in Berry Springs Park
- c) Discuss sale of County property on Ronald Reagan Blvd.
- d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- e) Potential governmental uses for 8th Street downtown parking lot
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the San Gabriel River trail easements.

42. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- j) Berry Springs Park and Preserve pipeline
- k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
- m) Williamson County Sheriff's Office Training Center construction issues.
- n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
- p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
- q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- r) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
- t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
- u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court

for the Western District of Texas, Austin Division.

v) Discuss law in relation to Williamson County compensation policies.

43. 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).
44. 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)

45. Discuss and take appropriate action concerning economic development.
46. Discuss and take appropriate action concerning real estate.
47. 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;
 - cd) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - g) 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
 - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - j) Berry Springs Park and Preserve pipeline
 - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
 - l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Williamson County Sheriff's Office Training Center construction issues.
 - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
 - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
 - q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
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 - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in

Georgetown, Texas

u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.

v) Discuss law in relation to Williamson County compensation policies.

- 48.** 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.

- 49.** 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 _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 04/03/2018

Asset Auction 4/3/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (10) Desktops, (1) iPad, and (4) Laptops, pursuant to Tx. Local Gov't Code § 263.152.

Background

See attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Auction 1

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:35 AM
03/28/2018 10:43 AM
Started On: 03/27/2018 03:40 PM

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 3-21-18

#	Description	A#	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell OptiPlex 780 ✓	---	6X2B5M1	N/A	Unkown
2	Dell OptiPlex 780 ✓	53798	GYW8XL1	C02695	Unkown
3	Dell OptiPlex 780 ✓	53811	DZW8XL1	C02708	Unkown
4	Dell OptiPlex 780 ✓	55995	64W NDP1	2084	Unkown
5	Dell OptiPlex 740 ✓	49447	7SWD6J1	2082	Unkown
6	Dell OptiPlex 740 ✓	46094	3MJWQF1	c01861	Unkown
7	Dell OptiPlex 740 ✓	53131	1C7XHL1	c02607	Unkown
8	Dell OptiPlex 740 ✓	49432	3QWD6J1	c02219	Unkown
9	Dell OptiPlex 740 ✓	49426	1TWD6J1	2083	Unkown
10	Dell Dimension 4600 ✓	37563	DFRRK31	C00148	Unkown
11	Apple iPad Air ✓	95211	DLXN337VFK10	N/A	Not working
12	Dell Latitude E5400 Laptop ✓	53790	HTHF3M1	2002	Not fully working
13	Dell Latitude E5400 Laptop ✓	53786	JTHF3M1	2002	Not working
14	Dell Latitude E5400 Laptop ✓	53784	BTHF3M1	N/A	Unkown
15	Dell Latitude E6520 Laptop ✓	64270	2QRSHV1	2004	Not working
16	Dell Monitor M782P CRT	---	CN-01K525-47803-2BE-L04E	N/A	Unkown
17	Elo Touchscreen Monitor	---	422510228T	N/A	Unkown
18	Box of miscellaneous cables	---	N/A	N/A	Working
19	Monitor Sound bar Dell AX510	---	cCN-0C730C-71623-096-1739	N/A	Working
20	Logitech Wired Keyboard	---	K120	N/A	Working
21	Logitech Wireless Keyboard and Mouse	---	MX3200	N/A	Not Working
22	Dell Wired Keyboard	---	SK-8135	N/A	Working
23	Logitech Wireless Keyboard	---	MCT24406834	N/A	Not Working
24	Dell Wired Keyboard	---	K12L1000	N/A	Working
25	Logitech Wireless Keyboard & Mouse	---	MK700/MK710	N/A	Not Working
26	Logitech Wireless Keyboard	---	MK700	N/A	Not Working
27	Dell Wired Mouse	---	M-UAR DEL7	N/A	Working
28	Dell Wired Mouse	---	M-UAR DEL7	N/A	Working
29	Logitech Wired Mouse	---	M-UAE96	N/A	Working
30	Logitech Wireless Mouse	---	N/A	N/A	Not Working
31	Dell Monitor P170St	---	CN-0C2JMK-74445-9CM-AQYU	N/A	Working

RECEIVED

MAR 26 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session

6.

Meeting Date: 04/03/2018

February 2018 Treasurer's Report

Submitted For: David Heselmeyer

Submitted By: David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for February 2018 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TR Report 02-18](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:16 AM

Started On: 03/28/2018 09:52 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMAYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
APRIL TERM 2018

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the ____ day of April, 2018, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **February 2018**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$584,145,125.26.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the ____ day _____, A.D., 2018.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: FEB-18

Date: 07-MAR-18 16:00:31
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance

General Operating				
Cash	(1,710,810.07)	272,367,671.32	272,114,340.52	(1,457,479.27)
Investments - TexPool	127,630,432.59	24,165,616.63	81,761,706.24	70,034,342.98
Investments	353,234,079.33	55,143,506.53	22,000,057.52	386,377,528.34
Investments - Logic	148,200,555.95	36,164,840.96	63,351,523.95	121,013,872.96

Total General Operating	627,354,257.80	387,841,635.44	439,227,628.23	575,968,265.01
Payroll Fund				
Cash	6,379,397.13	12,269,782.84	12,319,256.93	6,329,923.04

Total Payroll Fund	6,379,397.13	12,269,782.84	12,319,256.93	6,329,923.04
SO Commissary Fund				
Cash	328,752.22			328,752.22
Investments - Texpool	1,518,184.99			1,518,184.99

Total SO Commissary Fund	1,846,937.21			1,846,937.21
Grand Total	635,580,592.14	400,111,418.28	451,546,885.16	584,145,125.26
=====				

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-18

Date: 07-MAR-18 16:00:33

Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(23,192,095.01)			(26,176,865.16)
101000 0200 ROAD & BRIDGE GENERAL FUND	6,951,437.83	95,136,734.19	98,121,504.34	7,901,115.67
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(8,175.30)	500.00	250.00	(7,925.30)
101000 0231 CAMPO PERSONNEL FUND	(466,476.76)		85,453.23	(551,929.99)
101000 0250 PASS THRU FUNDING PROGRAM	1,096,963.62	13,357,350.70	6,679,017.46	7,775,296.86
101000 0310 WM-FUTURE ENVIRONMENTAL LIAB	324,236.49			324,236.49
101000 0311 WM-MASTER SITE DEVELOPMENT	162,325.05			162,325.05
101000 0312 WM-COMMUNITY REC FACILITY	162,325.05			162,325.05
101000 0313 WM-CITY OF HUTTO & HUTTO LSD	220,374.42			220,374.42
101000 0340 TOBACCO FUND	656,554.46			604,553.32
101000 0350 LAW LIBRARY FUND	83,247.94	36,437.72	31,249.55	88,436.11
101000 0353 JP #3 TEEN COURT PROGRAM	1,687.88			1,687.88
101000 0355 COURT REPORTER SERVICE FUND	135,138.66	21,861.48	24,802.64	132,197.50
101000 0360 COURTHOUSE SECURITY FUND	150,994.99	30,564.01	26,771.26	154,787.74
101000 0361 JP SECURITY FUND	136,503.78	2,017.36	1,098.24	137,422.90
101000 0364 PRETRIAL PREVENTION PROGRAMS	25,200.00	27,720.00	29,880.00	23,040.00
101000 0365 CHILD SAFETY FUND	(155,945.16)	117,377.73	66,437.70	(105,005.13)
101000 0366 CHILD ABUSE PREVENTION FUND	448.95	24.92	12.46	461.41
101000 0367 JP #3 TRUANCY PROGRAM FD	106,493.46	5,831.68	5,548.53	106,776.61
101000 0368 JP #2 TRUANCY PROGRAM FD	76,440.19	628.18	326.59	76,741.78
101000 0369 JP #4 TRUANCY PROGRAM FD	103,586.09	4,216.35	4,156.72	103,645.72
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	91,707.58	3,559.84	1,889.42	93,378.00
101000 0371 JUV DELIQU PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(68,850.78)	8,115.57	4,590.37	(65,325.58)
101000 0373 JP #1 TRUANCY PROGRAM FD	30,983.55	387.34	206.17	31,164.72
101000 0374 CTY & DIST CT TECHNOLOGY FUND	83,729.95	1,161.41	596.85	84,294.51
101000 0375 ELECTION SRVS CONTRACT FD	91,510.93	20,766.95	31,334.33	80,943.55
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	367,646.66			367,646.66
101000 0378 ELECTION HAVA - TITLE II	744,535.71		3,725.76	740,809.95
101000 0380 PROBATE COURT FUND	52,670.81	1,195.00	605.00	53,260.81
101000 0381 GUARDIANSHIP FUND	119,701.90	4,860.00	8,160.00	116,401.90
101000 0382 SPECIALITY COURTS FUND	151,125.59	1,346.00	2,287.39	150,184.20
101000 0384 RCDS ARCHIVE FUND - CO CLERK	523,349.09	81,280.00	334,683.02	269,946.07
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	980,268.32	171,495.45	133,549.12	1,018,214.65
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	205,313.83	4,675.88	2,786.17	207,203.54
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	316,777.08	9,286.32	6,496.08	319,567.32
101000 0388 COURT RCDS PRESERVATION FUND	574,994.31	12,995.90	6,917.95	581,072.26
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	136,825.56	14,869.44	9,812.48	141,882.52
101000 0399 STATE AGENCY FUND	251,014.21	460,422.60	242,486.85	468,949.96
101000 0406 CO ATTY HOT CHECK FUND	2,783.00	2,050.94	1,025.47	3,808.47
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	200,997.58		1,808.62	199,188.96
101000 0410 CO SHRF ASSET FORFEITURES	599,194.91	41,564.10	490,693.37	150,065.64
101000 0490 EMPLOYEE FUND	62,586.97	466.22	332.49	62,720.70
101000 0503 OUT OF ST/ICE INMATE BILL FD	2,329.28	2,051,756.08	1,028,207.32	1,025,878.04
101000 0507 WC RADIO COMMUNICATION SYSTEM	726,786.68	129,204.44	372,176.22	483,814.90
101000 0508 WMSN CO CONSERVATION FUND	66,297.94	1,412,110.89	1,229,554.69	248,854.14
101000 0515 APPELLATE JUDICIAL SYS FD	3,005.46	6,072.98	6,224.45	2,853.99

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-18

Date: 07-MAR-18 16:00:33

Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0516 UNCLAIMED JUVENILE RESTITUTION	16,205.32	218.34		16,423.66
101000 0545 REGIONAL ANIMAL SHELTER	(273,243.10)	260,942.96	250,014.42	(262,314.56)
101000 0546 REG ANIMAL SHELTER DONATION FUND	570,965.56	24,185.52	23,469.25	571,681.83
101000 0571 JJAEP TIER II FUNDING	318,995.90		6,061.97	312,933.93
101000 0600 DEBT SERVICE-COUNTY WIDE	4,583,315.62	92,308,512.61	96,720,959.15	170,869.08
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,477.30			6,477.30
101000 0777 CAPITAL PROJECTS FUND	2,105,850.50	47,279,945.08	47,339,278.58	2,046,517.00
101000 0831 831 CAMPO OPERATING	(519,592.88)	50,263.09	159,258.61	(628,588.40)
101000 0852 AVERY RANCH FUND	12,427.98	324,939.16	335,867.59	1,499.55
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,325.05	100,805.27	102,130.32	
101000 0855 NORTHWOODS RD DIST OPERATING FUND		42.00	42.00	
101000 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	9,244.78	238,159.92	247,404.70	
101000 0875 SO COMMISSARY FUND	328,752.22			328,752.22
101000 0880 PAYROLL FUND	6,379,397.13	12,269,782.84	12,319,256.93	6,329,923.04
101000 0882 FLEET MAINTENANCE	839,187.34	296,895.95	317,141.44	818,941.85
101000 0885 WSMN CO BENEFITS FUND	(963,269.49)	2,234,176.50	1,804,922.82	(534,015.81)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,416,760.87)	326,752.70	967,883.51	(2,057,891.68)
Total Cash	4,997,339.28	284,637,454.16	284,433,597.45	5,201,195.99
151000 0100 GENERAL FUND	2,178.55	454.83		2,633.38
151000 0200 ROAD & BRIDGE GENERAL FUND	24,861.44	25.63		24,887.07
151000 0350 LAW LIBRARY FUND	305,552.02	314.95		305,866.97
151000 0355 COURT REPORTER SERVICE FUND	1,102,880.31	1,136.86		1,104,017.17
151000 0360 COURTHOUSE SECURITY FUND	129,559.72	133.55		129,693.27
151000 0365 CHILD SAFETY FUND	366,347.73	377.20	403.73	366,321.20
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	223,309.74	230.21		223,539.95
151000 0372 JUSTICE COURT TECHNOLOGY FUND	468,869.53	483.34		469,352.87
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,934,574.52	1,994.18		1,936,568.70
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,904,874.43	1,963.63		1,906,838.06
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	430,394.24	443.67		430,837.91
151000 0408 D/A ASSET FORFEITURES	124,680.40	128.51		124,808.91
151000 0410 CO SHRF ASSET FORFEITURES	359,754.41	455,625.93		815,380.34
151000 0875 SO COMMISSARY FUND	1,518,184.99			1,518,184.99
151100 0100 GENERAL FUND	10,068,169.16	8,007,244.53	15,907,400.79	2,168,012.90
151100 0200 ROAD & BRIDGE GENERAL FUND	11,736,032.38	72,642.22		11,808,674.60
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	4,043.00	4.90		4,047.90
151100 0311 WM-MASTER SITE DEVELOPMENT	692,876.00	836.97		693,712.97
151100 0312 WM-COMMUNITY REC FACILITY	500,547.97	604.64		501,152.61
151100 0340 TOBACCO FUND	1,277,324.85	1,542.98		1,278,867.83
151100 0508 WSMN CO CONSERVATION FUND	903,309.64	21,463.18		924,772.82
151100 0600 DEBT SERVICE-COUNTY WIDE	85,889,230.68	15,481,001.08	65,731,301.72	35,638,930.04
151100 0852 AVERY RANCH FUND	1,501,122.14	107,686.49	122,600.00	1,486,208.63
151100 0885 WSMN CO BENEFITS FUND	3,243,759.50	3,918.33		3,247,677.83
151161 0777 CAPITAL PROJECTS FUND	406,567.91	491.12		407,059.03
151162 0777 CAPITAL PROJECTS FUND	4,029,612.32	4,867.70		4,034,480.02

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: FEB-18

Date: 07-MAR-18 16:00:33

Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
<hr/>				
Total TexPool/TexPool Prime	129,148,617.58	24,165,616.63	81,761,706.24	71,552,527.97
<hr/>				
152000 0100 GENERAL FUND	141,896,839.91	17,461,414.75	7,000,000.00	152,358,254.66
152000 0200 ROAD & BRIDGE GENERAL FUND	16,007,546.67	7,937,726.77	8,000,000.00	15,945,273.44
152000 0250 PASS THRU FUNDING PROGRAM	31,134,910.52	11,305.31		31,146,215.83
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,520,640.07	452.24		1,521,092.31
152000 0340 TOBACCO FUND	2,000,243.50		57.52	2,000,185.98
152000 0508 WMSN CO CONSERVATION FUND	2,496,302.18	986,452.49	1,000,000.00	2,482,754.67
152180 0777 CAPITAL PROJECTS FUND	131,301,891.62	7,982,421.40	6,000,000.00	133,284,313.02
152181 0777 CAPITAL PROJECTS FUND	9,975,615.30	8,909,946.53		18,885,561.83
152182 0777 CAPITAL PROJECTS FUND	16,900,089.56	11,853,787.04		28,753,876.60
<hr/>				
Total Investments	353,234,079.33	55,143,506.53	22,000,057.52	386,377,528.34
<hr/>				
153500 0100 GENERAL FUND	55,526,990.26	29,965,173.37	25,568,154.01	59,924,009.62
153500 0250 PASS THRU FUNDING PROGRAM	3,646,792.11	4,447.46		3,651,239.57
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,235,344.47	10,309.73	83,550.00	1,162,104.20
153500 0855 NORTHWOODS RD DIST OPERATING FUND	3,831,469.23	4,672.66	42.00	3,836,099.89
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND	572,873.01	55,764.24	137,190.00	491,447.25
153780 0777 CAPITAL PROJECTS FUND	48,198,661.13	6,085,644.44	15,440,608.77	38,843,696.80
153781 0777 CAPITAL PROJECTS FUND	16,482,903.90	10,404.67	9,351,765.30	7,141,543.27
153782 0777 CAPITAL PROJECTS FUND	18,705,521.84	28,424.39	12,770,213.87	5,963,732.36
<hr/>				
Total Logic	148,200,555.95	36,164,840.96	63,351,523.95	121,013,872.96
<hr/>				
Grand Total	635,580,592.14	400,111,418.28	451,546,885.16	584,145,125.26
<hr/>				

Commissioners Court - Regular Session

7.

Meeting Date: 04/03/2018

ESD #10 Appointment

Submitted For: Larry Madsen

Submitted By: Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Mark Prinz to the ESD #10 open Board of Directors position with the term commencing effective immediately and continuing thereafter until December 31, 2018.

Background

Mark Prinz will fill the open position left by John Fischer on March 20th, 2018. Mr. Prinz is a full-time farmer who has lived in the district for over 30 years. He also owns and manages a trucking operation. He has been wanting to get more involved in his community and is excited to be considered for this appointment.

This is a new appointment of a board member to the ESD #10 Board of Directors. His application is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[ESD Application](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julia Cooper
Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 08:25 AM
Started On: 03/26/2018 02:37 PM

Williamson County
Application for Emergency Service District Board of Commissioners

Date: 3/26/18

Application for ESD # 10

Name Mark Prinz

Address 1501 CR 129, Taylor, TX 76574

Home Phone # _____ Work Phone # 512-563-8715

Cell Phone # 512-563-8715 Email Address Prinz141@hotmail.com

Do you live in the district and if so, for how long?

Yes, 31 years

Do you own property in the district and if so, for how long?

5 years

Are you a registered voter?

Yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

I have been full time Farmer self-employed for 11 years managing my trucking operation as well.

Please describe any community or public service in which you have participated in the last ten years.

Church Council for 6 years at Bethlehem Church and volunteer Rodeo Austin Operation Committee

Please explain briefly your reasons for interest in serving on the board.

I would like to be able to serve the community in more ways than I do now. So this would help me be able to expand my involvement.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

No

If yes, please name the relative and your relationship with him/her.

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

(Please add any other relevant information. Please attach additional pages if necessary.) *NONE*

Commissioners Court - Regular Session

8.

Meeting Date: 04/03/2018

WCCHD Remodel P322; Change Order #21

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 21 in the amount of \$7,177.66 for the installation of a storefront style door in place of a metal door at a rear public entrance, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[WCCHD Change Order 21](#)

[WCCHD CO21 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:16 AM
Started On: 03/28/2018 10:16 AM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

Number: 21
Date: 2/22/2018
Project: Wilco WCCHD Office Renovations
Job #: 6148E

PH: (512) 943-1599 Fax: (512) 930-3313

Description: E101 New Door

We are pleased to offer the following specifications and pricing to make the following changes:

Demo hollow metal door and frame - \$385
Install new storefront door (E101) w/ standard hardware - \$5,341
Tape, float, sand, and prime. Apply finish paint - \$859
See attached backup

Description:	Price
Drywall Acoustical Demo	385.00
Painting	859.00
Glass Glazing	5,341.00
Insurance	98.78
Profit / Fee	329.25
P & P Bond	164.63
Total:	7,177.66

If you have any questions, please contact me at 512-832-1979.


Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By:

Date:


3-22-18



Trimbuilt Construction, Inc.
 On time. Every time.

Change Order
 Wilco
 6148E

Date 2/16/18

To: Michael H

	Amount
Demo hollow metal door and frame.	\$
New store front door and frame by others.	\$
Painting and new water proofing by others.	\$
Early morning demo for install same day.	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 385.00

If you have any questions, please contact me at (512) 832-1979.

Submitted by:
 Trimbuilt Construction, Inc.

Quote expires in 90 days if not accepted, and is subject to escalation rates based on commencement date of project

Neihi Glass, Inc.
 21303 Martin Ln.
 Pflugerville, Texas 78660
 Phone 512.251.3572
 Fax 512.251.3643

2/13/2016

HUB, WBE, DBE Certified

Neihi Glass Inc.

WCCHD Office

E101:
 Install New Door w/ Standard Hardware
Quantity :
 1 Single

Category	Description	SubTotals
E101:	Install New Door w/ Standard Hardware	\$ 3,937.00
Labor to Fabricate & Install	Labor	\$ 1,404.00

Grand Total (without tax) \$ 5,341.00

If Applicable Estimated Sales Tax on Materials Only (8.25%) \$324.80 \$ 5,665.80
 If Applicable Estimated Sales Tax on Materials & Labor (8.25%) \$440.63 \$ 5,781.63

Addendums Acknowledged: Yes
 Plans Dated

Exclusions:
 After Hours
 Demo Existing Door
 Wood Doors & Frames
 Raco Doors & Frames

Any Questions or concerns please contact me

Cason Adams
 512.350.0391
 cason@neihiglass.com

Alternates:

Includes frame per Cody

Traci Dolph

From: Julio Vazquez <jvpaintstexas@gmail.com>
Sent: Wednesday, February 21, 2018 2:10 AM
To: Traci Dolph
Subject: Re: Add storefront door to west side of building - WCCHD

Traci,

I hope you are doing well. The cost for tape and float, sand, prime and applying finish paint is \$859

Regards,

Julio Vazquez, MBA
Managing Director
JV Painters, LLC
P: 832-317-9684
M: 706-483-2796
F: 713-583-1507
www.jvpaintersoftexas.com



On Tue, Feb 20, 2018 at 6:51 AM, Traci Dolph <TDolph@trimbuilt.com> wrote:

Our email was down all of yesterday, so if you sent me this pricing I didn't get it 😞 Please resend Julio!

Kind Regards,

Traci Dolph

Assistant Project Manager

Trimbuilt Construction, Inc.

12800 North Lamar Blvd

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322

Change Order #: 21

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 1,440,000.00		\$ 250,000.00				\$ 1,690,000.00	\$ 1,690,000.00
1		Pending									\$ 1,690,000.00
2		Denied									\$ 1,690,000.00
3		Denied									\$ 1,690,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,690,000.00
5	11/14/2017	Owner		\$ 1,071.25		\$ (1,071.25)					\$ 1,690,000.00
6	1/9/2018	Architect	0	\$ 7,733.00		\$ (7,733.00)					\$ 1,690,000.00
7	11/14/2017	Architect		\$ 7,386.00		\$ (7,386.00)					\$ 1,690,000.00
8	11/14/2017	Owner		\$ 5,987.00		\$ (5,987.00)					\$ 1,690,000.00
9	1/9/2018	Architect	0	\$ 2,376.00		\$ (2,376.00)					\$ 1,690,000.00
10	1/9/2018	Owner	0	\$ 5,236.02		\$ (5,236.02)					\$ 1,690,000.00
11	1/9/2018	Architect	0	\$ 2,071.00		\$ (2,071.00)					\$ 1,690,000.00
12	1/9/2018	Owner	0	\$ 4,755.13		\$ (4,755.13)					\$ 1,690,000.00
13		Contractor	21	\$ 13,788.75		\$ (13,788.75)					\$ 1,690,000.00
14		Pending									\$ 1,690,000.00
15		Pending									\$ 1,690,000.00
16		Pending									\$ 1,690,000.00
17	1/30/2018	Contractor	0	\$ 5,919.97		\$ (5,919.97)					\$ 1,690,000.00
18		Contractor	0	\$ 29,520.84		\$ (29,520.84)					\$ 1,690,000.00
19		Contractor	0	\$ 7,548.26		\$ (7,548.26)					\$ 1,690,000.00
20		Owner	0	\$ 3,024.76		\$ (3,024.76)					\$ 1,690,000.00
21		Owner	0	\$ 7,177.66		\$ (7,177.66)					\$ 1,690,000.00
			28	\$ 1,546,708.64	\$ -	\$ 143,291.36	\$ -	\$ -	\$ -	\$ 1,690,000.00	\$ 1,690,000.00

\$ 143,291.36

Commissioners Court - Regular Session

9.

Meeting Date: 04/03/2018

Sheriff's Office Training Center, P323 - Change Order 45

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #45 in the amount of \$7,743.09 for ice machine and ice machine installation, including all plumbing requirements, and for the acceptance of an additional 20 calendar days, which was executed by Dale Butler, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Contingency.

Background

On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Director of Williamson County Facilities, with general authority to approve change orders in the event that a previously approved and authorized Williamson County Facilities Department Employee is unable to approve a change order in relation to a Williamson County construction project in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SOTC Change Order 45

SOTC CO45 Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/28/2018

Reviewed By


Wendy Coco

Date

03/28/2018 10:20 AM

Started On: 03/28/2018 10:17 AM

COST ITEMIZATION

PCO NO.	45		
PROJECT:	Williamson County Sheriff's Office Training Center		
CONSTR. MGR.:	American Constructors, Inc.		
DOCUMENT NAME:	???	DATE:	03/22/18
SUBJECT:	Ice Machine and Filters		
		Funding Source Owner Contingency	
<i>Extended Calendar Days Requested: 20 days from approval</i>			

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item				
<i>Sub Name</i>	<i>Work Description</i>	FIRM	ESTIMATED	TOTAL
Precision	Ice Machine and Filter	\$6,916.89		\$6,916.89
ACI	Ice Machine and Filter Overhead	\$826.20		\$826.20
			Total	\$7,743.09

*** Quote backup for sub pricing is attached***

Note:
 The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

David A. Achterberg
Digitally signed by David A. Achterberg
 DN: C=US, E=DAachterberg@bse-architects.com,
 O=Brinkley Sargent Wiginton Architects, CN=David
 A. Achterberg
 Location: Austin, TX
 Contact info: dachterberg@bse-architects.com
 Date: 2018.03.22.16:54:06 -0500

Brinkley Sargent Wiginton Architects

 **3/23/18**
 Williamson County

Date



REQUEST FOR PRICING

DATE: March 21, 2018, 2018

RFP 5

ATTENTION: Dustin Weigers- American Constructors

REFERENCE: Wilco SOTC-Water Filter/Ice Machine

DESCRIPTION OF WORK PERFORMED: Add Wall mounted filter in mech room, add floor standing Ice machine in break room.

Material:

Pipe, fittings, tubing & related	\$75.69
Everpure twin manifold filter system	\$589.00
2-Filters for Everpure manifold filter system	\$198.00
Scottsman Ice Machine Head	\$3200.00
Scottsman Ice Machine Hopper/Bin	\$1200.00

Install Labor:	\$752.00
1 Plumber & 1 Helper @ 8hrs ea	

Sub-Total:	\$6014.69
------------	-----------

Mark Up (15%)	\$902.20
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Total:	\$6,916.89
--------	------------

If approved, we request a change order in the amount \$6,916.89

Sincerely,
Robert Tremewan
Project Manager



C0530 - 500lb Cube Ice Machine

Prodigy Plus® Modular Cube Ice Machine

The world's smartest cuber.

As the world's only self-monitoring cuber, the new Scotsman Prodigy Plus® cube ice machines make it easier than ever to maintain your equipment and save money. Whether it's the advanced ice level control or an optional feature board for quick diagnostics, this is ice-making re-imagined. And with intuitive technology like AutoAlert™ indicator lights, a reduced operational footprint and easy-access service from the front panel, Prodigy Plus® cubers are simply the smartest, most reliable way to create fresh-tasting ice — every time.



The Prodigy Plus® difference.

- AutoAlert™ indicator lights for better visibility
- Operational footprint among the industry's smallest
- Industry-exclusive QR code instantly connects users to service information and warranty history
- One-touch cleaning reduces labor costs and saves time
- Front-located air filter for more efficient operation
- Self-aligning front panel for easy access to key components
- Patented WaterSense purge control automatically reduces scale buildup
- Patented Harvest Assist efficiently moves cube ice to the bin
- Smart-Board™ advanced feature module available for additional diagnostic capabilities
- Optional Vari-Smart™ ice level control allows operators to customize ice levels
- Antimicrobial protection guards internal surfaces between cleanings
- A full range of water- and energy-saving features

C0530 - 500lb Cube Ice Machine



24 Hour Volume Production

Air Cooled		Remote		Water Cooled	
70°F/21°C 50°F/10°C	Air Water	90°F/32°C 70°F/21°C	70°F/21°C 50°F/10°C	Air Water	90°F/32°C 70°F/21°C
525/238 lb/kg		380/172 lb/kg	500/227 lb/kg	400/181 lb/kg	500/227 lb/kg



Modular Bin Options

Model Number*	Dimensions W" x D" x H"	AHRI Certified Bin Capacity lb/kg	Finish	Ship Weight lb/kg
B330P	30 x 34 x 30**	270/123	Poly	130/59
B530S or P	30 x 34 x 44**	420/191	Metallic or Poly	150/68

* Contact Scotsman for bin top requirements. ** Add 6" Height for bin legs.



B330P



B530P



Cube Ice

Common ice form, ideal for mixed drinks.



Small Cube
7/8" x 7/8" x 3/8"
(2.22 x 2.22 x .95 cm)



Medium Cube
7/8" x 7/8" x 7/8"
(2.22 x 2.22 x 2.22 cm)



Certification



Warranty

- 3 years parts and labor on all components.
- 5 years parts and labor on the evaporator.
- 5 years parts on the compressor and condenser.
- Warranty valid in North, South & Central America for commercial installations.
- Contact factory for warranty in other regions.



B322S, B330P, B530P/S, B842S, B948S - Storage Bins
Modular Storage Bins



B530S show with optional KLP8S legs.

Features

- New sleek, contemporary styling. A perfect match to Prodigy Plus® cube ice machines and other Scotsman ice machines.
- Convenient, built-in scoop holder.
- Easily removable baffle, no tools required for cleaning.
- Lightweight.
- Unique recessed drain fitting for maximum installation flexibility.
- Corrosion resistant.
- Spring loaded door with hidden hinges for easy opening and closing (except for B230P).
- Available in metallic finish or durable rotocast plastic.
- Ice scoop included.



Certification



B322S, B330P, B530P/S, B842S, B948S - Storage Bins



Storage Capacity

B322S	B330P	B530P/S	B842S	B948S
AHRI Capacity	AHRI Capacity	AHRI Capacity	AHRI Capacity	AHRI Capacity
290/132 lb/kg	270/123 lb/kg	420/191 lb/kg	610/277 lb/kg	700/319 lb/kg

AHRI capacity is based on 80% of total volume in cubic feet x 30 lb/ft³



Polyurethane Insulation

Foam insulation is forced between the wall and liner under heat and pressure to form a perfect wall to wall bond, preserving ice supply for long periods.



Bin Interior

The polyethylene bin interior is sanitary and easy to clean. Resists scratches and scuffs from ice scoops.

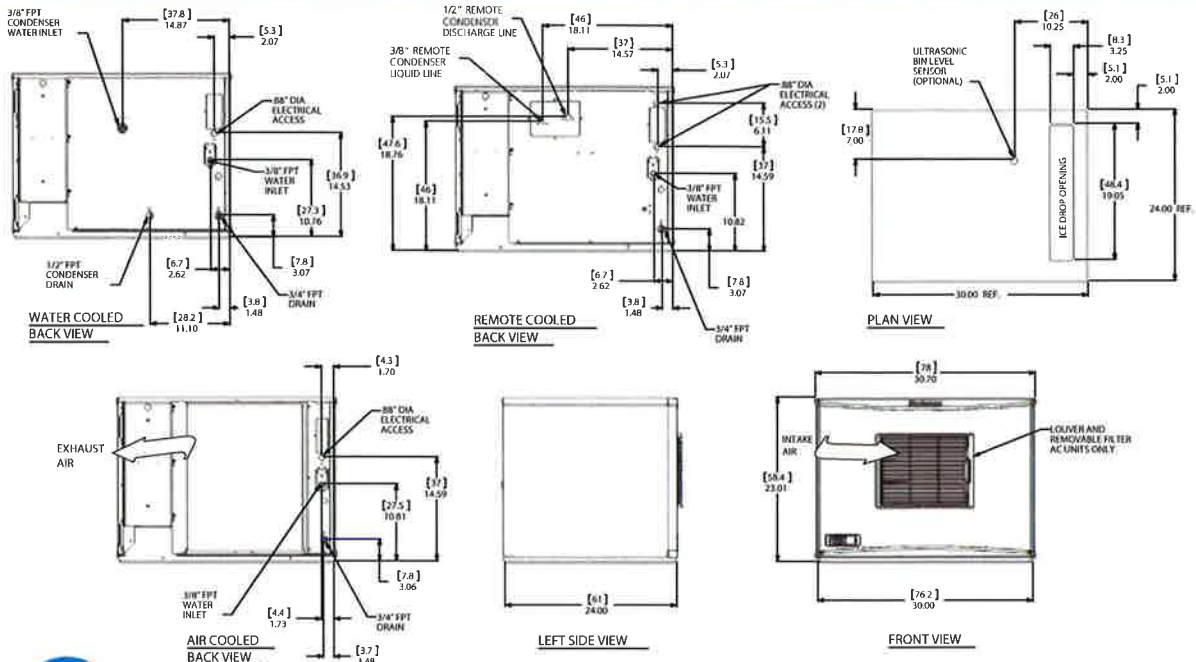


Warranty

- 3 years parts and labor on all components.
- Warranty valid in North, South & Central America for commercial installations.
- Contact factory for warranty in other regions.

C0530 - 500lb Cube Ice Machine

Prodigy Plus[®] Modular Cube Ice Machine



C0530 - 500lb Cube Ice Machine



Specifications

Model Number	Condenser Unit	Basic Electrical Volts/Hz/Phase	Max. Fuse Size or HACR Circuit Breaker (amps)	Circuit Wires	Min. Circuit Ampacity	Energy Consumption kWh/100 lb (45.4 kg) 90°F(32°C)/70°F(21°C)	Water Usage Gallons/100 lb (liters/45.4 kg)		Energy Star [®]
							Potable 90°F(32°C)/70°F(21°C)	Condenser 190°F(88°C)	
C0530MA-1	Air	115/60/1	20	2	15.2	5.8	18.0/68.1	-	✓
C0530MR-1	Remote	115/60/1	20	2	16.2	6.5	18.0/68.1	-	✓
C0530MW-1	Water	115/60/1	15	2	13.5	5.0	18.0/68.1	160.0/606.7	✓
C0530MA-32	Air	208-230/60/1	15	2	7.9	5.8	18.0/68.1	-	✓
C0530SA-1	Air	115/60/1	20	2	15.2	5.8	18.0/68.1	-	✓
C0530SR-1	Remote	115/60/1	20	2	16.2	6.5	18.0/68.1	-	✓
C0530SW-1	Water	115/60/1	15	2	13.5	5.0	18.0/68.1	160.0/606.7	✓
C0530SA-32	Air	208-230/60/1	15	2	7.9	5.8	18.0/68.1	-	✓



All Models

Dimensions (W x D x H):
 Unit: 30" x 24" x 23"
 (76.2 x 61.0 x 58.4 cm)
 Shipping Carton: 33.5" x 27.5" x 28"
 (85.1 x 69.9 x 71.1 cm)

Shipping Weight: 175 lb / 80 kg
 BTUs per hour: 7,900

Refrigerant: R-404A



Accessories

Model Number	Description
KVS	Vari-Smart [™] Ice Level Control - Program ice bin levels to match ice needs.
KSBU	Smart-Board [™] Advanced Control - Use additional operational data for fast diagnosis.
KSBU-N	Smart-Board [™] Advanced Control with Network - Network capable.
ERC111-1	Remote condenser for C0530xR, 115/60/1- Consult remote condenser spec sheet for details
RTE10	Line set, precharged, R-404A, 10ft.
RTE25	Line set, precharged, R-404A, 25ft.
RTE40	Line set, precharged, R-404A, 40ft.
RTE75	Line set, precharged, R-404A, 75ft.
KPAS	Prodigy Advanced Sustainability Kit - Includes KVS and KSBU - N
KPPSA323	Prodigy Plus [®] Side Air Flow Kit for C0330, C0530 and C0630

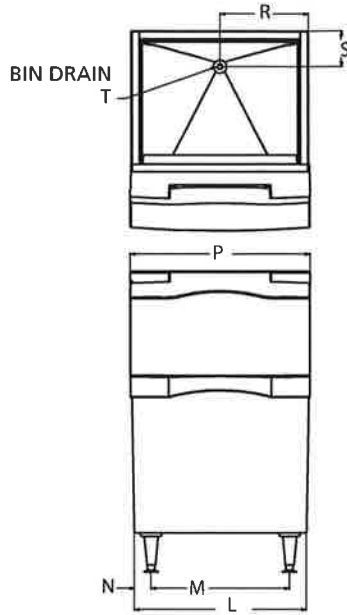
Scotsman recommends all ice machines have water filtration. See Scotsman water filter specification sheet for details.



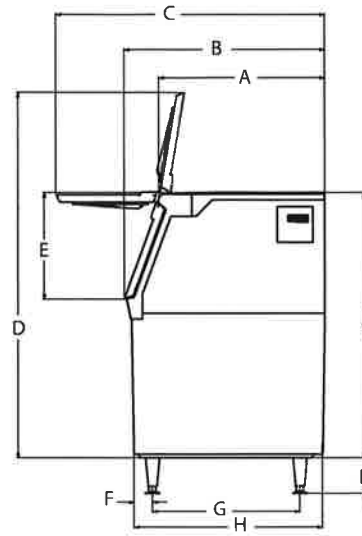
Operating Requirements

	Minimum	Maximum
Air Temperatures	50°F (10°C)	100°F (38°C)
Water Temperatures	40°F (4.4°C)	100°F (38°C)
Remote Cond. Temps	-20°F (-29°C)	120°F (49°C)
Water Pressures	20 PSIG (1.4 bar)	80 PSIG (5.5 bar)
Electrical Voltage	-5%	+10%

Specifications and design are subject to change without notice



Installation Note: Allow 6" space at back for utility connections.



B322S, B330P, B530P/S, B842S, B948S - Storage Bins



Dimensions

Model #	A	B	C	D	E	F	G	H	J	K	L	M	N	P	R	S	T
B322S	28.23	34	45.5	61.24	18	3.88	25	32.75	44	6	22	15.5	3.25	22.5	11	6	.75 NPT
B330P	28.15	34	45.5	47.24	18	3.33	25	32.42	31	6	30	23.5	3.08	30.5	15	6	.75 NPT
B530P/S	28.15	34	45.5	61.24	18	3.09	25	31.93	44	6	30	23.5	2.83	30.5	15	6	.75 NPT
B842S	28.07	34	45.5	61.87	18	3.88	25	32.75	44	6	42	35.5	3.25	42.5	21	6	.75 NPT
B948S	28.05	34	45.5	61.24	18	3.88	25	32.75	44	6	48	41.5	3.25	48.5	24	6	.75 NPT



Overall Dimensions

Model #	Carton (W x D x H)*
B322S	22" x 34" x 44"
B330P	30" x 34" x 31"
B530P	30" x 34" x 44"
B530S	30" x 34" x 44"
B842S	42" x 34" x 44"
B948S	48" x 34" x 44"

* Add 6" Height for bin legs.



Accessories*

Model Number	Description
KBC1	Kit, bit casters for B530S, B842S, B948S and SB380.** Not for use with B322S or SB480 when using extensions.
KBC1P	Kit, bin casters for B330P and B530P.**
KLP7	Kit, legs, 6", flanged feet, for B bins, HD dispensers, AFE, CU1/2/3 and NSE.
KLP8S	Kit, legs, 6", stainless steel, for B bins, HD dispensers, AFE, CU1/2/3 and NSE.
BGS10	Bagger, hooks on any bin.
KBAG	Kit, bags, 1000, for BGS10.
KSEALER	Kit, tape sealer, for BGS10.
KTAPE	Kit, tape, 180 ft. roll, for BGS10.
KHOLDER	Kit, scoop holder, stainless steel.

**3.5" Diameter, 2 locking, raises bin 4.5".



Shipping Information

Model #	Carton (W x D x H)	Weight (lb/kg)
B322S	24" x 36" x 47"	104/47
B330P	32" x 36" x 33"	90/41
B530P	32" x 36" x 47"	110/50
B530S	32" x 36" x 47"	132/60
B842S	44" x 36" x 47"	174/79
B948S	50" x 36" x 47"	196/89

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323

Change Order #: 45

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown							GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	Buyout Savings	General Conditions	Construction Phase Fee		
Contract				\$ 6,509,639.00	\$ 285,095.00	\$ 285,095.00	\$ 203,500.00	\$ 175,000.00	\$ 502,053.00	\$ 209,258.00	\$ 7,994,640.00	\$ 7,994,640.00
1	5/30/2017		22	\$ 1,200.00	\$ -	\$ -	\$ (1,200.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
2	7/11/2017		16	\$ 106,356.00	\$ (106,356.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
3	5/30/2017		0	\$ 8,330.00	\$ (8,330.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
4	5/30/2017		0	\$ 225.00	\$ -	\$ -	\$ (225.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
5	5/30/2017		0	\$ 22,460.00	\$ (22,460.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
6	5/30/2017		0	\$ 8,807.11	\$ -	\$ -	\$ (8,807.11)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
7	10/24/2017		0	\$ 95,783.00	\$ -	\$ -	\$ (95,783.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
8	10/24/2017		0	\$ 23,156.00	\$ -	\$ -	\$ (23,156.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
9	1/30/2018	Architect	0	\$ 31,780.23	\$ -	\$ -	\$ (31,780.23)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
10	PENDING REVIEW											\$ 7,994,640.00
11	1/9/2018	Architect	0	\$ 2,582.21	\$ -	\$ -	\$ (2,582.21)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
12	5/30/2017		0	\$ (10,441.00)	\$ 10,441.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
13	5/30/2017		0	\$ (12,751.00)	\$ 12,751.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
14	10/24/2017		0	\$ 37,736.00	\$ (37,736.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
15	7/11/2017		0	\$ 4,743.00	\$ -	\$ -	\$ (4,743.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
16	7/11/2017		0	\$ 31,331.65	\$ (31,331.65)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
17	7/11/2017		0	\$ (1,856.86)	\$ 1,856.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
18	7/11/2017		0	\$ (5,083.00)	\$ 5,083.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
19	7/11/2017		0	\$ 665.00	\$ (665.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
20	7/11/2017		0	\$ (8,023.00)	\$ 8,023.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
21	7/11/2017		0	\$ 6,139.00	\$ (6,139.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
22	7/11/2017		0	\$ 12,050.00	\$ (12,050.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
23	PENDING REVIEW											\$ 7,994,640.00
24	PENDING REVIEW											\$ 7,994,640.00
25	10/24/2017		0	\$ 9,244.00	\$ (9,244.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
26	PENDING REVIEW											\$ 7,994,640.00
27	10/24/2017			\$ 13,203.08	\$ (13,203.08)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
28	10/24/2017		5	\$ (16,602.00)	\$ 16,602.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
29	10/24/2017		0	\$ (22,116.00)	\$ 22,116.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
30	10/24/2017		5	\$ 2,009.15	\$ (2,009.15)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
31	12/12/2017	Architect	0	\$ 4,336.00	\$ (4,336.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
32	10/24/2017		3	\$ 2,825.00	\$ (2,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
33	12/12/2017		3	\$ 6,569.00	\$ (6,569.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
34	12/12/2017	Architect	0	\$ (3,993.00)	\$ 3,993.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
35	3/6/2018	Owner	0	\$ 104,195.00	\$ -	\$ (104,195.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
36	12/12/2017	Owner	7	\$ 8,620.10	\$ (8,620.10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
37	12/12/2017	Architect	0	\$ 579.60	\$ (579.60)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
38	1/9/2018	Architect	0	\$ 12,383.00	\$ (12,383.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
39	1/9/2018	Architect	0	\$ 4,872.28	\$ -	\$ -	\$ (4,872.28)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
40	1/9/2018	Architect	0	\$ 8,560.00	\$ (8,560.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
41	2/20/2018	Architect	0	\$ 494.00	\$ (494.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
42	3/20/2018	Owner	90	\$ 48,287.03	\$ (48,287.03)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
43	3/6/2018	Owner	30	\$ 5,165.00	\$ (5,165.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
44	PENDING REVIEW											\$ 7,994,640.00
45		Owner	20	\$ 7,743.09	\$ -	\$ (7,743.09)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
			201	\$ 7,061,202.67	\$ 18,618.25	\$ 173,156.91	\$ 30,351.17	\$ 175,000.00	\$ 502,053.00	\$ 209,258.00	\$ 7,994,640.00	\$ 7,994,640.00
REMAINING BUDGET											\$ 619,252.66	

Commissioners Court - Regular Session

10.

Meeting Date: 04/03/2018

2018 Public Safety Telecommunicator Week Resolution

Submitted For: Scott Parker

Submitted By: Scott Parker, Emergency Communications

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Resolution declaring the week April 8th-14th, 2018, as "Public Safety Telecommunicator Week" for Williamson County.

Background

National Public Safety Telecommunicator Week recognizes the hard work, commitment, and performance of the 9-1-1 Operators and Radio Dispatchers. This includes the Emergency Communications employees of Williamson County and the other 9-1-1 Dispatch Centers in and around Williamson County.

Fiscal Impact

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

Attachments

[Wilco Resolution for 2018 Public Safety Telecommunicator Week](#)
[Governor's Proclamation for PSTW](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Scott Parker
Final Approval Date: 03/22/2018

Reviewed By

Wendy Coco

Date

03/22/2018 08:23 AM
Started On: 03/20/2018 08:21 AM

State of Texas
County of Williamson
Know all men by these presents:

That on the 3rd day of April, 2018, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

**A RESOLUTION RECOGNIZING
PUBLIC SAFETY TELECOMMUNICATOR WEEK
IN WILLIAMSON COUNTY**

WHEREAS: Williamson County serves as the County Government for the people of Williamson County and the Communities of Bartlett, Cedar Park, Coupland, Florence, Georgetown, Granger, Hutto, Jarrell, Jonah, Leander, Liberty Hill, Round Rock, Taylor, Thrall, and Weir; and,

WHEREAS: Williamson County is committed to providing the highest quality emergency communications system and services to the citizens of the region; and,

WHEREAS: Williamson County recognizes the professional and unending services of the telecommunicators who answer 9-1-1 calls on a daily basis; and,

WHEREAS: The 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and,

WHEREAS: The 9-1-1 telecommunicators are the true backbone of the 9-1-1 system; and,

WHEREAS: The Governor of the State of Texas has historically acknowledged the second full week of April as Public Safety Telecommunicator Week.

NOW THEREFORE BE IT RESOLVED: That, on behalf of the more than 100 Telecommunicators in Williamson County employed by Cedar Park, Georgetown, Leander, Round Rock, Taylor, and Williamson County, the Commissioners Court of Williamson County do hereby declare the Week of April 8th-14th, 2018:

"PUBLIC SAFETY TELECOMMUNICATOR WEEK"

RESOLVED THIS 3rd DAY OF APRIL 2018.

Dan A. Gattis, County Judge



**STATE OF TEXAS
OFFICE OF THE GOVERNOR**

The men and women serving as public safety telecommunicators — 9-1-1 operators, dispatchers and other communications specialists — are dedicated to saving lives. These professionals, the “unseen first responders,” provide critical assistance to Texans in times of great need, and their specialized skills and calm presence are invaluable to the Lone Star State.

The Commission on State Emergency Communications works with local and state governments to ensure reliable access to emergency telecommunications services. To highlight the invaluable role of public safety telecommunicators, the commission annually designates a week in April for an awareness campaign.

At this time, I encourage all Texans to extend their appreciation to public safety telecommunicators. Their diligent efforts ensure that help is on the way when we need it most.


Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim April 8–14, 2018, to be

Public Safety Telecommunicators Week



in Texas, and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 8th day of March, 2018.


Governor of Texas

Commissioners Court - Regular Session

11.

Meeting Date: 04/03/2018

Proclamation - Crime Victims' Rights Week

Submitted For: D. Hobbs

Submitted By: Peggy Vasquez, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a Proclamation declaring April 8 -14, 2018 Crime Victims' Rights Week in Williamson County Texas.

Background

National Crime Victims' Rights Week is being celebrated throughout the country April 8 - 14, 2018. This year's theme - EXPAND THE CIRCLE: REACH ALL VICTIMS - emphasizes the importance of inclusion in victim services. This year's theme addresses how the crime victims field can better ensure that every crime victim has access to services and support; and how professionals, organizations, and communities can work in tandem to reach all victims.

Williamson County's 2018 Crime Victims' Rights Week ceremony will be held on April 11, 2018 at 10:00 a.m. in the Historic 26th District Courtroom. Awards will be presented to 11 nominees who are being recognized for having provided outstanding service to victims of crime in calendar year 2017 in Williamson County, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation - Crime Victims' Rights Week

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Peggy Vasquez

Final Approval Date: 03/19/2018

Reviewed By

Wendy Coco

Date

03/19/2018 08:59 AM

Started On: 03/16/2018 04:29 PM

PROCLAMATION

- WHEREAS,** Americans are the victims of violent crime with more than 20 million crimes each year, affecting individuals, and communities; and
- WHEREAS,** In 2017, 1,408 residents of Williamson County experienced the trauma, pain, humiliation and personal and financial losses of being a victim of violent crime; and
- WHEREAS,** Providing victims with knowledge of their rights and available services further strengthens their ability to recover by restoring a sense of self-empowerment; and
- WHEREAS,** A trauma-informed response to victims promotes healing and fosters strength in survivors; and
- WHEREAS,** Unaddressed trauma from victimization weakens the resilience of victims and their communities, impeding their ability to rebuild their lives; and
- WHEREAS,** Victims who feel understood and supported are more likely to disclose their victimization, seek services, and participate in the justice process; and
- WHEREAS,** This year's theme—**Expand the Circle: Reach All Victims**—emphasizes the importance of inclusion in victim services. This year's theme addresses how the crime victims field can better ensure that every crime victim has access to services and support; and how professionals, organizations, and communities can work in tandem to reach all victims; and
- WHEREAS,** A multidisciplinary response, involving collaboration among victim service professionals, criminal justice officials, legal professionals, medical and mental health providers, community leaders and citizens within the community is essential to reach and serve all victims—especially those who are marginalized, have disabilities, or live in remote locations; and
- WHEREAS,** We must all do our part to strengthening a multidisciplinary response—bringing diverse skills, perspectives, and understandings together in the service of victims—which also serves to build the resilience of those responders, by strengthening the confidence in their roles, abilities, and sense of contribution; and
- WHEREAS,** National Crime Victims' Rights Week, April 8-14, 2018, provides an opportunity to recommit to ensuring that all victims of crime—especially those who are challenging to reach or serve—are afforded their rights and receive a trauma-informed response; and
- WHEREAS,** Williamson County is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors;

NOW, THEREFORE, I, DAN A. GATTIS, as County Judge of Williamson County, Texas, do hereby proclaim the week of April 8-14, 2018, as

Crime Victims' Rights Week

And reaffirm this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

DAN A. GATTIS, COUNTY JUDGE

DATE

Commissioners Court - Regular Session

12.

Meeting Date: 04/03/2018

Resolution for National work Zone Awareness Week

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution declaring April 9 to 13, 2018, as National Work Zone Awareness Week to bring nation attention to motorist and worker safety and mobility issues in work zone.

Background

National Work Zone Awareness Week is sponsored by the Federal Highway Administration, American Association of State Highway and Transportation Officials and the American Traffic Safety Services Association to encourage drivers to slow down, stay alert and observe traffic signs when approaching work zones.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution on Work Zone Awareness Week

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Connie Odom
Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 04:45 PM
Started On: 03/27/2018 02:51 PM

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 3rd day of April 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Larry Madsen, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, Each year in the spring, National Work Zone Awareness Week (NWZAW) is held to bring national attention to motorist and worker safety and mobility issues in work zones; and

WHEREAS, Since 1999, the Federal Highway Administration (FHWA) has worked with the American Association of State Highway and Transportation Officials (AASHTO) and the American Traffic Safety Services Association (ATSSA) to coordinate and sponsor the event. Over the years, other transportation partners have joined the effort to support NWZAW; and

WHEREAS, National Work Zone Awareness Week 2018 is scheduled for April 9-13, 2018. This year's theme is *Work Zone Safety: Everybody's Responsibility*; and

WHEREAS, Williamson County is responsible for maintaining approximately 1,400 miles of county roads.

NOW, THEREFORE, BE IT RESOLVED THAT I, County Judge Dan A. Gattis, do hereby proclaim April 9-13, 2018, as Work Zone Awareness Week in Williamson County and encourage drivers to slow down, stay alert and observe traffic signs when approaching work zones.

RESOLVED THIS 3rd DAY OF APRIL, 2018

Attest: _____
Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session

13.

Meeting Date: 04/03/2018

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

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: 03/19/2018

Reviewed By

Wendy Coco

Date

03/19/2018 08:59 AM

Started On: 03/16/2018 02:29 PM

Commissioners Court - Regular Session

14.

Meeting Date: 04/03/2018

Discuss consider and take appropriate action on a revised TxDOT Advance Funding Agreement for the CR 456 truss bridge

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a revised TxDOT Advance Funding Agreement for Bridge Replacement or Rehabilitation for the CR 456 truss bridge in Coupland.

Background

The Commissioners Court previously approved the Advance Funding Agreement at its November 21, 2017 session. Texas Department of Transportation is now requiring a revised Advance Funding Agreement to be approved and executed due to minor revisions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Revised CR 456 AFA

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Murphy
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:49 AM
Started On: 03/28/2018 09:08 AM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the County of Williamson, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 456, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115005, dated August, 2017; and

WHEREAS, the State has requested that the Local Government grant the State access to its right-of-way to rehabilitate the bridge located at CR 456 at Brushy Creek, at no cost to the Local Government; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation

shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. The Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be

deposited by the State and managed by the State. The funds may only be applied to the State Project.

- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (___%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items

required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: _____

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The 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.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State'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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall

take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government 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 DOT-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.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

28. 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 (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
 - 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.

29. Successors and Assigns

The State and the Local Government 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 such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. 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 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ 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 Local Government 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 project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

CSJ # 0914-05-181
District #14 - Austin
Code Chart 64 #50246
Project: CR 456 @ Brushy Creek
NBI Structure #14-246-0-AA04-10-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0914-05-181
District #14 - Austin
Code Chart 64 #50246
Project: CR 456 @ Brushy Creek
NBI Structure #14-246-0-AA04-10-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date

CSJ # 0914-05-181
District #14 - Austin
Code Chart 64 #50246
Project: CR 456 @ Brushy Creek
NBI Structure #14-246-0-AA04-10-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

STATE OF TEXAS * *THE COMMISSIONERS COURT
OF*

COUNTY OF WILLIAMSON * *WILLIAMSON COUNTY, TEXAS*

KNOW ALL MEN BY THESE PRESENT that on this, the 27th day of February, 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, it has been determined by the State of Texas Department of Transportation that the certain bridge located in a segment of CR 456 at Brushy Creek located within the County of Williamson and being known as NBI Structure #14-246-0-AA04-10-001 does not meet the minimum standards for such bridgework and that under such conditions that the bridge must be improved to meet required Department and Federal standards; and

WHEREAS, the federal off-system bridge program is administered by the State to replace or rehabilitate structurally deficient bridges located on public roads off the designated state highway system; and

WHEREAS, the project to remedy the said bridge is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115005, dated August 2017; and

WHEREAS, the estimated local match fund participation requirement on this structure has already been met, and no additional funding for said improvements is required of Williamson County, and

WHEREAS, an Advance Funding Agreement with TxDOT for Bridge Replacement or Rehabilitation Off the State System which would benefit the citizens of Williamson County.

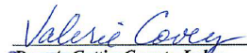
THEREFORE, BE IT RESOLVED that the Local Government approves the Title 23 United States Code Section 144 authorizing federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 27 day of Feb, 2018.

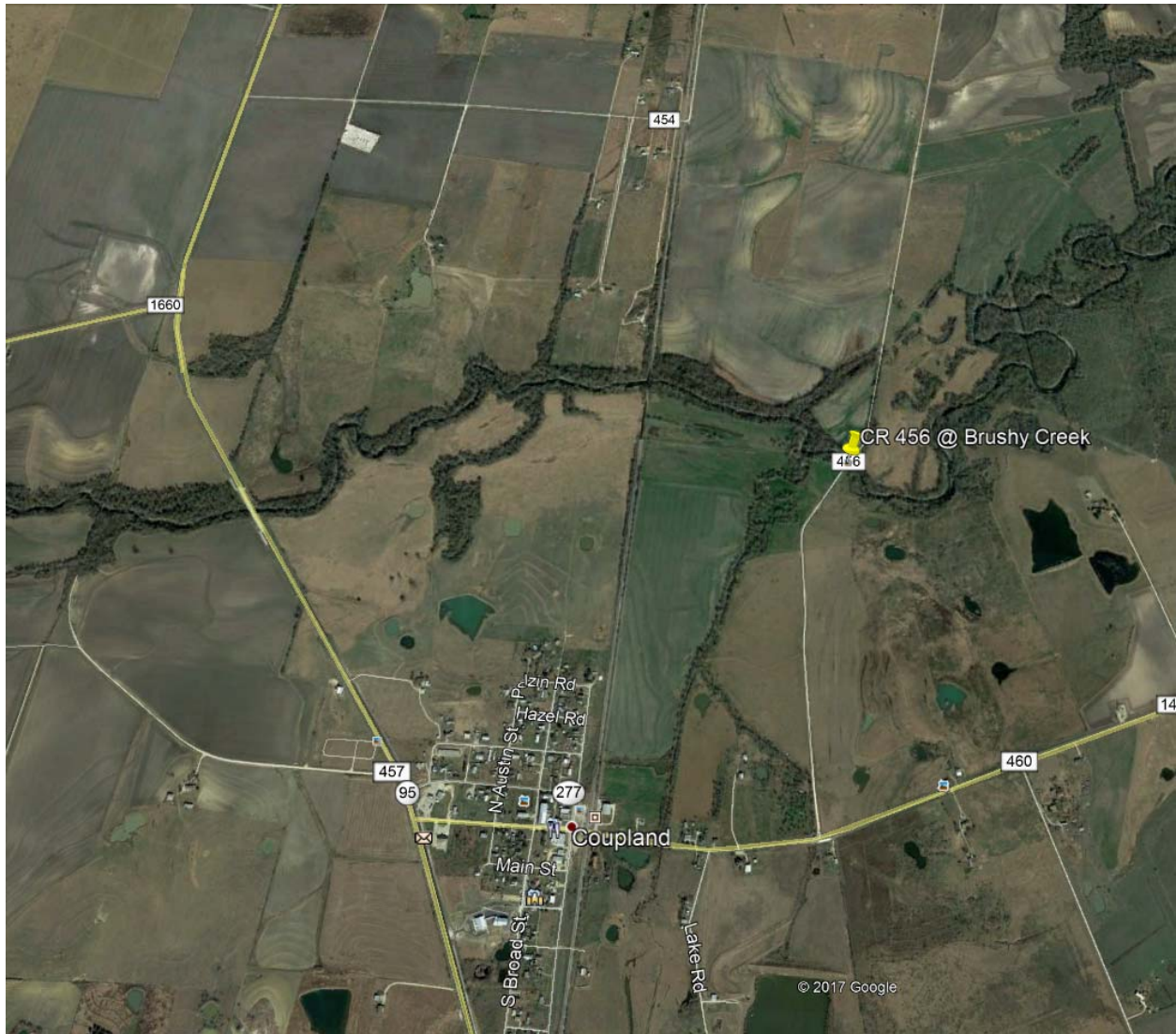
Attest:


Nancy E. Rister, County Clerk


~~Dan A. Gattis, County Judge~~
Valerie Covey, County Commissioner Ret3
Williamson County Presiding Officer

CSJ # 0914-05-181
District #14 - Austin
Code Chart 64 #50246
Project: CR 456 @ Brushy Creek
NBI Structure #14-246-0-AA04-10-001
Federal Highway Administration
CFDA Title: Highway and Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



CSJ # 0914-05-181
 District #14 - Austin
 Code Chart 64 #50246
 Project: CR 456 @ Brushy Creek
 NBI Structure #14-246-0-AA04-10-001
 Federal Highway Administration
 CFDA Title: Highway and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
NOT Applicable				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

**ATTACHMENT D
 ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$170,200</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$0</u>
Construction	<u>\$740,000</u>	
Engineering and Contingency (E&C)	<u>\$107,300</u>	
The Sum of Construction and E&C	<u>(2) \$847,300</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$0</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$0</u>
Total Project Direct Cost	<u>(1+2) \$1,017,500</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
 on Attachment C. \$0

Commissioners Court - Regular Session

15.

Meeting Date: 04/03/2018

Discuss consider and take appropriate action on approving a variance request to the WCSR from Sonwest Co for Sonterra West Section 8N - Pct 3

Submitted For: Terron Evertson

Submitted By: Doug Woodall, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra West, Section 8N - Pct 3

Background

The developer of the Sonterra West subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

8N Variance

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Doug Woodall
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 08:50 AM
Started On: 03/27/2018 03:10 PM

March 13th, 2018

From:

Andrew Bilger
Vice President
Sonwest, Co.
512-738-1411

To:

J. Terron Evertson, PE, CFM, DR
County Engineer
Williamson County, TX
tevertson@wilco.org
(512) 943-3330

Terron,

As previously discussed, Sonwest Co., a land development company currently developing Sonterra Section 8, Phase N, a condominium development in Jarrell, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated March 7th, 2018, now attached as Exhibit A, for Sonterra Section 8, Phase N, including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from the Sections of the Williamson County Subdivision Regulations:

- Variance to Section 9.1
- Variance to Section 2.3
- Variance to Section 9.9
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to ATCM, Table 1-7
- Variance to Section B3.6.4
- Variance to Section B3.8.4
- Variance to Section B4 thru B6
- Variance to Section B8 thru B9
- Variance to Section B11.2.4
- Variance to Section B8.1
- Variance to Section F2.2

Sonwest Co. hereby acknowledges Williamson County position that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the Sonterra Section 8, Phase N condominium development in Jarrell and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Sonwest Co. in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;
2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements within the Sonterra Section 8, Phase N and that such obligations shall rest solely on Sonwest Co., its successor, other governmental entity and/or the development's property/unit owners association but, in on event, on Williamson County; and
3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Sonwest Co. requests to be on the April 2nd, 2018 Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,
Andrew Bilger
Sonwest Co.
512-738-1411

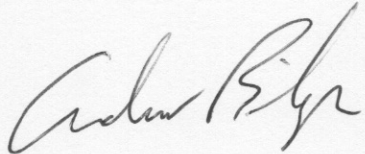


EXHIBIT A

From: Doug Woodall [<mailto:doug.woodall@wilco.org>]
Sent: Wednesday, March 07, 2018 11:03 AM
To: Jennifer Franklin @PD <JFranklin@pape-dawson.com>
Subject: FW: Sonterra West Section 8N Condos

Williamson County has completed review of the preliminary plans submission for Sonterra West Section 8N Condominiums using the 2000 Williamson County Subdivision Regulations. The following comments are offered for your consideration:

Private Roads

- WCSR Sec 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot. Please provide the maintenance schedule

General Notes

- Variance Required – The plans must include the Williamson County pavement construction notes as found in Sections B4 through B8 of the Williamson County Subdivision Regulations.

P&P Sheet / Typical Section

- Variance Required – Minimum design speed for local roadways is 25 MPH. Numerous horizontal curves & vertical curves do not meet minimums. The plans propose a 20 MPH design speed.
- Variance Required – The minimum width for urban local streets is 30 feet LOG/LOG, utilizing a 6-inch barrier curb. Proposed 26 feet face to face with a lay-down curb.
- Variance Required – Private parking areas/spaces are not allowed along public streets (re: WCSR Sec 9.1).
- Variance Required – Section 2.3 states in part, dead end streets which shall remain as dead end streets shall have a cul-de-sac with a minimum right-of-way radius of 50 feet (minimum base radius to be 44 foot) with "Dead End" or "No Outlet" street signs placed over the street name sign. Hammerhead design are not allowed.

Drainage

- Manholes shall be placed at locations where changes in pipe size occur per the ADCM

Signs/Pavement Markings

- Variance Required – Speed limit signs required to be 25 mph for local roadways (B9.3). Plans show 20 MPH

General

- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations, specific to this project.
- Plat notes typically address setback requirements, but none are shown for this development. The minimum setback per F2.2 is 25 feet from the edge of the right-of-way. Please indicate setbacks proposed for this development (from back of curb, edge of PUE or similar).

If you have any questions or need additional information, please advise.

Commissioners Court - Regular Session

16.

Meeting Date: 04/03/2018

North Campus Facility P324 - Settlement Agreement

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Settlement Agreement and Release by and between Williamson County, Texas, BLGY, Inc. and JQ + TSEN, LLC relating to the Williamson County North Campus Facility.

Background

County alleged there were various errors and/or omissions made in the various project design documents which created a need for construction modifications that were ultimately charged to the County by County's Construction Manager at Risk, JT Vaughn Construction, LLC. In settlement of county's claims, JQ + TSEN, LLC (and/or its insurer) has agreed to reimburse the county for the amounts charged by JT Vaughn Construction, LLC; to-wit \$66,688.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[NCF Settlement Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 04:45 PM

Started On: 03/27/2018 08:34 AM

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and between Williamson County, Texas ("County"), BLGY, Inc. ("BLGY"), and JQ + TSEN, LLC ("JQT"). County, BLGY, and JQT are individually each referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

A. County retained BLGY to design certain improvements to the Williamson County North Campus Facility ("Project"). JQT, as a subconsultant of BLGY, performed some aspects of the structural engineering on the Project.

B. County has paid its Construction Manager at Risk, JKT Vaughn Construction, LLC, for seven (7) change orders in the total amount of \$66,688.00 relating to alleged errors and/or omissions in various project design documents prepared by JQT.

C. The alleged errors and/or omissions in the various project design documents prepared by JQT created a need for construction modifications that were ultimately charged to the County under the said seven (7) change orders, which have been paid to date by County and that are referenced in the County's claim letter dated January 18, 2018, being attached hereto as Exhibit "A".

D. While the Parties may disagree as to entitlement or costs of some of the change orders, the Parties agree that it is in their best interests to resolve any known claims related to actual or potential structural issues and change orders.

E. County currently is not aware of structural change orders or potential structural change order requests other than as set forth in Exhibit "A".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, promises, obligations and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge by their signatures below, it is agreed that:

1. Payments

JQT (either directly or through its insurance carrier) shall pay to County the sum of \$66,688 within thirty (30) days of the complete execution of this Settlement Agreement and Release.

2. Release

Upon receipt of the payment described in section 1 above, County, on behalf of itself, its predecessors, successors, assigns, departments, agents, and related entities hereby fully and forever release, absolve and discharge BLGY, JQT, and their insurers and any entity or person affiliated with BLGY and/or JQT, from all claims, complaints, liabilities, losses, costs, expenses and damages of whatsoever character, nature and kind, which have been or could have been asserted regarding known construction modification costs that were ultimately charged to the County under the seven (7) change orders referenced in the County's claim letter dated January 18, 2018, attached hereto as Exhibit "A".

3. Release

Upon the payment described in section 1 above, BLGY and JQT shall fully and forever release and absolve each other and their respective insurers, predecessors, successors, assigns, employees, agents, and related entities from all claims, complaints, liabilities, losses, costs, expenses and damages of whatsoever character, nature and kind, which are the subject of the release in section 2, limited to the change orders set forth in Exhibit "A".

4. No Admission of Negligence

This Agreement represents a compromise of claims between the Parties. The execution of this Agreement and the performance hereunder shall not be construed as an admission of negligence.

4. Covenant not to Sue

Each Party covenants and agrees not to bring any claim, action, suit or proceeding against any other Party hereto regarding the matters released hereby, except for a breach of, or to enforce, this Agreement.

5. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the Agreement.

SIGNED AND AGREED to on this _____ day of _____, 2018

Williamson County

By: _____
Dan A. Gattis,
County Judge

SIGNED AND AGREED to on this 19th day of March, 2018


JQ + TSEN, LLC

By:  _____

Authorized Representative

SIGNED AND AGREED to on this 22nd day of March, 2018

BLGY, Inc.

By:  _____

Authorized Representative

Exhibit "A"



General Counsel
WILLIAMSON COUNTY, TEXAS

January 18, 2018

BLGY Architecture
Attn: Benny L. Hawkins, AIA
President, CEO
2204 Forbes Drive
Suite 101
Austin, Texas 78754

RE: Claim for Reimbursement Relating to the Williamson County North Campus Construction Project

Dear Mr. Hawkins,

Please be informed that Williamson County is formally requesting reimbursement for amounts paid to Williamson County's Construction Manager-at-Risk, J. T. Vaughn Construction, LLC, for structural change orders due to errors and/or omissions in various project design documents.

The following change orders make up this reimbursement request:

COP#	Description	Amount
6	Structural Steel Scope Revisions per ASI #004	\$14,465.00
12	Building h South Wind Frame Modifications per ASI #010	\$11,221.00
16	Detailing and Model Revisions From Reviewed Structural Shop Drawings	\$9,930.00
18	Field Modifications to Wall and X Bracing due to RFI 135	\$1,747.00
23	Bldg d and g roof framing modifications per ASI # 019	\$15,825.00
25	Bldg b roof framing modifications per ASI# 016	\$8,854.00
38	Operable Partition Support Extension per ASI# 029	\$4,646.00
TOTAL		\$66,688.00

710 Main Street, Suite 200, Georgetown, Texas 78626
Phone 512.943.3861 hhawes@wilco.org

As noted in the table above, Williamson County is requesting reimbursement for the total amount paid to date for the above-mentioned change orders, which is **\$66,688.00**. If you should need additional information or have any questions relating to this request, please do not hesitate to contact me.

Williamson County appreciates your desire to amicably settle this claim and looks forward to receipt of the funds as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read 'H.C. Hawes', written over a horizontal line.

**Hal C. Hawes,
General Counsel**

cc: Williamson County Judge, Dan A. Gattis

Commissioners Court - Regular Session

17.

Meeting Date: 04/03/2018

Sheriff's Office Training Center, P323 - Change Order 44

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Williamson County Sheriff's Office Training Center Project, P323, Change Order # 44 from American Constructors in the amount of \$36,108.00 for additional instructional cameras and related Audio/Video components and installation. This change order is being funded by the Owners Contingency.

Background

Change order to accept using a portion of the Owners Contingency to fund additional audio/video equipment and installation at areas that are being used for instruction, which is above the original audio/video scope allowance in the GMP. The funding for this change order is within the original GMP budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SOTC Change Order 44

SOTC CO44 Funds

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:43 AM

Started On: 03/28/2018 10:41 AM

COST ITEMIZATION

PCO NO. 44



PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: PR 028

DATE: 03/13/18

SUBJECT: PR 028 Owner Camera Additions

Funding Source Owner Contingency

Extended Calendar Days Requested: 60 days from Approval

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	Work Description	FIRM	ESTIMATED	TOTAL
ACI	Pr 028 Camera Changes Overhead	\$8,262.00		\$8,262.00
Ace Audio	Pr 028 Camera Changes	\$27,846.00		\$27,846.00

*** Quote backup for sub pricing is attached***

Total **\$36,108.00**

Note:
 The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

David A. Achterberg
Digitally signed by David A. Achterberg
 DN: cn=DA
 e=dachterberg@baw-architects.com,
 o=Brinkley Sargent Wiginton Architects,
 cn=David A. Achterberg,
 location=Austin, TX
 Contact info: dachterberg@baw-architects.com
 Date: 2018.03.23 12:00:01 -0500

Brinkley Sargent Wiginton Architects Date Williamson County Date

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ARCHITECT CONSULTANT CONTRACTOR FIELD OTHER

PROJECT: Williamson County Sheriff's Office Training Center
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: 28

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 3/1/2018

CONTRACT FOR: General Construction

PROJECT NO.: 21522.00
CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents for the Owner requested additional Audio-Visual equipment. This additional equipment will extend the Audio-Visual scope in PR26 to provide recording capability in the identified rooms.

- Item No. 1. In Room 139 Milo Range:
- A. Install one (1) in-ceiling camera, and one (1) in-ceiling microphone positioned to "pick-up" training session within the room.
 - B. Provide any additional Audio Visual equipment needed to capture/record training sessions.
 - C. Active Equipment design to be provided by the AV Integrator as an "add".
 - D. Coordinate with Owner's furniture layout to position above Audio-Visual equipment.

- Item No. 2. In Room 135 Driving Simulator:
- A. Install one (1) in-ceiling camera, and one (1) in-ceiling microphone positioned to "pick-up" training session within the room.
 - B. Provide any additional Audio Visual equipment needed to capture/record training sessions.
 - C. Active Equipment design to be provided by the AV Integrator as an "add".
 - D. Coordinate with Owner's furniture layout to position above Audio-Visual equipment.

Attachments: None

END OF PROPOSAL REQUEST #28

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg March 1, 2018

ARCHITECT DATE

Dustin Wieggers

From: Doug Windle <doug@aceaudiocom.com>
Sent: Tuesday, February 27, 2018 4:14 PM
To: Dustin Wieggers
Subject: WCSOTC AV System - Add 2 additional cameras and recording

Per our conversation this morning, here is the pricing.

Turnkey pricing to add (1) camera each to driving simulator and hostile shooter simulator
- \$27,846.00

Scope of work to include the following:

- (2) Vaddio Pan/Tilt/Zoom Cameras
 - o (1) Camera for Driving Simulator
 - o (1) Camera for Hostile Shooter Simulator
- (2) Ceiling Microphones – (1) each for Driving Simulator and Hostile Shooter Simulator
- (2) 5" Touchpanels for control of video recorder – (1) each for Driving Simulator and Hostile Shooter Simulator
- (1) Dual Channel HDMI Video Recorder
 - o I expanded the video recording network attached storage to 6TB Raid drives to handle the additional archive space

Please pass along the following info to the WCSO Technology Department

- With the above items added to the system, the AV system will have 58 total nodes connected to the network switches provided by WCSO Technology Department
 - o 16 of these nodes will need PoE+

Thanks,

Doug Windle
Audio Visual Manager
ACE Audio Communications Inc.
P.O. Box 609
Hutto, TX 78634

(512) 218-4043 Office
(512) 535-4673 Fax
(512) 694-2048 Cell



Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323

Change Order #: 44

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown							GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	Buyout Savings	General Conditions	Construction Phase Fee		
Contract				\$ 6,509,639.00	\$ 285,095.00	\$ 285,095.00	\$ 203,500.00	\$ 175,000.00	\$ 502,053.00	\$ 209,258.00	\$ 7,994,640.00	\$ 7,994,640.00
1	5/30/2017		22	\$ 1,200.00	\$ -	\$ -	\$ (1,200.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
2	7/11/2017		16	\$ 106,356.00	\$ (106,356.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
3	5/30/2017		0	\$ 8,330.00	\$ (8,330.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
4	5/30/2017		0	\$ 225.00	\$ -	\$ -	\$ (225.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
5	5/30/2017		0	\$ 22,460.00	\$ (22,460.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
6	5/30/2017		0	\$ 8,807.11	\$ -	\$ -	\$ (8,807.11)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
7	10/24/2017		0	\$ 95,783.00	\$ -	\$ -	\$ (95,783.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
8	10/24/2017		0	\$ 23,156.00	\$ -	\$ -	\$ (23,156.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
9	1/30/2018	Architect	0	\$ 31,780.23	\$ -	\$ -	\$ (31,780.23)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
10	PENDING REVIEW											\$ 7,994,640.00
11	1/9/2018	Architect	0	\$ 2,582.21	\$ -	\$ -	\$ (2,582.21)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
12	5/30/2017		0	\$ (10,441.00)	\$ 10,441.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
13	5/30/2017		0	\$ (12,751.00)	\$ 12,751.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
14	10/24/2017		0	\$ 37,736.00	\$ (37,736.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
15	7/11/2017		0	\$ 4,743.00	\$ -	\$ -	\$ (4,743.00)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
16	7/11/2017		0	\$ 31,331.65	\$ (31,331.65)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
17	7/11/2017		0	\$ (1,856.86)	\$ 1,856.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
18	7/11/2017		0	\$ (5,083.00)	\$ 5,083.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
19	7/11/2017		0	\$ 665.00	\$ (665.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
20	7/11/2017		0	\$ (8,023.00)	\$ 8,023.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
21	7/11/2017		0	\$ 6,139.00	\$ (6,139.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
22	7/11/2017		0	\$ 12,050.00	\$ (12,050.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
23	PENDING REVIEW											\$ 7,994,640.00
24	PENDING REVIEW											\$ 7,994,640.00
25	10/24/2017		0	\$ 9,244.00	\$ (9,244.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
26	PENDING REVIEW											\$ 7,994,640.00
27	10/24/2017			\$ 13,203.08	\$ (13,203.08)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
28	10/24/2017		5	\$ (16,602.00)	\$ 16,602.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
29	10/24/2017		0	\$ (22,116.00)	\$ 22,116.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
30	10/24/2017		5	\$ 2,009.15	\$ (2,009.15)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
31	12/12/2017	Architect	0	\$ 4,336.00	\$ (4,336.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
32	10/24/2017		3	\$ 2,825.00	\$ (2,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
33	12/12/2017		3	\$ 6,569.00	\$ (6,569.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
34	12/12/2017	Architect	0	\$ (3,993.00)	\$ 3,993.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
35	3/6/2018	Owner	0	\$ 104,195.00	\$ -	\$ (104,195.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
36	12/12/2017	Owner	7	\$ 8,620.10	\$ (8,620.10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
37	12/12/2017	Architect	0	\$ 579.60	\$ (579.60)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
38	1/9/2018	Architect	0	\$ 12,383.00	\$ (12,383.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
39	1/9/2018	Architect	0	\$ 4,872.28	\$ -	\$ -	\$ (4,872.28)	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
40	1/9/2018	Architect	0	\$ 8,560.00	\$ (8,560.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
41	2/20/2018	Architect	0	\$ 494.00	\$ (494.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
42	3/20/2018	Owner	90	\$ 48,287.03	\$ (48,287.03)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
43	3/6/2018	Owner	30	\$ 5,165.00	\$ (5,165.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
44		Owner	60	\$ 36,108.00	\$ -	\$ (36,108.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
45		Owner	20	\$ 7,743.09	\$ -	\$ (7,743.09)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,994,640.00
			261	\$ 7,097,310.67	\$ 18,618.25	\$ 137,048.91	\$ 30,351.17	\$ 175,000.00	\$ 502,053.00	\$ 209,258.00	\$ 7,994,640.00	\$ 7,994,640.00
REMAINING BUDGET											\$ 547,036.66	

Commissioners Court - Regular Session

18.

Meeting Date: 04/03/2018

appointment

Submitted For: Cynthia Long

Submitted By: Rebecca Clemons, County Judge

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting the resignation of Amy Ellsworth and the appointment of Frank Leffingwell to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors to fill the unexpired term beginning May 21, 2018 and ending on January 31, 2019.

Background

Amy Ellsworth has submitted her resignation from the CTRMA Board as she is moving out of Williamson County. Frank Leffingwell has the educational and professional background that makes him an outstanding fit for the board. He will be eligible to serve after his term on Round Rock City Council expires in May.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

frank

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 11:54 AM
Started On: 03/28/2018 11:44 AM

CURRICULUM VITAE **FRANK L. LEFFINGWELL**

AREAS OF EXPERTISE

Frank L. Leffingwell's law practice focuses on business and real estate transactions, estate planning, and asset protection, with particular emphasis on counseling middle market companies and high net worth individuals. Mr. Leffingwell provides tax and legal advice and representation to business entities and their owners. Mr. Leffingwell has extensive experience in the following areas:

1. Structuring start-up and growth companies, large real estate partnerships, and mergers and acquisitions, and regularly represents both entrepreneurs and investors in transactional matters.
2. All types of real estate investment and development transactions, and regularly represents promoters, developers, investors, and land owners in transactional and tax matters.
3. Estate planning matters, particularly with high net worth individuals and executives, including business succession issues and charitable gifting transactions.

EDUCATION

Mr. Leffingwell is a 1989 graduate of Southwestern University in Georgetown, Texas and a 1993 graduate of St. Mary's University School of Law in San Antonio, Texas. He is currently pursuing an Executive Master of Laws (LL.M.) in Taxation at Georgetown University Law Center in Washington D.C.

EXPERIENCE

Prior to founding Frank Leffingwell & Associates, P.C. in 2007, Mr. Leffingwell practiced at Winstead, Sechrest & Minick, P.C. in Austin, Texas and was a procurement lawyer at Dell Computer Corporation.

COMMUNITY INVOLVEMENT

Mr. Leffingwell is a native of Round Rock and strongly believes in investing in his community. He was elected to Round Rock City Council in 2015. Frank has served on several boards and commissions including the CHASCO YMCA (2008-2011, President 2009-2011), YMCA of Greater Williamson County (2008-2015, Treasurer 2009-2015), Family Eldercare (2011-2015; President 2013-2014), Round Rock Chamber of Commerce (2013-2014), Round Rock Chamber of Commerce Economic Development Advisory Committee (2010-2015), Round Rock Rotary Club (2008-Present; President 2010-2011), Seton Williamson Foundation Board of Trustees (2011-2014), the Greater Round Rock Community Foundation (2010-Present), St. David's Round Rock Medical Center (2014-2016). Frank is a past member of the City of Round Rock Planning and Zoning Commission (2012-2014; Chair 2013-2014), the Capital Improvements Advisory Committee of the City of Round Rock (2012-2014; Chair 2013-2014), and served as Chair for the 2011 City of Round Rock Charter Review Commission. He serves on the Baylor Scott & White Austin/Round Rock Region Advisory Board of Directors (2017-present). Frank is on the Executive Committee of Austin Area Research Organization (AARO) where he serves on the Transportation Committee, Water and Energy Committee, and serves as Chair of the McBee Fellowship Program. He serves on the Central Texas Clean Air Coalition, the Executive Committee of the Capital Area Council of Governments (CAPCOG) and as Chair of Capital Area Economic Development District (CAEDD). Mr. Leffingwell is board President of the Brushy Creek Regional Utility Authority (BCRUA).

CREDENTIALS

Mr. Leffingwell was admitted to the State Bar of Texas in 1993. He is also admitted to practice before the U.S. Tax Court. He is a member of the American Bar Association (Tax Section and Real Property, Trust and Estate Law Section), the State Bar of Texas (Tax Section and Real Estate, Probate and Trust Law Section), and the Williamson County Bar Association. Mr. Leffingwell has received a Preeminent "AV" rating (highest possible) from Martindale-Hubbell and he is a member of the College of the State Bar of Texas. He is a Fellow of the Texas Bar Foundation, an organization that each year invites only the top 1/3rd of 1% of all Texas attorneys to serve as Fellows.

Commissioners Court - Regular Session

19.

Meeting Date: 04/03/2018

2013 Park Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer to move \$1,096,923 to Expo RV Park (P464) from Wilco Expo Center (P418) of \$321,923 and Hike & Bike Trail Precinct 4 (P449) of \$775,000.

Background

These budget transfers are needed to make funds available for the staff recommendation of award to Champion Site Prep, Inc. The total bid amount is \$1,798,350 and owner contingency of \$180,000 brings a total need for construction in the amount of \$1,978,350.

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: Emmeline Palma

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 08:50 AM

Started On: 03/28/2018 07:29 AM

Commissioners Court - Regular Session

20.

Meeting Date: 04/03/2018

Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution for Condemnation with Joel Allspaugh and Tricia Matthews-Allspaugh for right of way needed on the Oak Haven Circle project.

Background

Fiscal Impact

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

Attachments

Allspaugh Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:16 AM

Started On: 03/28/2018 10:07 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to (1) that certain tract of land being 0.99 acre; and (2) that certain tract of land being 1.15 acres, being described in further detail by metes and bounds in Exhibits "A-B" and owned by **JOEL ALLSPAUGH and TRICIA MATTHEWS-ALLSPAUGH**, for the purpose of constructing, reconstructing, extending, maintaining, and operating Oak Haven Circle roadway facility ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, directs that the County Attorney, or his designated agent, is hereby authorized and directed on behalf of the County to attempt to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and to make official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be

paid cannot be reached, then the County Attorney or his designated agent is hereby authorized and directed to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the County's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the County to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing and directing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A-B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such

experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

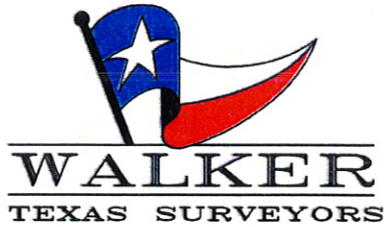
Adopted this _____ day of _____, 2018.

Dan A. Gattis
Williamson County Judge

EXHIBIT "A"

WTS Job#075035

0.99 acre



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 0.99 ACRE TRACT OF LAND, OUT OF LOT 2B, LOST RIVER RANCHES, SECTION TWO, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET I, SLIDES 235-259, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "Exacta 10193731" found in the north line of Lot 21, Cedar Hollow Crossing, a Williamson County subdivision recorded in Cabinet J, Slides 338-353, of said plat records, for the southwest corner of said Lot 2B and this tract;

THENCE: into and across said Lot 2B with the following three (3) courses:

1. 62.57 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 44°33'19" E 60.86 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. N 21°16'33" E 194.62 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. 53.64 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 01°19'04" E 52.56 feet to a 1/2 inch iron rod found for an interior ell corner in said Lot 2B, and for the southeast corner of Lot 2A of said Lost River Ranches subdivision;

THENCE: with the common east line of said Lot 2A and the west line of said Lot 2B and this tract the following two (2) courses:

1. N 18°38'25" W 415.51 feet to a 5/8 inch iron rod found in the south line of Wind Ridge Cove, a 50 foot roadway easement as shown and described on said Lost River Ranches subdivision plat,
2. N 18°38'25" W 25.00 feet to a point in the center of said roadway easement, for the northwest corner of said Lot 2B and this tract;

THENCE: N 71°17'34" E 60.00 feet with the north Line of said Lot 2B and with the center of said roadway easement to a point for the northeast corner of this tract;

THENCE: into and across said Lot 2B with the following four (4) courses:

1. S 18°38'25" E 25.00 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set on the south line of said roadway easement, from which a 1/4 inch iron rod found for the northeast corner of said Lot 2B bears N 71°17'44" E 132.59 feet,
2. S 18°38'25" E 415.58 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

3. 95.44 feet with a curve to the right, having a radius of 137.00 feet and a chord that bears S 01°19'04" W 93.52 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
4. S 21°16'33" W 172.43 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 2B, same being the north line of said Lot 21, for the southeast corner of this tract, from which a 1/4 inch iron rod found for an angle point in the south line of said Lot 2B bears N 68°22'45" E 69.20 feet;

THENCE: S 68°22'45" W 114.74 feet with the common south line of said Lot 2B and the north line of said Lot 21 to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

Charles G. Walker
R.P.L.S. Number 5283

October 27, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
0.99 acre out of Lot 2B, Lost River
Ranches, Section Two, a Williamson
County subdivision recorded in Cabinet I,
Slides 235-259. Plat Reords of Williamson
County, Texas**

Bearings cited hereon
based on Grid North
Texas State Plane
Coordinate System
Central Zone (NAD83)

100 0 100 200

Scale: 1" = 100'



- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found corner
- ▲ corner

(XXXXX) Record data per Cabinet I, Slides 235-259 P.R.W.C.
O.P.R.W.C. Official Public Records Williamson County
P.R.W.C. Plat Records Williamson County

Lot 2A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

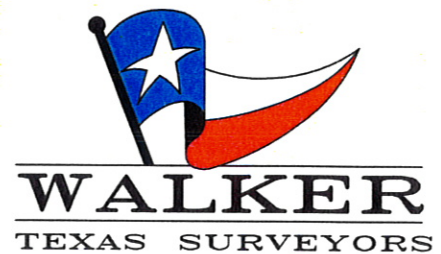
Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

Point of Beginning

yellow cap
"Exacta 10193731"

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	62.57'	77.00'	N 44°33'19" E	60.86'
C2	39°54'57"	53.64'	77.00'	N 1°19'04" E	52.56'
C3	39°54'57"	95.44'	137.00'	S 1°19'04" W	93.52'

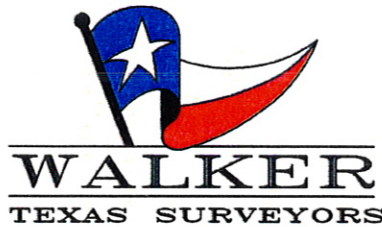


P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

EXHIBIT "B"

WTS Job#075035

1.15 Acres



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 1.15 ACRE TRACT OF LAND, OUT OF LOT 21, CEDAR HOLLOW CROSSING, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET J, SLIDES 338-353, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton gin spindle found in the east line of Lot 20A, Block A, Final Plat of a Replat of Cedar Hollow Crossing Lot 20, Block A, a Williamson County subdivision recorded as Document No. 2014085305 of the Official Public Records of Williamson County, Texas, for the southwest corner of said Lot 21, from which a cotton gin spindle found for the southeast corner of said Lot 20A bears S 18°52'10" E 55.37 feet;

THENCE: with the east line of said Lot 20A, same being the west line of said Lot 21 and this tract the following two courses:

1. N 18°45'15" W 286.89 feet to a 1/2 inch iron rod found,
2. N 02°26'38" E 334.62 feet to a 1/2 inch iron rod found for an angle point in the south line of Lot 3A, Lost River Ranches, Section Two, a Williamson County subdivision recorded in Cabinet I, Slides 235-259 of said plat records, same being the northeast corner of said Lot 20A and the northwest corner of said Lot 21 and this tract;

THENCE: with the north line of said Lot 21 and this tract the following two (2) courses:

1. N 67°50'05" E 180.44 feet with the south line of said Lot 3A to a 1/2 inch iron rod with plastic cap inscribed "Exacta 10193731" found for the southeast corner of said Lot 3A, and for the southwest corner of Lot 2B of said Lost River Ranches subdivision,
2. N 68°22'45" E 114.74 feet continuing with the south line of said Lot 2B to a 1/2 inch iron rod with cap inscribed "Walker 5283" set, from which a 1/4 inch iron rod found for an angle point in said Lot 21 bears N 68°22'45" E 69.20 feet;

THENCE: into and across said Lot 21 the following six (6) courses:

1. S 21°16'33" W 22.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. 111.33 feet with a curve to the right, having a radius of 137.00 feet, and a chord that bears S 44°33'19" W 108.29 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. S 67°50'05" W 92.51 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

4. 87.88 feet with a curve to the left, having a radius of 77.00 feet, and a chord that bears S 35°08'22" W 83.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
5. S 02°26'38" W 235.44 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
6. S 18°46'22" E 273.95 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 21 for the southeast corner of this tract;

THENCE: with the south line of said Lot 21 and this tract the following two (2) courses:

1. S 68°09'48" W 35.10 feet to a 5/8 inch iron rod found for the northeast corner of Oak Haven Circle, a 50 foot wide roadway as described on said Cedar Hollow Crossing subdivision plat,
2. S 71°37'10" W 25.04 feet with the northerly termination of said Oak Haven Circle to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

Charles G. Walker
R.P.L.S. Number 5283

October 27, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
1.15 acres out of Lot 21, Cedar Hollow
Crossing, a Williamson County
subdivision recorded in Cabinet J,
Slides 338-353. Plat Records of
Williamson County, Texas**

Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 20A, Block A
Final Plat of a Replat of
Cedar Hollow Crossing Lot
20, Block A
Document No. 2014085305
O.P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

- ★ cotton gin spindle found
- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found
- (XXXXX) Denotes record data per Cabinet J, Slides 338-353 P.R.W.C.
- O.P.R.W.C. Official Public Records Williamson County
- P.R.W.C. Plat Records Williamson County

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	111.33'	137.00'	S 44°33'19" W	108.29'
C2	65°23'28"	87.88'	77.00'	S 35°08'22" W	83.19'



Point of Beginning

Lot 22
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

Sheet 3 of 3

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Commissioners Court - Regular Session

21.

Meeting Date: 04/03/2018

Utility Easement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Utility Easement to PEC regarding the Bedwell tract on the Seward Junction SE Loop project.

Background

Fiscal Impact

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

Attachments

Bedwell Easement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:48 AM

Started On: 03/28/2018 09:28 AM

UTILITY EASEMENT

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

THAT Williamson County, Texas, hereinafter referred to as “Grantor(s)” (whether one or more), of Williamson County, Texas, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires and all necessary or desirable appurtenances (including a riser pole or other poles made of wood or other materials, guys and anchors), and/or a variable number of underground cables, and all necessary appurtenances (including conduits, primary cables, secondary conductors, enclosures, ground rods, concrete pads, ground clamps, transformers, cable terminators, cable riser shields, cutouts and lightning arrestors overground) through, across and under the following described lands located in Williamson County, Texas, to wit (the “Property”):

Being all of that certain 6,417 square foot tract of land situated in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said Property being more particularly described by metes and bounds in Exhibit “A” attached, and adopted herein for all descriptive purposes.

Together with the right of ingress and egress over Grantor(s) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines, cables and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system within the Property; the right to remove from the Property all trees or parts thereof, or other obstructions, which may endanger or interfere with the efficiency and maintenance of said system or their appurtenances, and the right to place temporary structures upon the Property for use in constructing or repairing said system.

Grantor(s) warrants that Grantor(s) is/are the owner(s) of said Property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor(s), Grantor(s) heirs and legal representatives bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

WITNESS my/our hand(s) this ____ day of _____, 2018.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2018 by County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EASEMENT DESCRIPTION

DESCRIPTION OF A 6,417 SQUARE FOOT TRACT OF LAND SITUATED IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOTS 2 AND 3, DOS AMIGOS SECTION ONE, RECORDED IN DOCUMENT NUMBER 1987041906, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND FURTHER DESCRIBED IN A DEED TO RANDY BEDWELL, RECORDED IN DOCUMENT NUMBER 2007095167, OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS. SAID 6,417 SQUARE FOOT TRACT OF LAND, AS DEPICTED ON THE ACCOMPANYING PLAT, WHICH IS A PART HEREOF, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Lot 2, Dos Amigos Section One, same being the south right-of-way line of State Highway 29, a 100 foot wide right-of-way and the northeast corner of said Lot 1, Dos Amigos Section One;

THENCE along said south right-of-way line, same being the north line of said Lot 2, the following two (2) courses and distances:

1. along the common line of said south right-of-way line the north line of said Lot 2, S 72°09'43" E, a distance of 76.21 feet to a 1/2-inch iron rod with "BCG" cap found, and
2. S 38°20'32" E, a distance of 61.42 feet to a calculated point for the **POINT OF BEGINNING** and being the northwest corner of the tract described herein;

THENCE continuing with said common line, S 38°20'32" E, a distance of 21.54 feet to a 1/2-inch iron rod with "BCG" cap found for the intersection of said south right-of-way line and the west right-of-way line of County Road 266, a variable width right-of-way, same being the northeast corner of the tract described herein;

THENCE with said west right-of-way line, same being the east line of said Lots 2 and 3, Dos Amigos Section One and the east line of the tract described herein the following four (4) courses and distances:

1. S 04°29'32" E, a distance of 188.62 feet to a 1/2-inch iron rod with "BCG" cap found,
2. with the arc of a curve to the right a distance of 87.41 feet, through a central angle of 05° 37' 46", having a radius of 889.65 feet, and whose chord bears S 01°43'01" E, a distance of 87.38 feet to a 1/2-inch iron rod with "BCG" cap found,

3. with the arc of a curve to the right a distance of 56.04 feet, through a central angle of $04^{\circ} 14' 42''$, having a radius of 756.40 feet, and whose chord bears $S 02^{\circ}39'47'' W$, a distance of 56.03 feet to a 1/2-inch iron rod with "BCG" cap found, and
4. with the arc of a curve to the left a distance of 114.48 feet, through a central angle of $06^{\circ} 04' 26''$, having a radius of 1079.93 feet, and whose chord bears $S 01^{\circ}22'20'' W$, a distance of 114.43 feet to a 1/2-inch iron rod with "BCG" cap found for the southeast corner of said Lot 3, Dos Amigos Section One, the intersection of said west right-of-way line and the north right-of-way line of County Road 259, a variable width right-of-way and the southeast corner of the tract described herein;

THENCE leaving said west right-of-way line, with the south line of said Lot 3, Dos Amigos Section One, same being said north right-of-way line, $S 67^{\circ}51'26'' W$, a distance of 47.05 feet to a calculated point in said north right-of-way line, same being the southwest corner of the tract described herein, from which a 1/2-inch iron rod with "5784" cap found for an angle point in the south line of said Lot 3, Dos Amigos Section One and said north right-of-way line bears, $S 67^{\circ}51'25'' W$, a distance of 184.17 feet;

THENCE leaving said north right-of-way line, crossing over and through said Lots 2 and 3, Dos Amigos Section One with the west line of the tract described herein the following six (6) courses and distances:

1. $N 02^{\circ}28'53'' E$, a distance of 30.81 feet to a calculated point,
2. $N 67^{\circ}51'25'' E$, a distance of 32.18 feet to a calculated point,
3. with the arc of a curve to the right a distance of 90.23 feet, through a central angle of $04^{\circ} 44' 04''$, having a radius of 1091.93 feet, and whose chord bears $N 02^{\circ}02'31'' E$, a distance of 90.20 feet to a calculated point,
4. with the arc of a curve to the left a distance of 55.73 feet, through a central angle of $04^{\circ} 16' 13''$, having a radius of 747.72 feet, and whose chord bears $N 02^{\circ}39'04'' E$, a distance of 55.71 feet to a calculated point,
5. with the arc of a curve to the left a distance of 85.85 feet, through a central angle of $05^{\circ} 36' 17''$, having a radius of 877.65 feet, and whose chord bears $N 01^{\circ}43'46'' W$, a distance of 85.82 feet to a calculated point, and

6. N 04°29'32" W, a distance of 206.52 feet to the **POINT OF BEGINNING**, and containing 6,417 square feet of land, more or less.

All bearings are based on the Texas Coordinate System, Central Zone (4203), NAD 83. Distances are Grid Distances.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS
COUNTY OF TRAVIS

Ø
Ø
Ø

KNOW ALL MEN BY THESE PRESENTS:

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

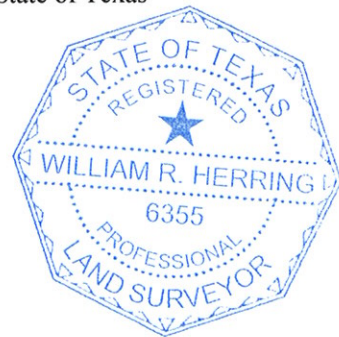
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

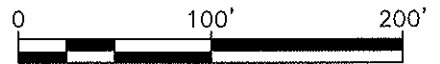
SURVEYING AND MAPPING, LLC
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
TX Firm Registration No. 10064300



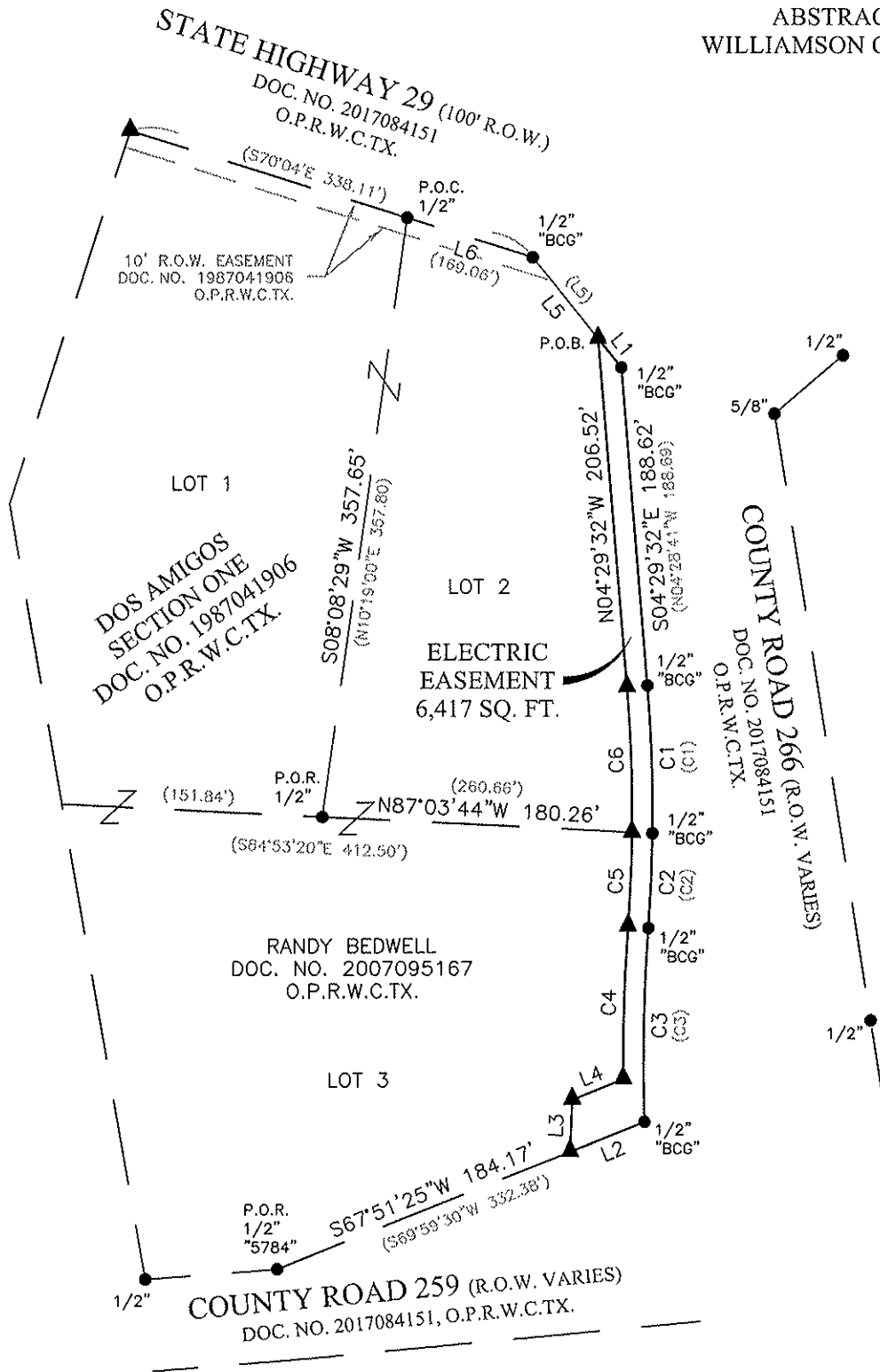
William R. Herring
Registered Professional Land Surveyor
No. 6355 – State of Texas

10/25/2017
Date





GRAPHIC SCALE
 NOAH SMITHWICK SURVEY
 ABSTRACT NO. 590
 WILLIAMSON COUNTY, TEXAS



JOB NUMBER: 41282
DATE: 10.2017
SCALE: 1"=100'
SURVEYOR: WHerring
TECHNICIAN: JNelson
DRAWING: SK36401
TRACT ID: N/A
PARTY CHIEF: JAllen
FIELD BOOKS: 29407



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3029
 email: Info@sam.biz
 Texas Firm Registration No. 10064300

PROJECT: Schneider Engineering, Ltd.
 Wilco Distribution Esmt.
 SHEET 4
 OF 5

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S38°20'32"E	21.54'
L2	S67°51'26"W	47.05'
L3	N02°28'53"E	30.81'
L4	N67°51'25"E	32.18'
L5	S38°20'32"E	61.42'
(L5)	(N38°21'18"W)	(83.02')
L6	S72°09'43"E	76.21'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	005°37'46"	889.65'	87.41'	S01°43'01"E	87.38'
(C1)	(---)	(925.00')	(87.42')	(N01°46'14"W)	(87.39')
C2	004°14'42"	756.40'	56.04'	S02°39'47"W	56.03'
(C2)	(---)	(925.00')	(56.02')	(N02°40'20"E)	(56.01')
C3	006°04'26"	1079.93'	114.48'	S01°22'20"W	114.43'
(C3)	(---)	(1075.00')	(114.52')	(N01°21'19"E)	(114.46')
C4	004°44'04"	1091.93'	90.23'	N02°02'31"E	90.20'
C5	004°16'13"	747.72'	55.73'	N02°39'04"E	55.71'
C6	005°36'17"	877.65'	85.85'	N01°43'46"W	85.82'

LEGEND

- - IRON ROD FOUND (SIZE NOTED)
- ▲ - CALCULATED POINT
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.O.R. - POINT OF REFERENCE
- () - RECORD INFORMATION
- SQ.FT. - SQUARE FEET
- R.O.W. - RIGHT-OF-WAY
- O.P.R.W.C.TX. - OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 (2011). DISTANCES SHOWN ARE GRID DISTANCES.
2. THIS SKETCH IS ACCOMPANIED BY A SEPARATE PROPERTY DESCRIPTION BY SAM AND IDENTIFIED AS FN36401.DOC.



William R. Herring

12/25/2017
DATE

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

JOB NUMBER: 41282
DATE: 10.2017
SCALE: 1" = 100'
SURVEYOR: WHerring
TECHNICIAN: TNelson
DRAWING: SK36401
TRACT ID: N/A
PARTY CHIEF: JAllen
FIELDBOOKS: 29407



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: Schneider Engineering, Ltd.
Wilco Distribution Esmt.

SHEET 5
OF 5

Commissioners Court - Regular Session

22.

Meeting Date: 04/03/2018

Development Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with Milestone Community Builders regarding dedication of easement for the Brushy Creek Trail. (P419)

Background

Fiscal Impact

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

Attachments

[Development Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:48 AM

Started On: 03/28/2018 09:31 AM

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the 22 day of March, 2018 (the "Effective Date"), by and among Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and Milestone Community Builders, (the "Developer"). The County and the Developer are collectively the "Parties" to this Agreement.

RECITALS

WHEREAS, the Developer intends to acquire approximately 40 acres of land (the "Property") located west of Creek Bend Drive and south of Hairy Man Road as described in Exhibit A; and

WHEREAS, the Developer is considering the construction of a residential subdivision (the "Project") on the Property; and

WHEREAS, it is currently envisioned that the Project will include an extension of the Brushy Creek Trail through the Property; and

WHEREAS, Williamson County is in the process of extending the Brushy Creek Trail from its existing western terminus to Chisholm Trail; and

WHEREAS, the Developer intends to dedicate approximately a 20- foot wide easement by plat for the extension of Brushy Creek Trail (the "Trail Extension"); and

WHEREAS, the Developer will also deposit into a reserve account with the County \$100,000 to offset the Trail Extension construction costs (the "Reserve Account");

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

ARTICLE I PURPOSE AND INTERPRETATION

1.01 Objectives.

(a) The Developer intends to develop an approximately 100 lot, subdivision on the Property. The Project will include the dedication to the County of an approximately 20-foot wide

easement through the Property for the Trail Extension, as well as depositing \$100,000 as a contribution to the Trail Extension costs.

(b) The County will continue its efforts to connect the existing Brushy Creek Trail eastward to the Chisholm Trail.

1.02 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II
GRANT OF EASEMENT

2.01 Brushy Creek Trail Easement. The Developer shall dedicate by plat an approximately 20-foot wide easement for the Trail Extension. The preliminary location of the Trail Extension easement shall be at the location shown on Exhibit "B", attached hereto and incorporated herein. The final location of the Trail Extension Easement shall be as agreed upon by the County and the Developer. The County recognizes that some portions of the Easement may be less than 20 feet in width.

ARTICLE III
CASH CONTRIBUTION

3.01 Reserve Account. Prior to the recordation of a plat for the property, the Developer will deposit \$100,000 into a Reserve Account with the County. The County may withdraw this deposit when the County awards a contract for the Trail Extension. If the County has not awarded a contract for the Trail Extension within five (5) years after the recordation of the plat for the Property, the deposit in the Reserve Account shall be returned to the Developer.

ARTICLE IV
COUNTY OBLIGATION

4.01 Construction of Trail Extension. As consideration for the Developer's grant of the Trail Easement and the deposit of \$100,000 Reserve Account, the County will endeavor to fund and construct the Trail Extension through the Property within five (5) years after the recordation of the final plat for the Property. If the Trail Extension is not constructed and open to the public within this time period, the County shall return the funds in the Reserve Account to the Developer.

ARTICLE V
MISCELLANEOUS

5.01 Mutual Assistance. The County and the Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

5.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 90 days after written notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

- (i) entitle the aggrieved Party to terminate this Agreement; or
- (ii) adversely affect or impair the current or future obligations of the County to provide water or sewer service or any other service to the Property; or
- (iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

5.03 Intentionally Deleted.

5.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

5.05 Assignment. Except as otherwise provided in this section, the Developer may not assign all or part of its rights and obligations to a third party without the express written consent of the County unless such assignment is a collateral assignment to a lender. The Developer may assign all or part of its rights and obligations under this Agreement to an entity that is controlled by or under common control with the. It is contemplated that prior to Developer's purchase of the The Project, Developer will create a single purpose subsidiary for the purposes of developing The Project, and this Agreement will be assigned to that subsidiary. The County may not assign this Agreement to an unrelated third party but may assignment to a City-created economic development corporation or other City-created entity.

5.06 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties. As the Parties continue work on the pre-development activities contemplated herein and prepare the various agreements referenced herein in connection with the design, development, and financing of the Project, the parties will amend this Agreement to incorporate additional details, terms and conditions and the various agreements referenced above shall be appended as exhibits to this Agreement.

5.07 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County:

Williamson County
c/o County Judge
710 Main Street
Georgetown, TX 78628

If to the Developer:

Milestone Community Builders
Garrett Martin
9111 Jollyville Road, suite 111
Austin, Texas 78759

Any Party may designate a different address at any time upon written notice to the other Parties.

5.08 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

5.09 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

5.10 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.11 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

5.12 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

5.13 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "event of force majeure"). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; a recession; and unusual delays in obtaining County approvals of plats, permits, or other development approvals required to construct and operate the Project. For purpose of this Section 9.14, "recession" shall mean a recession consisting of two (2) consecutive quarters of negative economic growth as measured by the gross domestic product for the Dallas-Fort Worth metropolitan area according to the U.S. Department of Commerce, Bureau of Economic Analysis. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.

5.14 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description

Exhibit B: Trail Extension location

5.15 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED to be effective on the _____ day of _____, 2018.

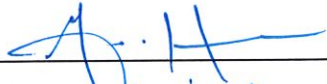
WILLIAMSON COUNTY, TEXAS,

By: _____
Dan A. Gattis, County Judge

APPROVED:

Nancy Rister, County Clerk

MILESTONE COMMUNITY BUILDERS

By:  _____
Its: Manger/President CEO

EXHIBIT**"A"**

EXHIBIT _____

Creek Bend Tract
40.018 ACRES
JOB NO. 5029-01**METES & BOUNDS DESCRIPTION**

FIELD NOTES FOR 40.018 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE E. McDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 16.5 ACRE TRACT OF LAND AND A CALLED 197 ACRE TRACT OF LAND AS CONVEYED TO CLARENCE LORENZA SAULS BY INSTRUMENT RECORDED IN VOLUME 608, PAGE 936 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 40.018 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an aluminum capped monument found on the north right-of-way line of Creek Bend Boulevard (variable width right-of-way) as recorded under Document No. 2014092339 of the Official Public Records of Williamson County, Texas, at the most northerly corner of a called 0.034 acre tract of land conveyed as right-of-way by instrument recorded in Document No. 2015020981 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remaining portion of Lot 1, Block A, Fern Bluff Community Center, a subdivision as recorded in Cabinet W, Slides 334 & 335 of the Plat Records of Williamson County, Texas, at a southerly corner of said Sauls remainder tract, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the westerly line of said Sauls remainder tract, N 20°31'32" W, pass a 1/2-inch iron rod found with cap stamped "Austin Surveyors" at the most northerly corner of said Lot 1, Block A, Fern Bluff Community Center at a distance of 449.18 feet, continuing on with an east line of a called 5.100-acre tract dedicated as right-of-way by instrument recorded in Document No. 9861935 of the Official Records of Williamson County, Texas, pass a 1/2-inch iron rod found at the south corner of a called 0.374-acre tract of land described as Tract 1, as conveyed to Fern Bluff Municipal Utility District by instrument recorded in Document No. 2004079127 of the Official Public Records of Williamson County, Texas at a distance of 1,978.99 feet, and continuing on with the east line of said Fern Bluff 0.374-acre tract for a total distance of 2,325.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of said Sauls 16.5-acre tract, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found bears S 27°06'22" E, a distance of 5.34 feet;

THENCE, with the northerly line of said Sauls 16.5-acre tract, N 70°12'51" E a distance of 71.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the occupied south right-of-way line of County Road 174 (Hairy Man Road)(No Record right-of-way information found), for the most northerly corner of the herein described tract;

THENCE, with the occupied south right-of-way line of said County Road 174 (Hairy Man Road), generally as fenced, the following twelve (12) courses:

- 1) S 77°02'03" E a distance of 275.06 feet to 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 247.79 feet, having a radius of 380.00 feet, a central angle of 37°21'43" and a chord which bears S 58°21'11" E, a distance of 243.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 3) S 39°40'19" E, a distance of 132.98 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 4) S 48°12'09" E, a distance of 262.51 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 5) S 56°15'04" E, a distance of 62.81 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 6) S 42°51'35" E, a distance of 94.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 7) S 40°27'24" E, a distance of 121.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 8) Along said curve to the left, an arc distance of 128.80 feet, having a radius of 400.00 feet, a central angle of 18°26'55" and a chord which bears S 49°40'52" E a distance of 128.24 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 9) S 58°54'20" E, a distance of 119.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point for corner;
- 10) S 61°24'51" E, a distance of 145.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;
- 11) Along said curve to the left, an arc distance of 161.44 feet, having a radius of 1200.00 feet, a central angle of 07°42'29" and a chord which bears S 65°16'05" E a distance of 161.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner; and

12) S 69°07'20" E, a distance of 347.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, leaving the occupied south right-of-way line of said County Road 174 (Hairy Man Road), over and across said Sauls remainder tract, along said curve to the right, an arc distance of 34.58 feet, having a radius of 25.00 feet, a central angle of 79°14'30" and a chord which bears S 29°30'04" E a distance of 31.89 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, ten (10) feet west of and parallel with an existing driveway, S 10°07'11" W a distance of 76.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE along said curve to the left, an arc distance of 47.36 feet, having a radius of 50.00 feet, a central angle of 54°16'08" and a chord which bears S 17°00'53" E a distance of 45.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

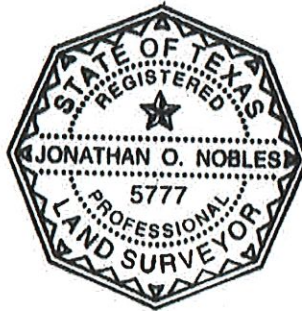
THENCE S 44°08'57" E a distance of 49.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the northwest right-of-way line of said Creek Bend Boulevard, for the most southerly east corner of the herein described tract, from which a 1/2-inch iron rod found on the northwest right-of-way line of said Creek Bend Boulevard bears N 45°51'03" E, a distance of 281.85 feet;


THENCE, with the northwest right-of-way line of said Creek Bend Boulevard and the southeast line of said Sauls remainder tract, the following four (4) courses:

- 1) S 45°51'03" W a distance of 1,130.81 feet to a 1/2-inch iron rod found at a point of curvature of a curve to the right;
- 2) Along said curve to the right, an arc distance of 37.49 feet, having a radius of 940.00 feet, a central angle of 02°17'06" and a chord which bears S 47°03'22" W a distance of 37.49 feet to a 1/2-inch iron rod found for corner;
- 3) S 55°43'08" W, a distance of 47.14 feet to a concrete nail with washer stamped "BGE INC" set at a point of curvature of a curve to the right; and

- 4) Along said curve to the right, an arc distance of 208.08 feet, having a radius of 935.00 feet, a central angle of 12°45'03" and a chord which bears S 57°23'50" W a distance of 207.65 feet to the **POINT OF BEGINNING** and containing 40.018 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 12, 2018 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD-83, Texas Central Zone 4203. A survey plat of even date was prepared by the undersigned in conjunction with this metes and bounds description.



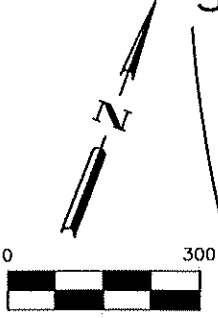

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502


Date

Client: Milestone Community Builders
Date: February 19, 2018
Project No.: 5029-01

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



FERN BLUFF MUNICIPAL UTILITY DISTRICT
CALLED 0.374 ACRES
DOC. NO. 2004079127,
O.P.R.W.C.

WYOMING SPRINGS DRIVE

ROW DEDICATION
CALLED 5.100 ACRES
DOC. NO. 9861935,
O.R.W.C.

WILLIAM DUGAN
SURVEY, A-190

N 20°31'32" W 2,325.94'
1,529.81'
[1,530.01']
(N 19° W, 443 VRS./1,230.56')

CLARENCE LORENZA SAULS
CALLED 16.5 ACRES
(FIRST TRACT)
VOL. 608, PG. 936, D.R.W.C.

DAVID CURRY SURVEY, A-130
E. McDANIEL SURVEY, A-441

40.018 ACRES

A PORTION OF
A CALLED 16.5 ACRES - FIRST TRACT
AND A CALLED 197 ACRES - THIRD TRACT
CLARENCE LORENZA SAULS
VOL. 608, PG. 936, D.R.W.C.

CLARENCE LORENZA SAULS
CALLED 197 ACRES
(THIRD TRACT)
VOL. 608, PG. 936, D.R.W.C.

FERN BLUFF
COMMUNITY CENTER
CABINET W,
SLIDE 344, P.R.W.C.

REMAINDER OF
LOT 1
BLOCK A

P.O.B.
FND. ALUMINUM MON.
{S 55°39'17" W,
47.14'}

FND. ALUMINUM MON.
W/"AUSTIN SURVEYORS" CAP

S 45°51'03" W 1,130.81'
S 45°50'56" W

CREEK BEND BOULEVARD

(R.O.W. VARIES)
CITY OF ROUND ROCK, TX
DOC. NO. 2014092339, O.P.R.W.C.

BEARS
S 27°06'22" E, 5.34'

61
PARK LAND
(DRAINAGE EASEMENT)
DEED LINE
VOL. 608, PG. 936,
D.R.W.C.

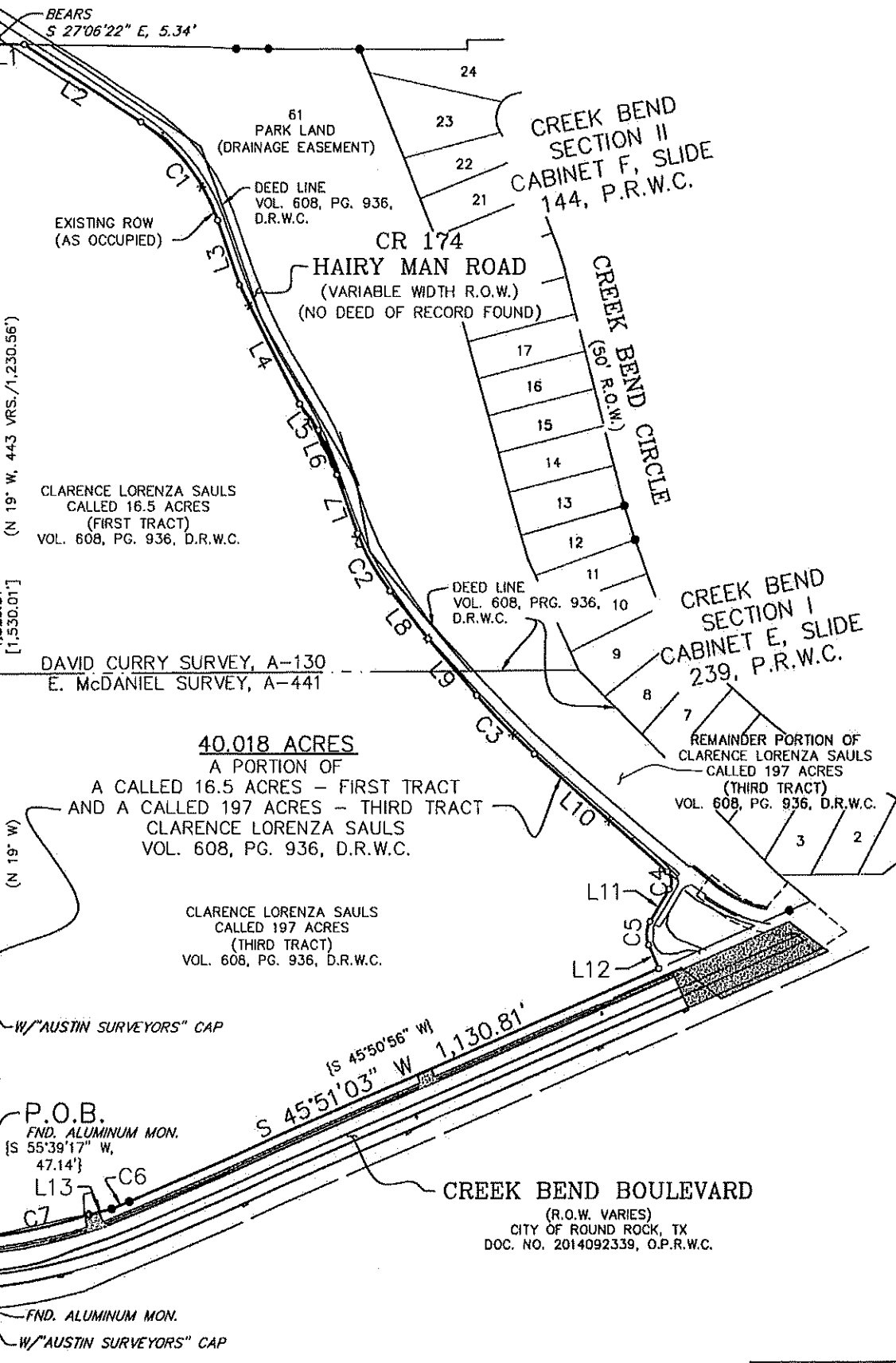
CR 174
HAIRY MAN ROAD
(VARIABLE WIDTH R.O.W.)
(NO DEED OF RECORD FOUND)

CREEK BEND
SECTION II
CABINET F, SLIDE
144, P.R.W.C.

CREEK BEND
CIRCLE
(90' R.O.W.)

CREEK BEND
SECTION I
CABINET E, SLIDE
239, P.R.W.C.

REMAINDER PORTION OF
CLARENCE LORENZA SAULS
CALLED 197 ACRES
(THIRD TRACT)
VOL. 608, PG. 936, D.R.W.C.



BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'

SHEET 5

OF 6

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GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- FND. FOUND
- I. IRON
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" I. ROD UNLESS OTHERWISE NOTED
- 1/2" I. ROD SET
- ⊙ WITH CAP "BGE INC."
- ⊗ CONCRETE NAIL SET WITH WASHER STAMPED "BGE INC."
- //— EDGE OF ASPHALT
- /— BARBED WIRE FENCE
- () RECORD INFORMATION, VOL. 608, PG. 936, O.P.R.W.C.
- [] RECORD INFORMATION, DOC. NO. 9861935
- { } RECORD INFORMATION, DOC. NO. 2014092339, O.P.R.W.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 70°12'51" E	71.82'
L2	S 77°02'03" E	275.06'
L3	S 39°40'19" E	132.98'
L4	S 48°12'09" E	262.51'
L5	S 56°15'04" E	62.81'
L6	S 42°51'35" E	94.44'
L7	S 40°27'24" E	121.61'
L8	S 58°54'20" E	119.43'
L9	S 61°24'51" E	145.92'
L10	S 69°07'20" E	347.17'
L11	S 10°07'11" W	76.00'
L12	S 44°08'57" E	49.74'
L13	S 55°43'08" W	47.14'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	247.79'	380.00'	37°21'43"	S 58°21'11" E	243.43'
C2	128.80'	400.00'	18°26'55"	S 49°40'52" E	128.24'
C3	161.44'	1,200.00'	7°42'29"	S 65°16'05" E	161.31'
C4	34.58'	25.00'	79°14'30"	S 29°30'04" E	31.89'
C5	47.36'	50.00'	54°16'08"	S 17°00'53" E	45.61'
C6	37.49'	940.00'	2°17'06"	S 47°03'22" W	37.49'
C7	208.08'	935.00'	12°45'03"	S 57°23'50" W	207.65'

RECORD CURVE DATA DOC. NO. 2014092339, O.P.R.W.C.					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C6}	{37.50'}	{940.00'}	{2°17'10"}	{S 46°59'31" W}	{37.50'}
{C7}	{207.96'}	{935.00'}	{12°44'37"}	{S 57°22'18" W}	{207.53'}

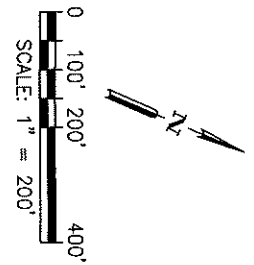
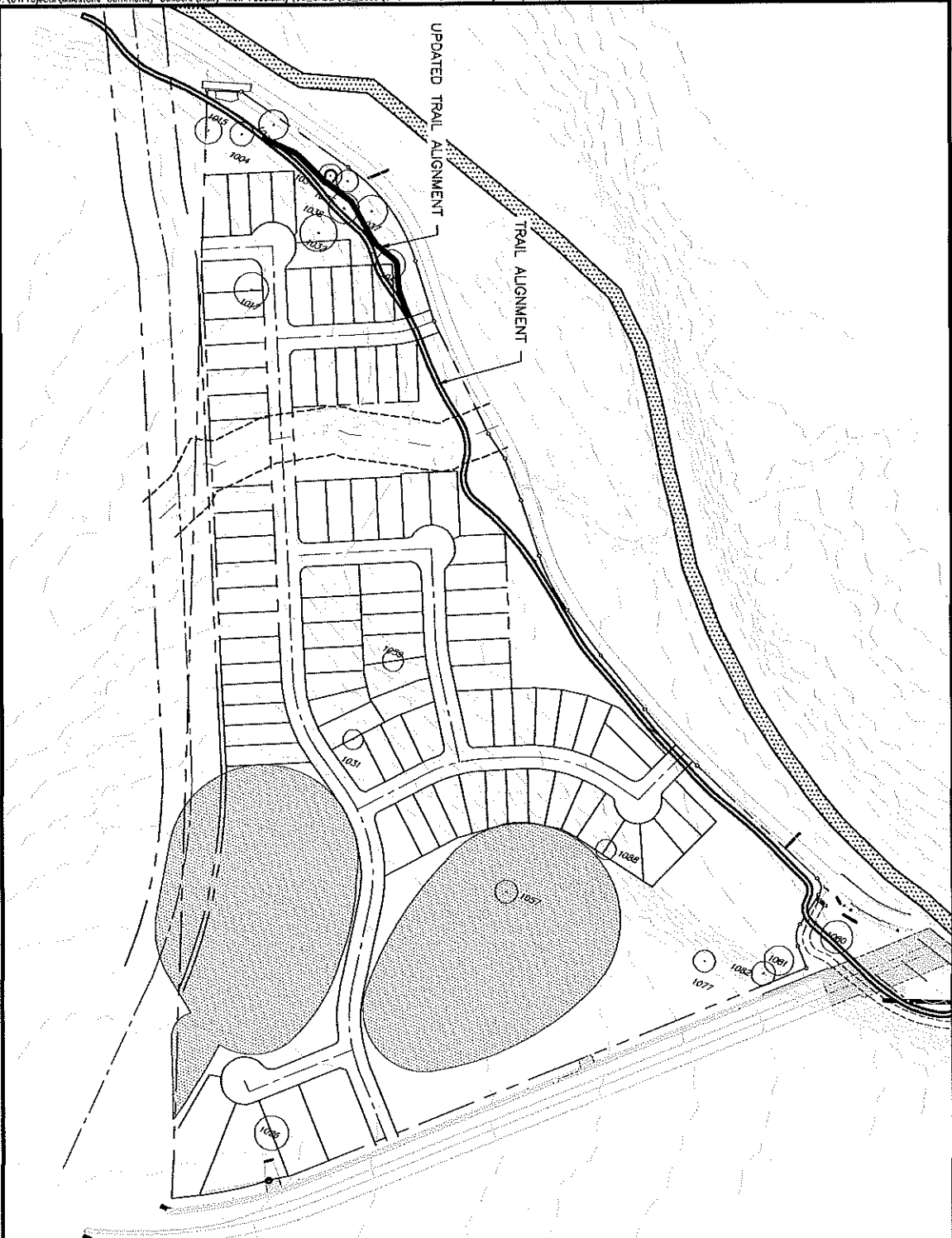


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 TBPLS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'

SHEET 6

OF 6



HARRY MAN TRACT
EXHIBIT 'B'
BGE, INC. 7000 NORTH LAKESHORE DRIVE, SUITE 200, AUSTIN, TX 78758 TEL: 512.837.4400 WWW.BGE.COM

Commissioners Court - Regular Session

23.

Meeting Date: 04/03/2018

Right of Entry & Possession

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Right of entry and Possession Agreement with Robinson Land Limited Partnership for an easement needed for the Brushy Creek Trail Project. (Parcel 10): Funding Source Park Bonds P419

Background

Fiscal Impact

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

Attachments

Robinson ROE

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:48 AM

Started On: 03/28/2018 09:35 AM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT OF ENTRY AND POSSESSION
(Brushy Creek Trail)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Recitals:

1. The undersigned (collectively, "Grantors") are the fee simple owners of the tract of land in Williamson County, Texas, described in the attached and incorporated Exhibit "A" (the "Property").
2. Williamson County, Texas (the "County") has advised Grantors that it intends to acquire, through purchase under threat of condemnation or, if Grantors and the County are unable to agree on the terms of a purchase, through condemnation, a non-exclusive (except as otherwise provided herein) and permanent easement (the "Trail Easement") on and across the 1.567 acre tract or portion of the Property that is more fully described by metes and bounds on Exhibit "B", attached hereto and incorporated herein by reference (the "Trail Easement Area").
3. The County has advised Grantors that it must have possession of the Trail Easement Area by March 15, 2018 to initiate construction of the Brushy Creek Trail Project within the Trail Easement Area (the "Project Improvement").
4. As an accommodation to the County, Grantors are willing, pursuant to the terms of this Agreement, to allow the County to take possession of the Trail Easement Area and to construct the Project Improvement prior to the County's acquisition of the Trail Easement through purchase under threat of condemnation or condemnation.

Agreement:

Therefore, Grantors and the County agree as follows:

1. Right of Entry. Upon (i) full execution of this Agreement; and (ii) the County's payment to Grantors of the sum of \$87,370 (the "Deposit"); and (iii) subject to the terms of this Agreement, including all attached exhibits, the County and its contractors and assignees may enter onto and have possession of the Trail Easement Area for the purpose of surveying, conducting site review and analysis, permitting, actual construction of the Project Improvement within the Trail Easement Area, and other activities related to the Project Improvement prior to the County's acquisition of the Trail Easement through purchase under threat of condemnation or condemnation. The County confirms that the project manager for the Project Improvement (the "Project Manager") is Randy Bell, who will be the County's single point of contact for Grantors during the construction process. The Project Manager's telephone number is 512-943-922 and his email address is randybell@wilco.org. The County agrees to notify Grantors immediately if there is any change in the identify of or the contract information for the Project Manager. The County also agrees to provide Grantors with the name, email address and

telephone number of any County consultants who will perform work within the Trail Easement Area (the "Consultants") and for the general contractor (the "Contractor") that will construct the Project Improvement before any Consultants or the Contractor enter onto the Trail Easement Area. The County further agrees to comply with and to contractually require the Contractor to comply with the provisions set forth in Paragraphs 2 and 3 of this Agreement, together with all exhibits referenced in those paragraphs, and to contractually obligate the Contractor to require its subcontractors to comply with the provisions set forth in Paragraphs 2 and 3 of this Agreement, together with all referenced exhibits.

2. The County's Rights. Subject to the terms of and except as otherwise provided in this Agreement, the County will have the full exclusive right to use the Trail Easement Area, including the right, subject to Paragraph 3, to clear trees and vegetation; to fill and grade; and to construct the Project Improvement. The County, its Consultants and the Contractor (and any subcontractors of the Contractor) must confine their work to the Trail Easement Area and may not use or enter any surrounding property of Grantors (the "Remainder") for access or any other purpose. Neither the County, the Contractor or any employee, consultant or subcontractor performing work on the Trail Easement Area may remove, alter or damage any fencing or gates on the Property.

3. The County's Obligations: Liability Insurance.

(a) The County, to the extent allowed by law; the Consultants and the Contractor will each be responsible, to the exclusion of any such responsibility of Grantors, for its own proportionate share of any liability for property damage, including environmental liability, and personal injury or death arising out of or connected to their activities in or on the Trail Easement Area and the Property, as determined by a court of competent jurisdiction. The Contractor will be responsible for ensuring the safety of persons and property during its and its subcontractors' activities on the Trail Easement Area.

(b) Prior to the initiation of any work on the Trail Easement Area by the County, the Contractor, or the Consultants, the County shall cause the Contractor to name Grantors and Robinson Cattle Company ("RCC") as additional insureds on a commercial general liability ("CGL") insurance policy applicable to the Project Improvement and all activities on the Trail Easement Area and on a commercial auto liability ("Auto Liability") insurance policy covering all owned, non-owned or hired automobiles to be used on the Trail Easement Area, providing, on an occurrence basis, not less than \$1,000,000 combined single limit bodily injury and property damage coverage. The County shall also cause the Contractor to provide workers' compensation coverage with the statutorily required limits and employers' liability insurance coverage with limits of no less than \$1,000,000 with appropriate waivers of subrogation in favor of Grantors and to require the Contractor to require all of its subcontractors to provide workers' compensation coverage with the statutorily required limits. All required liability insurance will include appropriate waivers of subrogation in favor of Grantors. Prior to the Contractor performing any activity on the Trail Easement Area, the County will provide Grantors a certificate of insurance issued by the Contractor's insurer, evidencing the aforementioned insurance coverages, and providing that such insurance may not be terminated without at least ten days' notice to Grantors.

(c) The County will require its Consultants and the Contractor to execute and deliver to Grantors the Special Conditions to Entry attached as Exhibit "C" prior to entering upon the Trail Easement Area or commencing any work on the Project Improvement.

(d) The County acknowledges that the Property is currently used for ranching operations and agrees that all activities on the Trail Easement Area will be conducted in a manner in order to minimize interference with or interruption of such ranching operations as

well as Grantors' and RCC's access to the Remainder. When exercising its rights under this Agreement, the County agrees to use its best efforts to prevent and to cause its Contractor to prevent damage to any fencing, livestock, or any other property of Grantors, RCC or their agents and employees caused by any activities of the County or the Contractor. The County and the Contractor will be liable for any loss or damage, including loss or damage to livestock, caused by their activities (including activities of the Consultants and the Contractor's subcontractors) on the Trail Easement Area. The County specifically agrees as follows:

4. Reservation of Grantors' Rights. This Agreement will not prejudice, in any way, Grantors' right to receive full and just compensation for the Easements, including any improvements thereon, and for any damage to the Remainder. By entering into this Agreement, Grantors do not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Grantors may have in connection with the County's exercise of its power of eminent domain, including Grantors' right to contest procedural issues and Grantors' rights relating to damages to and compensation for the Remainder. Grantors expressly reserve, and do not waive, any claim Grantors may have for damages if any activity permitted under this Agreement affects or creates a situation or condition that is detrimental to the value of the Remainder. Grantors reserve the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only the County's authority to condemn. Neither Grantors nor the County waives any of their legal rights, including any right to appeal or otherwise complain of any award by the Special Commissioners or a court of competent jurisdiction. Grantors expressly reserve fee title (including the mineral estate) to the Trail Easement Area. The rights and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Trail Easement to the County, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, that (i) the insurance and liability provisions of this Agreement will survive any such closing, sale or conveyance as to any liability or claim relating to or arising out of any occurrence prior to such conveyance or rendition; and (ii) the County's and the Contractor's obligations under Paragraph 2 and Paragraph 3 will survive any termination of this Agreement and be applicable at all times until completion of the Project Improvement and the County's and the Contractor's performance of all restoration obligations set forth in this Agreement. **Anything herein to the contrary notwithstanding, Grantors reserve the right to convey fee title to the Trail Easement to the County, and the County agrees to accept such conveyance, either in lieu of Grantors' conveyance of an easement estate or at any time after conveyance of an easement estate. Grantors further reserve, and any conveyance hereunder will provide for, the reservation of the right to cross the Trail Easement with any and all private and public utilities and to grant easements for those purposes. This foregoing reserved rights of Grantors and agreement of the County will survive any termination of this Agreement.**

5. Good Faith Negotiation. The County agrees to negotiate with Grantors in good faith with respect to the value of the Trail Easement, the damage to the Remainder and any other related issues. If the parties fail to reach an agreement within 60 days from the date of this Agreement, Grantors may, by written notice to County at any time thereafter, require the County to proceed with condemnation and schedule a hearing at the earliest practical time.

6. Date of Taking. For negotiation or condemnation purposes, Grantors and the County agree to and hereby designate the date of taking (on which the value of the Trail Easement is to be determined, and any damages to the Remainder are to be assessed) as the date of closing on the Trail Easement or the date any award rendered by the Special Commissioners is deposited by the County in the registry of the court, whichever is applicable.

7. Deposit of Award: Effect of Agreement. The County agrees to deposit the balance of any award of the Special Commissioners, after application of the credit for the Deposit, in the

registry of the court within the time required to make such deposit in accordance with applicable State law governing possession in a statutory eminent domain case. The provisions of this Agreement will survive the termination of any purchase agreement between Grantors and the County governing the County's purchase of the Trail Easement and the institution of any condemnation proceedings by the County. This Agreement will terminate upon (a) closing of any negotiated sale of the Trail Easement, or (b) 30 days after the filing of a Special Commissioners' award covering the Trail Easement and damages to the Remainder unless the County deposits the Special Commissioners' award in accordance with Texas law governing possession in a statutory eminent domain case by such date, however, that the County's and its Contractors' obligations under Paragraph 2 and under Paragraph 3 will survive any termination of this Agreement and be applicable at all times until completion of the Project Improvement and the County's and the Contractor's performance of all restoration obligations set forth in this Agreement.

8. **Termination.** Upon termination of this Agreement, the County agrees to provide Grantors with a written termination of this Agreement in recordable form.

9. **Authority.** The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transactions contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

10. **Binding Effect.** This Agreement will be binding upon the heirs, devisees, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

11. **Execution: Counterparts.** This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement, the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument. A facsimile signature or electronic signature will be deemed to constitute an original signature, and will have the same force or effect.

12. **Exhibits.** The following listed exhibits are attached to this Agreement, incorporated herein and made a part of this Agreement for all purposes.

Exhibit "A"	Description of the Property
Exhibit "B"	Metes and Bounds of Trail Easement Area
Exhibit "C"	Special Conditions to Entry

Executed to be effective on _____, 2018.

GRANTORS:

ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: **ROBINSON ASSOCIATES**, a Texas general partnership, its general partner

By: **JOR-ROBINSON ASSOCIATES, LLC**, a Texas limited liability company, its general partner

By: *John Oscar Robinson*
John Oscar Robinson, Manager

Date: 3.15.18

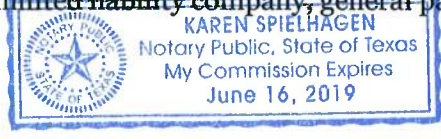
By: **SBR-ROBINSON ASSOCIATES, LLC**, a Texas limited liability company, its general partner

By: *Scott Bradley Robinson*
Scott Bradley Robinson, Manager

Date: 3/15/18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

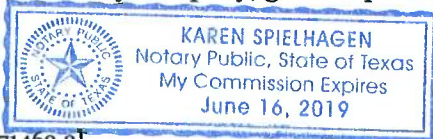
This instrument was acknowledged before me on the 15th day of March, 2018, by John Oscar Robinson, Manager of JOR-Robinson Associates, LLC, a Texas limited liability company, general partner of Robinson Associates, a Texas general partnership, general partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said ~~limited liability company, general partnership and limited partnership.~~



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by Scott Bradley Robinson, Manager of SBR-Robinson Associates, LLC, a Texas limited liability company, general partner of Robinson Associates, a Texas general partnership, general partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of said ~~limited liability company, general partnership and limited partnership.~~



[Signature]
Notary Public, State of Texas

GER LAND PARTNERSHIP, LTD., a Texas limited partnership

By: GER Family LLC, a Texas limited liability company, its general partner

By: *John Oscar Robinson*
John Oscar Robinson, Manager

Date: 3.15.18

By: _____
Patricia Robinson Tyler, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by John Oscar Robinson, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Patricia Robinson Tyler, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

GER LAND PARTNERSHIP, LTD., a Texas limited partnership

By: GER Family LLC, a Texas limited liability company, its general partner

By: _____
John Oscar Robinson, Manager

Date: _____

By: Patricia Robinson Tyler
Patricia Robinson Tyler, Manager

Date: 3/19/18

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 2018, by John Oscar Robinson, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th day of March, 2018, by Patricia Robinson Tyler, Manager of GER Family LLC, a Texas limited liability company, General Partner of GER Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]

Notary Public, State of Texas

ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: *John Oscar Robinson*
John Oscar Robinson, General Partner

Date: 3.15.18

Date: By: 3.15.18
Scott Bradley Robinson, General Partner

By: Date: *Scott Bradley Robinson*

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by John Oscar Robinson, general partner of Robinson 1991 Land Limited Partnership, a Texas limited partnership on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by Scott Bradley Oscar Robinson, general partner of Robinson 1991 Land Limited Partnership, a Texas limited partnership on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

ROBINSON RANCH, a Texas general partnership

By: **SBR Ranch, LTD., a Texas limited partnership,**

By: **SBR-Robinson Associates, LLC, a Texas limited liability company**

By: *Scott Bradley Robinson*
Scott Bradley Robinson, Manager

Its: **General Partner**

Date: 3/15/18

By: **AHR IV ELT Ranch, LLC, a Texas limited liability company**

By: _____
Alfred Henry Robinson, IV, Manager

Its: **General Partner**

Date: _____

By: **FRC EAT1 Ranch LLC, a Texas limited liability company**

By: _____
Flora Louise Robinson Crosswell, Manager

Its: **General Partner**

Date: _____

By: **FRC ELT Ranch LLC, a Texas limited liability company**

By: _____
Flora Louise Robinson Crosswell, Manager

Its: **General Partner**

Date: _____

ROBINSON RANCH, a Texas general partnership

By: **SBR Ranch, LTD.**, a Texas limited partnership,

By: SBR-Robinson Associates, LLC, a Texas limited liability company

By: _____
Scott Bradley Robinson, Manager

Its: General Partner

Date: _____

By: **AHR IV ELT Ranch, LLC**, a Texas limited liability company

By: _____
Alfred Henry Robinson, IV, Manager

Its: General Partner

Date: _____

By: **FRC EAT1 Ranch LLC**, a Texas limited liability company

By: Flora Louise Robinson
Flora Louise Robinson Crosswell, Crosswell
Manager

Its: General Partner

Date: 3-16-18

By: **FRC ELT Ranch LLC**, a Texas limited liability company

By: Flora Louise Robinson Crosswell
Flora Louise Robinson Crosswell,
Manager

Its: General Partner

Date: 3-16-18

ROBINSON RANCH, a Texas general partnership

By: **SBR Ranch, LTD.**, a Texas limited partnership,

By: SBR-Robinson Associates, LLC, a Texas limited liability company

By: _____
Scott Bradley Robinson, Manager

Its: General Partner

Date: _____

By: **AHR IV ELT Ranch, LLC**, a Texas limited liability company

By: _____
Alfred Henry Robinson, IV, Manager

Its: General Partner

Date: 3/13/18

By: **FRC EAT1 Ranch LLC**, a Texas limited liability company

By: _____
Flora Louise Robinson Crosswell,
Manager

Its: General Partner

Date: _____

By: **FRC ELT Ranch LLC**, a Texas limited liability company

By: _____
Flora Louise Robinson Crosswell,
Manager

Its: General Partner

Date: _____

By: **ROBINSON BENTON LLC**, a Texas limited liability company

By: Elaine Robinson Benton
Elaine Robinson Benton, Manager

Its: General Partner

Date: 3/21/18

By: **JPMORGAN CHASE BANK, N.A.**

By: _____

Title: _____

JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased

As Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the General Partners' consent

Date: _____

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: G. E. Robinson, LLC, a Texas limited liability company

By: _____
John Oscar Robinson,
Manager and President

Its: General Partner

Date: _____

By: **ROBINSON BENTON LLC**, a Texas limited liability company

By: _____
Elaine Robinson Benton, Manager

Its: General Partner

Date: _____

By: **JPMORGAN CHASE BANK, N.A.**

By: Hein Oberkorn

Title: Vice President

JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased

As Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the General Partners' consent

Date: 3-10-18

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: G. E. Robinson, LLC, a Texas limited liability company

By: _____
John Oscar Robinson,
Manager and President

Its: General Partner

Date: _____

By: **ROBINSON BENTON LLC**, a Texas limited liability company

By: _____
Elaine Robinson Benton, Manager

Its: General Partner

Date: _____

By: **JPMORGAN CHASE BANK, N.A.**

By: _____

Title: _____


JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased

As Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the General Partners' consent

Date: _____

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: G. E. Robinson, LLC, a Texas limited liability company

By: 
John Oscar Robinson,
Manager and President

Its: General Partner

Date: 2.15.18

By: **Robinson Allen, L.L.C.**, a Texas limited liability company,

By: Carla Robinson Allen

Carla Robinson Allen, Manager

Its: General Partner

Date: 3.20.18

By: **Robinson Cospers, Ltd.**, a Texas limited partnership

By: **Robinson Cospers Management, L.L.C.**, a Texas limited liability company

By: Flora Robinson Cospers
Flora Robinson Cospers, Manager

Its: General Partner

Date: 3.15.18

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by Scott Bradley Robinson, Manager of SBR-Robinson Associates, LLC, a Texas limited liability company, the General Partner of SBR Ranch, Ltd., a Texas limited partnership, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by Alfred Henry Robinson, IV, as Manager of AHR IV ELT Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, Trust and general partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of March, 2018, by Flora Louise Robinson Crosswell, as Manager of FRC ELT Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, and as Manager of FRC EAT1 Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability companies and general partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Elaine Robinson Benton, as Manager of Robinson Benton, LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company and general partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____, _____ of JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased, as Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of said Trusts.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

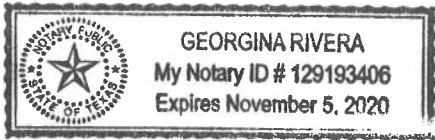
This instrument was acknowledged before me on the ____ day of _____, 2018, by Flora Louise Robinson Crosswell, as Manager of FRC ELT Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, and as Manager of FRC EAT1 Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability companies and general partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March, 2018, by Elaine Robinson Benton, as Manager of Robinson Benton, LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company and general partnership.



Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____ of JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased, as Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of said Trusts.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Flora Louise Robinson Crosswell, as Manager of FRC ELT Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, and as Manager of FRC EAT1 Ranch LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability companies and general partnership.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Elaine Robinson Benton, as Manager of Robinson Benton, LLC, a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company and general partnership.

Notary Public, State of Texas

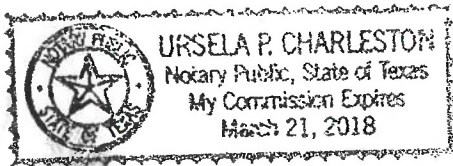
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16 day of March, 2018, by Kevin Bickert, Vice President of JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased, as Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of said Trusts.

[Signature]

Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by John Oscar Robinson, Manager and President of G.E. Robinson, LLC, a Texas limited liability company, the General Partner of GER 1999 Limited Partnership, a Texas limited partnership, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of March, 2018, by Carla Robinson Allen, Manager of Robinson Allen, L.L.C., a Texas limited liability company, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company and general partnership.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of March, 2018, by Flora Robinson Cospser, Manager of Robinson Cospser Management, L.L.C., a Texas limited liability company, General Partner of Robinson Cospser, Ltd., a Texas limited partnership, a General Partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.



[Signature]
Notary Public, State of Texas

Scott Bradley Robinson

Scott Bradley Robinson, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III

Date: 3/15/18

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15th day of March, 2018, by Scott Bradley Robinson, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A.H. Robinson, III and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III on behalf of said trusts.



[Signature]

Notary Public, State of Texas

Alfred Henry Robinson, IV

Alfred Henry Robinson, IV, Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III

Date: 3/14/18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of March, 2018, by Alfred Henry Robinson, IV, Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. One U/W/O A.H. Robinson, III and Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III, deceased, dated April 21, 2005.



[Signature]

Notary Public, State of Texas

Flora Louise Robinson Crosswell

Flora Louise Robinson Crosswell, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III

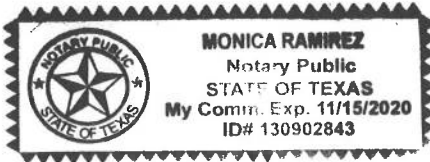
Date: 3-16-18

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 16th day of March, 2018, by Flora Louise Robinson Crosswell, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A.H. Robinson, III and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III.



Monica Ramirez

Notary Public, State of Texas

Elaine Robinson Benton

Elaine Robinson Benton, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III

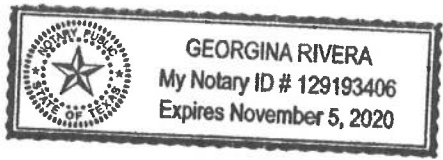
Date: 3/21/18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March, 2018, by Elaine Robinson Benton, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III.

[Signature]

Notary Public, State of Texas



Flora Robinson Coper

Flora Robinson Coper, Trustee of the Flora Robinson Coper Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Flora Robinson Coper Lifetime Trust

Date: 9.15.18

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15th day of MARCH, 2018, by Flora Robinson Coper, Trustee of the Flora Robinson Coper Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Flora Robinson Coper Lifetime Trust, on behalf of said trusts.



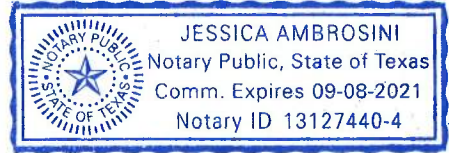
[Signature]
Notary Public, State of Texas

L. Tom Sliger EUP
L. Tom Sliger, ~~CFRA~~^{EUP} Vice President of Austin Trust Company, Co-Trustee of the Flora Robinson Cosper Lifetime Trust

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16 day of MARCH, 2018, by **L. Tom Sliger**, ~~CFRA~~^{EUP}, Vice President of Austin Trust Company, Co-Trustee of the Flora Robinson Cosper Lifetime Trust, on behalf of said trust.

[Signature]
Notary Public, State of Texas



Carla Robinson Allen

Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Carla Robinson Allen Lifetime Trust

Date: 0.20.18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of March, 2018, by Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Carla Robinson Allen Lifetime Trust, on behalf of said trusts.



[Signature]

Notary Public, State of Texas

Anton Allen

Anton Allen, Co-Trustee of the Carla Robinson Allen Lifetime Trust

Date: 3.20.18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of March, 2018, by Anton Allen, Co-Trustee of the Carla Robinson Allen Lifetime Trust on behalf of said trust.



[Signature]

Notary Public, State of Texas

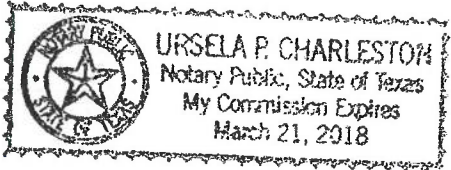
Kevin Bielert
VICE PRESIDENT

JPMorgan Chase Bank, N.A., Trustee of the
Thomas Scott Robinson Exempt Lifetime Trust
U/W/O A.H. Robinson, Jr. and sole Trustee of the
Thomas Scott Robinson Lifetime Trust

Date: 3-16-18

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16 day of March,
2018, by Kevin Bielert, vice President, JPMorgan Chase Bank, N.A.,
Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr. and
sole Trustee of the Thomas Scott Robinson Lifetime Trust



[Signature]
Notary Public, State of Texas

ACCEPTED AND AGREED TO BY:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2018 by _____, _____ of the Williamson County, Texas, a _____, on behalf of the County.

Notary Public, State of Texas

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY



BRUSHY CREEK REGIONAL TRAIL
Richard C Baker, A.H. Robinson III, & John Oscar Robinson
(Charlotte Robinson 1986 Family Trust)

EXHIBIT "B"
METES AND BOUNDS DEPICTION OF TRAIL EASEMENT AREA



FIELD NOTES
FOR

A 1.567 ACRE, OR 68,253 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMAINDER OF A CALLED 18.904 ACRE TRACT, AN UNDIVIDED 1.00% INTEREST DESCRIBED IN CONVEYANCE TO ROBINSON ASSOCIATES, 25.24% TO A.H. ROBINSON, JR., 12.62% TO GEORGE E. ROBINSON, 12.62% TO JOHN O. ROBINSON AND JAMES E. ROBINSON, CO-INDEPENDENT EXECUTORS OF THE ESTATE OF VIRGINIA E. ROBINSON, DECEASED, 16.84% TO FLORA ROBINSON KING, 3.84% TO ALFRED HENRY ROBINSON, III, 4.00% TO CARLA ROBINSON ALLEN, 4.00% TO TEXAS COMMERCE BANK-AUSTIN, N.A., TRUSTEE OF THE THOMAS SCOTT ROBINSON TRUST, 4.00% TO FLORENCE ROBINSON COSPER, 4.00% TO PATRICIA ROBINSON TYLER, 3.84% TO JOHN OSCAR ROBINSON, 4.00% TO JAMES ECKHARDT ROBINSON AND 4.00% TO SUE COCKE ROBINSON, INDEPENDENT EXECUTRIX OF THE ESTATE OF GEORGE E. ROBINSON, JR., DECEASED DESCRIBED IN CONVEYANCE TO AN UNDIVIDED 0.0275% INTEREST DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 1996, PAGES 197-214 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND AN UNDIVIDED 0.0275% INTEREST OF THE AFOREMENTIONED DEED DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 1.567 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at an iron rod with a cap marked "Baker Aicklen" found, an angle point in the east line of a called 1.363 acre tract recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, same being an angle point in the west line of said remainder of a called 18.904 acre tract;

THENCE N 20°22'51" E, with the east line of said called 1.363 acre tract, same being the west line of said remainder of a called 18.904 acre tract, a distance of 92.47 feet to an iron rod with a cap marked "Baker Aicklen" found, the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the east line of said called 1.363 acre tract, same being the west line of said remainder of a called 18.904 acre tract, the following two (2) courses and distances:

Austin San Antonio	A rectangular stamp with a thick black border. At the top, it says 'EXHIBIT' in bold. Below that, the number '18' is handwritten in a large, dark ink. A horizontal line is drawn below the number.	Professional Firm Registration #10028801
Transportation Water Resources		Worth Dallas
7800 Shoal Creek Blvd., Suite 220		Surveying Environmental
		3711 www.Pape-Dawson.com

1. N 08°23'49" W, a distance of 57.65 feet to an angle point, and
2. N 23°17'29" E, a distance of 1.68 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson", set an angle point in the east line of a Parkland, dedicated in the Bluffs at Oaklands Subdivision recorded in Cabinet L, Slide 128-129 of the Plat Records of Williamson County, Texas, same being the north corner of said called 1.363 acre tract, same being an angle point in the west line of said remainder of a called 18.904 acre tract;

THENCE N 69°26'01" E, continuing with the west line of said remainder of a called 18.904 acre tract, same being the east line of said Parkland, a distance of 16.33 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, an angle point in the south line of a called 12.448 acre tract recorded in Document No. 2008029796 of the Official Public Records of Williamson County, Texas, the northeast corner of said Parkland, same being the northwest corner of said remainder of a called 18.904 acre tract;

THENCE S 72°54'35" E, with the south line of said called 12.448 acre tract, same being the north line of said remainder of a called 18.904 acre tract, at a distance of 38.66 feet passing the southwest corner of Lot 3 of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, same being the southeast corner of said called 12.448 acre tract, continuing with the north line of said remainder of a called 18.904 acre tract, same being the south line of said Ledbetter Subdivision, for a total distance of 790.17 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, a point in the south line of Lot 5 of the said Ledbetter Subdivision, the northwest corner of Lot 4 of the Galler Subdivision recorded in Cabinet L, Slide 326 of the Plat Records of Williamson County, Texas, same being the northeast corner of said remainder of a called 18.904 acre tract;

THENCE S 06°06'40" W, departing the south line of said Lot 5, with the west line of said Lot 4, same being the east line of said remainder of a called 18.904 acre tract, a distance of 82.81 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE departing the west line of said Lot 4, through the interior of said remainder of a called 18.904 acre tract, the following eighteen (18) courses and distances:

1. N 71°28'24" W, a distance of 5.80 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
2. N 78°29'41" W, a distance of 188.05 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,





3. N 69°24'19" W, a distance of 15.33 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
4. N 73°34'30" W, a distance of 19.91 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
5. N 73°34'29" W, a distance of 1.54 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
6. N 73°32'05" W, a distance of 16.23 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
7. N 72°11'42" W, a distance of 16.81 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
8. N 72°11'42" W, a distance of 2.22 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
9. N 71°37'02" W, a distance of 122.93 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
10. N 66°31'20" W, a distance of 5.86 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
11. N 68°37'13" W, a distance of 107.64 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
12. N 68°37'13" W, a distance of 17.20 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
13. N 68°06'09" W, a distance of 1.81 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
14. N 66°14'02" W, a distance of 16.40 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
15. N 66°13'45" W, a distance of 90.10 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
16. N 66°14'31" W, a distance of 53.88 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,



17. N 68°31'38" W, a distance of 42.62 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
18. N 72°45'05" W, a distance of 72.47 feet to the **POINT OF BEGINNING** and containing 1.567 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2017
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R312211-ROBINSON.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 7800 SHILOH CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.464.8711
 TAKE YOUR INFORMATION AND TAKE IT FROM REGISTRATION #1000000000

PAPER-DAWSON ENGINEERS
 OWNER: CITY OF ROUND ROCK
 1.363 ACRES
 DOC. #2010030110 (O.P.R.)

J.M. HARRELL SURVEY
 ABSTRACT NO. 284

OWNER: (SEE SHEET 2)
 REMAINDER OF AN 18,904 ACRE TRACT
 VOL. 1998, P. 53, 197-214 (O.R.)
 DOC. #2002071335 (O.P.R.)

VARIABLE WIDTH WASTE WATER EASEMENT
 DOC. #2010034043 (O.P.R.)

SHEET 1 OF 2
 50867-00

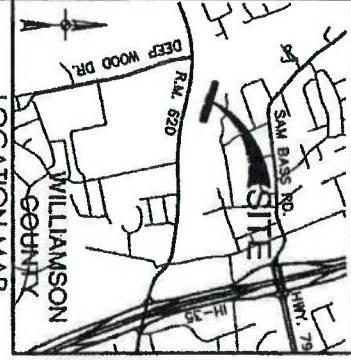
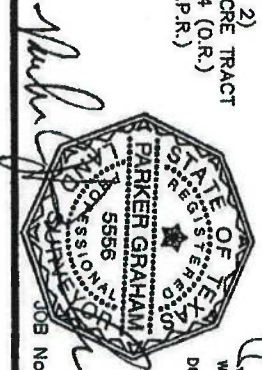
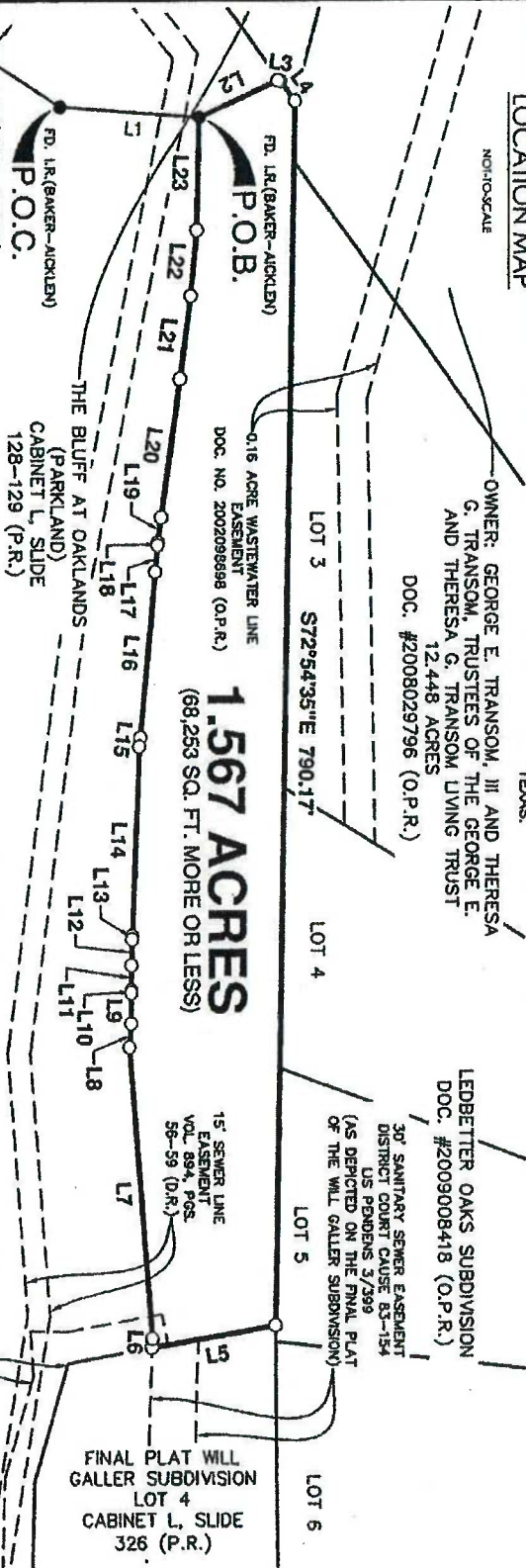
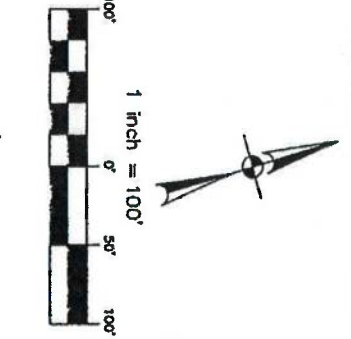
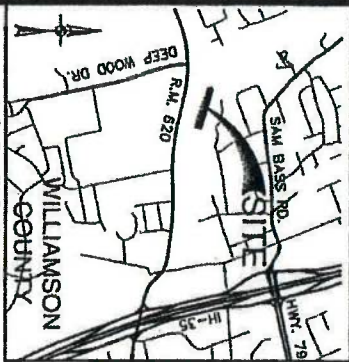


EXHIBIT OF

A 1,567 ACRE OR 68,253 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMAINDER OF A CALLED 18,904 ACRE TRACT, AN UNDIVIDED 1.00% INTEREST DESCRIBED IN CONVEYANCE TO ROBINSON ASSOCIATES, 28.24% TO A.H. ROBINSON, JR., 12.62% TO GEORGE E. ROBINSON, 12.62% TO JOHN O. ROBINSON AND JAMES E. ROBINSON, CO-INDEPENDENT EXECUTORS OF THE ESTATE OF VIRGINIA E. ROBINSON, DECEASED, 18.84% TO FLORA ROBINSON KING, 3.84% TO ALFRED HENRY ROBINSON, III, 4.00% TO CARLA ROBINSON ALLEN, 4.00% TO TEXAS COMMERCE BANK-AUSTIN, N.A., TRUSTEE OF THE THOMAS SCOTT ROBINSON TRUST, 4.00% TO FLORENCE ROBINSON COSPER, 4.00% TO PATRICK ROBINSON TYLER, 3.84% TO JOHN OSCAR ROBINSON, 4.00% TO JAMES ECKHARDT ROBINSON AND 4.00% TO SUE COCKE ROBINSON, INDEPENDENT EXECUTORS OF THE ESTATE OF GEORGE E. ROBINSON, JR., DECEASED DESCRIBED IN CONVEYANCE TO AN UNDIVIDED 0.0275% INTEREST DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 1998, PAGES 197-214 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND AN UNDIVIDED 0.0275% INTEREST OF THE FOREMENTIONED DEED DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.





AS-10-SCALE

AN UNDIVIDED 1.00% INTEREST DESCRIBED IN CONVEYANCE TO ROBINSON ASSOCIATES, 25.24% TO A.H. ROBINSON, JR., 12.62% TO GEORGE E. ROBINSON, 12.62% TO JOHN O. ROBINSON AND JAMES E. ROBINSON, CO-INDEPENDENT EXECUTORS OF THE ESTATE OF VIRGINIA E. ROBINSON, DECEASED, 16.84% TO FLORA ROBINSON KING, 3.94% TO ALFRED HENRY ROBINSON, III, 4.00% TO CARLA ROBINSON ALLEN, 4.00% TO TEXAS COMMERCE BANK-AUSTIN, N.A., TRUSTEE OF THE THOMAS SCOTT ROBINSON TRUST, 4.00% TO FLORENCE ROBINSON COSPER, 4.00% TO PATRICIA ROBINSON TILER, 3.84% TO JOHN OSCAR ROBINSON, 4.00% TO JAMES ECHARDT ROBINSON AND 4.00% TO SUE COCKE ROBINSON, INDEPENDENT EXECUTRIX OF THE ESTATE OF GEORGE E. ROBINSON, JR., DECEASED DESCRIBED IN CONVEYANCE TO AN UNDIVIDED 0.0275% INTEREST DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 1996, PAGES 197-214 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNERSHIP INFO:

AN UNDIVIDED 0.0275% INTEREST DESCRIBED IN CONVEYANCE TO RICHARD C. BAKER, A.H. ROBINSON, III, AND JOHN OSCAR ROBINSON, CO-TRUSTEES OF THE CHARLOTTE ROBINSON 1986 FAMILY TRUST IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- F.D. FOUND
- I.P. IRON P.O.D.

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 201000.

LINE TABLE

LINE	BEARING	LENGTH
L1	N20°22'51"E	92.47'
L2	N08°23'49"W	57.65'
L3	N23°7'29"E	1.66'
L4	N69°26'01"E	16.33'
L5	S06°06'40"W	82.81'
L6	N71°28'24"W	5.80'
L7	N78°29'41"W	188.05'
L8	N69°24'19"W	15.33'
L9	N73°34'30"W	19.91'
L10	N73°34'29"W	1.54'
L11	N73°32'05"W	16.23'
L12	N72°11'42"W	16.81'

LINE TABLE

LINE	BEARING	LENGTH
L13	N72°11'42"W	2.22'
L14	N71°37'02"W	122.93'
L15	N63°1'20"W	5.86'
L16	N68°37'13"W	107.64'
L17	N68°37'13"W	17.20'
L18	N68°06'09"W	1.81'
L19	N61°4'02"W	16.40'
L20	N61°3'45"W	90.10'
L21	N61°4'31"W	53.88'
L22	N68°31'38"W	42.62'
L23	N72°45'05"W	72.47'



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7800 BLOOM CREEK BLVD, STE 220 W | AUSTIN, TX 78797 | 512.451.8711
WWW.PAPE-DAWSON.COM | INFO@PAPE-DAWSON.COM | 40995901

Date: Jun 09, 2017, 11:58am User: Dr. Sherrill
File: K:\Survey\Civil\Volume7-2017\Final\Volume V31221-1-098NSDK.dwg

MAY 26, 2017

JOB No.:

SHEET 2 OF 2
50867-00

EXHIBIT "C"

SPECIAL CONDITIONS TO ENTRY

A list of contact people, including the Project Manager and Contractor that will be provided prior to entry on the Property.

All posted safety rules will be obeyed.

All applicable MSHA and OSHA standards and all other legal requirements will be complied with.

Any damage to any existing fencing or gates will be repaired at Contractor's expense.

No leaks of fuels or pollutants will be acceptable. Contractor is responsible for any environmental cleanup necessary due to their use of the Property.

NO HUNTING OR FISHING ALLOWED. Firearms will not be allowed on the Property at any time. We reserve the right to search any vehicle on Property for firearms.

Do not leave paper cups, plates, ice bags, trash, etc. on the Property.

If access to the Property is for studies, surveying or other reporting purposes, Landowners will be provided a written report of findings.

Persons entering the Property will be limited strictly to the area boundaries; anyone found outside those boundaries will be considered to be trespassing.

Gates must be kept locked and left as found. Interior gates that are closed will be left closed, and open gates will be left open.

It is understood that a Certificate of Insurance must be provided before entry onto the Property. This constitutes notification that deer hunting occurs on and adjacent to the Property during deer season and dove hunting occurs on and adjacent to the Property during dove season. Any person entering the Property will take necessary precautions.

County agrees that these conditions will be made known to all persons entering the Property.

Signature of County

Date

Commissioners Court - Regular Session

24.

Meeting Date: 04/03/2018

CAHFC Hills at Leander

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Hills at Leander Apartments Project) Series 2018.

Background

This certificate is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CAHFC Letter and Certifs

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Hal Hawes
Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 08:25 AM
Started On: 03/26/2018 05:12 PM



March 23, 2018

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Hills at Leander Apartments), Series 2018

Dear Judge Gattis:

The Capital Area Housing Finance Corporation (the "*Corporation*") intends to issue the above captioned Bonds in an aggregate principal amount not to exceed \$20,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are three (3) copies of the (i) General and No Litigation Certificate (the "*General Certificate*") and (ii) Certificate of Approval (the "*Approval*") for execution by you as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Code requires that you, as the chief elected executive officer of the County of Williamson and "applicable elected representative" thereof, approve the issuance of



the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on February 14, 2018, at the Cedar Park Recreational Center (the “*Public Hearing*”). A notice for the Public Hearing was published in the *Austin American-Statesman* on January 29, 2018 and the *Hill Country News* on February 1, 2018. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute all three (3) signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, April 20, 2018.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Greg Boatright, Capital Area HFC Board Member for Williamson County
Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Hills at Leander Apartments), Series 2018" issued in one or more series in an aggregate principal amount not to exceed \$20,000,000 (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The officers and directors of the Corporation are currently as follows:

NAME	OFFICE
Greg Boatright	President
Mark A. Mayfield	Vice-President
Jim Wither	Secretary
Judge Ken Schawe	Director
Judge Edward Janecka	Director
Randy Leifeste	Director
Ryan Thomason	Director
Commissioner Mark Jones	Director
Commissioner Maurice Pitts, Jr.	Director
Commissioner James Sultemeier	Director

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the

issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Dan A. Gattis

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

**CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of a series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation in an aggregate face amount of not more than \$20,000,000 (Hills at Leander Apartments) (the “*Bonds*”). The Bonds will be issued for the benefit of Hills at Leander, LP, or an affiliate thereof (the “*Borrower*”), in connection with the construction of an approximately 228-unit multifamily development located at Southbound 183A Toll Road at Merrill Drive, Leander, Texas 78641 (the “*Development*”). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that a wholly-owned affiliate of the Corporation will be the general partner of the Borrower.

A public hearing was held on behalf of Williamson County, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the “applicable elected representative” of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Capital Area Housing Finance Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

Dan A. Gattis, County Judge
Williamson County, Texas

Dated: _____, 2018

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Hills at Leander Apartments), Series 2018 to be issued in a principal amount not to exceed \$20,000,000 (the "*Bonds*") for the benefit of Hills at Leander, LP, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 228-unit multifamily development located at Southbound 183A Toll Road at Merrill Drive in Leander, Texas 78641 (the "*Development*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on February 14, 2018, at 5:00 p.m. at the Cedar Park Recreational Center, San Gabriel Room, 1435 Main Street, Cedar Park, Texas 78613, in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

5. That a copy of the Affidavits of Publication of Notice of Public Hearing are set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 21st day of March, 2018.


James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the "Issuer") at Cedar Park Recreational Center, San Gabriel Room, 1435 Main Street, Cedar Park, Texas 78613, on February 14, 2018, beginning at 5:00 p.m.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$20,000,000 of its Multifamily Housing Revenue Bonds (Hills at Leander Apartments), Series 2018 (the "Bonds") in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notices of Public Hearing published in the *Austin American-Statesman* on January 29, 2018 and in the *Hill Country News* on February 1, 2018 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of the Hills at Leander Apartments (the "Development"), located within the geographic limits of Williamson County, Texas, by Hills at Leander, LP, or an affiliate thereof (the "Borrower").

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the "Hearing Officer"), M. John Trofa, general counsel to the Issuer and Ina Spokas of KCG Development, LLC.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 5:30 p.m.

EXHIBIT B

AFFIDAVITS OF PUBLICATION OF NOTICE OF PUBLIC HEARING



Austin American-Statesman austin360 | a hora sí

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Alejandro Cado, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: Chapman & Cutler LLP, first date of publication 01/29/2018, last date of publication 01/29/2018, published 1 time(s), and that the attached is a true copy of said advertisement.

CHAPMAN & CUTLER LLP
111 WEST MONROE ST
CHICAGO, IL 60603

Invoice/Order Number:	0000297116
Ad Cost:	\$792.80
Paid:	\$792.80
Balance Due:	\$0.00

Signed _____

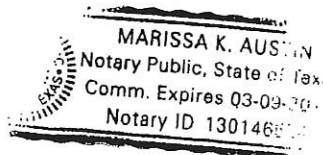

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 5th day of February, 2018 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____


(Notary)

Please see Ad on following page(s).



Invoice/Order Number: 0000297116
Ad Cost: \$792.80
Paid: \$792.80
Balance Due: \$0.00

**CAPITAL AREA HOUSING
FINANCE CORPORATION
NOTICE OF PUBLIC HEARING**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing at 5:00 p.m. on Wednesday, February 14, 2018, at the Cedar Park Recreational Center, San Gabriel Room, 1435 Main Street, Cedar Park, Texas 78613. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$20,000,000. The Bonds will be issued for the benefit of Hills at Leander, LP or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily senior housing development to be located at Southbound 183A Toll Road at Merrill Drive, Leander, Texas 78641 and consisting of approximately 228 units (the "Development"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower or an affiliate thereof. Further, it is anticipated that a wholly-owned affiliate of the Corporation will be the general partner of the Borrower.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

1-29/2018
0000297116-01

PUBLISHER'S AFFIDAVIT

HILL COUNTRY NEWS

State of Texas

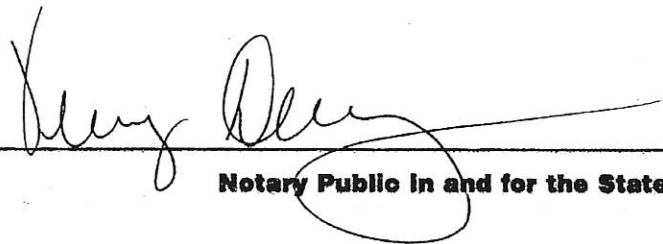
County of Williamson

BEFORE ME, THE UNDERSIGNED AUTHORITY, this day personally appeared Scott Coleman and after being by me duly sworn, says that he is the publisher of the Hill Country News, a newspaper published in Williamson & Travis Counties, Texas, and that the Notice, a copy of which is hereto attached, was published in said newspaper on the following dates:

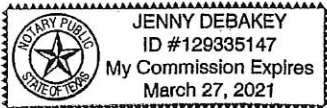
February 1 A.D. 20 18



SUBSCRIBED & SWORN TO before me, this the 7th day of March A.D. 20 18



Notary Public in and for the State of Texas



PUBLIC NOTICES

Public Notice

Moving and Storage here-
office of Public Sale. This
e held on Monday Feb-
2018 beginning at 11:00
che Moving and Storage
250 N Bagdad Road Le-
78641. This sale is being
atisfy the monies severely
for the clients non-pay-
nd/or abandonment of
d items. Everything sold
sed "as is" "where is" for
ache Moving and Storage
the right to set a minimum
se any bid, or to cancel any
ale that is advertised.

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8-25. Visit sarodeo.com for the entertainment
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uation: 806-620-1422, LoboMineralsLLC@
m. Lobo Minerals, LLC, PO Box 1800, Lub-
79408-1800.

TRUCK DRIVERS

Drive-Away Inc. Looking for CDL A or
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keep logs. No DUIs in the
online at www.

Lonman Ford (2017)
School Subdivision Replat).

All interested persons are invited to attend.

CAPITAL AREA HOUSING FINANCE CORPORATION NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing at 5:00 p.m. on Wednesday, February 14, 2018, at the Cedar Park Recreational Center, San Gabriel Room, 1435 Main Street, Cedar Park, Texas 78613. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$20,000,000. The Bonds will be issued for the benefit of Hills at Leander, LP or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily senior housing development to be located at Southbound 183A Toll Road at Merrill Drive, Leander, Texas 78641 and consisting of approximately 228 units (the "Development"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower or an affiliate thereof. Further, it is anticipated that a wholly-owned affiliate of the Corporation will be the general partner of the Borrower.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746. Attention: James E. Shaw at (512) 347-9953.

Commissioners Court - Regular Session

25.

Meeting Date: 04/03/2018

Salary Study Review

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss the results of the review of the Salary Study policy and processes, conducted by the Korn Ferry HayGroup.

Background

The salary study policy and processes were reviewed by the Korn Ferry HayGroup, an outside consultant, to determine the adherence to general industry standards and best practices.

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: Tara Raymore

Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 04:45 PM

Started On: 03/27/2018 01:15 PM

Commissioners Court - Regular Session

26.

Meeting Date: 04/03/2018

Comp Items

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

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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Attachments

Merit

LIT

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:50 AM

Started On: 03/28/2018 08:41 AM

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Pay Proposal Reason	Effective_Date of Change
Information Systems	System Support Spec II.0962.001100	12324	\$50,255.71	\$753.83	1.50	\$51,009.55	MERIT	23-Mar-18
County Clerk Judicial	Deputy County Clerk I.0672.001100	14139	\$32,847.26	\$328.47	1.00	\$33,175.73	MERIT	6-Apr-18
Elections	Deputy EA.0766.001100.	11546	\$59,085.00	\$2,363.40	4.00	\$61,448.40	MERIT	6-Apr-18
Juvenile Grant	Juv Prob Ofcr 1 Grant.1024.001100	14400	\$39,390.05	\$1,969.51	5.00	\$41,359.55	MERIT	23-Mar-18

entity	fund	dept	object	(TO)	(FROM)
				dr	cr
01	0100	0503	001100	753.83	
01	0100	0503	001130		753.83
01	0100	0404	001100	328.47	
01	0100	0404	002010	25.12	
01	0100	0404	002020	45.78	
01	0100	8002	001130		328.47
01	0100	8002	002010		25.12
01	0100	8002	002020		45.78
01	0100	0492	001100	2363.40	
01	0100	0492	001130		2363.40
01	0100	0576	001100	1969.51	
01	0100	0576	001130		1969.51

Commissioners Court - Regular Session

27.

Meeting Date: 04/03/2018

Discuss, consider and take appropriate action regarding policy determining which fires warrant investigation by the county fire marshal

Submitted For: Marty Herrin

Submitted By: Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding policy determining which fires warrant investigation by the county fire marshal in the unincorporated areas within the county, pursuant to Tex. Loc. Gov't Code. § 352.013(b).

Background

Please see the attached Local Govt. Code and Williamson County Fire Marshal Investigation Policy (proposed) documents.

Fiscal Impact

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

Attachments

Local Govt. Code

Fire Investigation Policy

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kelly Luna
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 08:50 AM
Started On: 03/21/2018 05:57 PM

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.

(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.013. INVESTIGATION OF FIRES. (a) The county fire marshal shall:

(1) investigate the cause, origin, and circumstances of fires that occur within the county but outside the municipalities in the county and that destroy or damage property or cause injury; and

(2) determine whether a fire was the result of negligent or intentional conduct.

(b) The commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal. The county fire marshal shall begin an investigation within 24 hours after the receipt of information regarding a fire that warrants investigation under commissioners court rules and procedures. The 24-hour period does not include a Sunday.

(c) In the performance of official duties, the county fire marshal, at any time of day, may enter and examine a structure where a fire has occurred and may examine adjacent premises.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.014. RECORD OF INVESTIGATION. The county fire marshal shall keep a record of each fire that the marshal is required to investigate. The record must include the facts, statistics, and circumstances determined by the investigation, including the origin of the fire and the estimated amount of the loss. Each fire department and state or local agency that provides emergency medical services must submit reports requested by the county fire marshal in a timely manner.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1248, Sec. 64, eff. Sept. 1, 1989; Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.015. ARSON INVESTIGATION. (a) If the county fire marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the marshal may:

(1) subpoena witnesses to testify regarding the fire or attempt; (2) administer oaths to the witnesses;

(3) take and preserve written statements, affidavits, and depositions; and

(4) require the production of an instrument that is pertinent to the investigation.

(b) The county fire marshal shall file in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or any other crime against a person the marshal believes to be guilty. (c) The county fire marshal shall file charges under Section 352.021 in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.016. INSPECTION OR REVIEW OF PLAN FOR FIRE OR LIFE SAFETY HAZARDS. (a) In this section, "fire or life safety hazard" means any condition that endangers the safety of a structure or its occupants and promotes or causes fire or combustion, including:

- (1) the presence of a flammable substance;
- (2) a dangerous or dilapidated wall, ceiling, or other structural element;
- (3) improper electrical components, heating, or other building services or facilities;
- (4) the presence of a dangerous chimney, flue, pipe, main, or stove, or of dangerous wiring;
- (5) dangerous storage, including storage or use of hazardous substances; or
- (6) inappropriate means of egress, fire protection, or other fire-related safeguard.

(b) In the interest of safety and fire prevention, the county fire marshal may inspect for fire or life safety hazards any structure,

appurtenance, fixture, or real property located within 500 feet of a structure, appurtenance, or fixture. The marshal shall inspect a structure for fire or life safety hazards if called on to do so. In the absence of a county fire code, the county fire marshal may conduct an inspection using any nationally recognized code or standard adopted by the state. If the marshal determines

the presence of a fire or life safety hazard, the marshal may order the owner or occupant of the premises to correct the hazardous situation. If ordered to do so, an owner or occupant shall correct the hazardous situation in accordance with the order.

(b-1) In the interest of safety and fire prevention, the county fire marshal shall, if required, and may, if requested, review the plans of a business, single-family residence, multi-family dwelling, or commercial property for fire or life safety hazards.

(c) The commissioners court by order may authorize the county fire marshal to charge a fee to the owner of a business, a multi-family dwelling, or commercial property for a plan review or inspection conducted under this section in a reasonable amount determined by the commissioners court to cover the cost of the plan review or inspection.

(d) The commissioners court by order may authorize the county fire marshal to charge a fee to the owner of a single-family residence for a plan review or inspection conducted under this section in a reasonable amount determined by the commissioners court to cover the cost of the plan review or inspection, if the plan review or inspection is requested by the owner of the property.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 358, Sec. 1, eff. June 14, 1989; Acts 1989, 71st Leg., ch. 760, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 851, Sec. 1, eff. Sept. 1, 1991; Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.017. PRIVACY OF EXAMINATIONS; SERVICE OF PROCESS. (a) In a proceeding under this subchapter, the county fire marshal may:

- (1) conduct an investigation or examination in private;
- (2) exclude a person who is not under examination; and
- (3) separate witnesses from each other until each witness is examined.

(b) Service of process required by this subchapter shall be made by a peace officer and shall be signed by the county fire marshal or the fire marshal's deputy.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 2, eff. Sept. 1, 2003.

Sec. 352.018. EFFECT ON CIVIL ACTIONS. (a) An action taken by a county fire marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire.

(b) The result of an investigation by the county fire marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy.

(c) The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the county fire marshal or his representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.019. COOPERATION WITH OTHER FIRE PROTECTION AGENCIES. (a) The county fire marshal shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.

(b) The county fire marshal shall coordinate the work of the various fire-fighting and fire prevention units in the county. On request, the county fire marshal may assist a rural fire prevention district or emergency services district located wholly or partially in the county to accomplish its powers and duties.

(b-1) If the commissioners court establishes procedures for firefighter certification under Subsection (b), the commissioners court must ensure that the procedures are at least as stringent as the minimum qualifications set by the Texas Commission on Fire Protection under Section 419.032, Government Code. This subsection does not apply to a volunteer firefighter as defined by Section 419.001, Government Code.

(c) The county fire marshal or the county fire marshal's designee may perform as the incident commander in a major event if the incident commander of the responsible fire department consents. The county fire marshal may not enforce orders and decrees within a municipality in the county unless specifically required to do so by interlocal agreement and may act in a cooperative and advisory capacity there only on request.

(d) The county fire marshal shall cooperate with the state fire marshal to conduct fire prevention and fire-fighting activities or postfire investigations. The county fire marshal shall aid or conduct an investigation in a municipality if requested by the state fire marshal, the municipality, or the fire chief of the municipality.

(e) A county commissioners court may authorize the fire marshal to provide training programs and operate a training facility for the various fire-fighting and fire prevention units in the county. The county may establish and collect a reasonable fee for the training programs, use of the facility, and services provided by the facility.

(f) The commissioners court and county fire marshal may jointly adopt voluntary guidelines, including voluntary funding guidelines, for fire departments located in unincorporated areas of the county, including fire departments located within rural fire prevention districts or emergency services districts, regarding participation in the Texas Fire Incident Reporting System (TXFIRS) or the National Fire Incident Reporting System (NFIRS), or both. The commissioners court may establish model procedures for voluntary use by the various fire departments in the county with respect to:

(1) emergency incident management; (2) firefighter certification; and (3) automatic mutual aid.

(g) If a commissioners court authorizes a fire marshal to provide training programs and operate a training facility under Subsection (e), the fire marshal must ensure that the training programs and operation of the training facility are at least as stringent as the minimum qualifications set by the Texas Commission on Fire Protection under Section 419.032, Government Code. This subsection does not apply to a volunteer firefighter as defined by Section 419.001, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 3, eff. Sept. 1, 2003.

Sec. 352.020. LIABILITY. The county fire marshal and the assistants and employees of the office are not liable in damages for any acts or omissions in the performance of their duties except in cases of gross negligence or wilful malfeasance.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 352.021. CONTEMPT OF FIRE INVESTIGATION PROCEEDINGS. (a) A person commits an offense if the person is a witness in connection with an investigation under Section 352.015 and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

(a-1) A person commits an offense if the person is the owner of property subject to an investigation under Section 352.015 and the person refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

(b) An offense under this section is a misdemeanor punishable by a fine of not more than \$2,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 4, eff. Sept. 1, 2003. Amended by: Acts 2005, 79th Leg., Ch. [960](#), Sec. 2, eff. September 1, 2005.

Sec. 352.022. PENALTY FOR FAILURE TO COMPLY WITH ORDER. An owner or occupant who is subject to an order issued under Section 352.016 commits an offense if that person fails to comply with the order. Each refusal to comply is a separate offense. The offense is a Class B misdemeanor unless it is shown on the trial of the offense that the defendant has been previously convicted two or more times under this section, in which event the offense is a state jail felony.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 5, eff. Sept. 1, 2003.

Sec. 352.023. EXEMPTION. This subchapter does not apply to a state agency that is authorized to prevent and extinguish forest and grass fires.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

**Williamson County
Fire Marshal's Office**

**911 Tracy Chambers Lane
Georgetown, TX 78626**

**Investigation
Rules and Procedures**

Williamson County Fire Marshal's Office

Fire / Explosion Investigation Rules and Procedures

Purpose: This document will determine which fires and explosions warrant investigation by the Williamson County Fire Marshal's Office ("WCFMO").

Scope: These procedures apply to all unincorporated areas of Williamson County, and to investigations conducted by request in incorporated areas of Williamson County.

Effective Date: These procedures take effect immediately upon approval by The Williamson County Commissioner's Court.

Amendments: From time to time, these rules and procedures may be amended by a majority vote of the Williamson County Commissioner's Court.

Procedure:

1.01 Fire / Explosion Investigation

The WCFMO will investigate the origin and cause of fires and explosions meeting the following criteria that occur within the county, but outside the municipalities in the county. In addition, the WCFMO may aid and conduct investigations inside municipalities located within Williamson County at the request of the Municipality, State Fire Marshal's Office, or local Fire Chief provided the WCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the WCFMO.

- 1. Structure Fires:** Buildings, Residences, etc. - The WCFMO will investigate all fires and explosions involving structures with the estimated dollar loss from fire, smoke, heat, or water damage exceeds \$5000.
- 2. Vehicle Fires:** The WCFMO will only investigate fires involving vehicles when requested to do so by Authority having Jurisdiction.

3. **Explosions:** The WCFMO will investigate the origin and cause surrounding any explosions that cause property damage or injury.
4. **Injuries/Death:** The WCFMO will investigate any fires that caused any bodily injury or death of a firefighter while in the performance of his/her duties. The WCFMO will investigate any fire that causes bodily injury that requires transport to a hospital or results in death to any civilians.
5. **Public Property:** The WCFMO will investigate any fire or explosion involving property owned or operated by a Public Official or Government Agency.
6. **Hazardous Materials Incidents:** The WCFMO will investigate any fire where the officer in charge determines an in-depth investigation into the incident is necessary to determine causative factors and responsibility.
7. **YOUTH (to include all youths under the age of 17) FIRE-SETTER:** -The WCFMO will investigate any fire where suspected that was caused by Youth Fire Setter or playing with fire, no matter what dollar value.
8. **Other Fires:** The WCFMO will investigate fires causing property damage in excess of \$5000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.
9. **Outside Fires:** Any significant outdoor fire causing property damage in excess of \$5000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.

1.02 Investigation of Fires

For investigations the WCFMO conducts pursuant to these rules and procedures, the WCFMO shall begin an investigation within 24 hours after the receipt of information regarding a fire. This 24-hour period does not include a Sunday.

In the performance of official duties, the County Fire Marshal or a Deputy/Assistant Fire Marshal, at any time of day, may enter and examine a structure where a fire has occurred, and may examine adjacent premises.

1.03 Additional Statutory Authority:

State Law, specifically Texas Local Government Code, Chapter 352.014 requires the County Fire Marshal to keep a record of each fire that the marshal is required to investigate. The record must include the facts, statistics, and circumstances determined by the investigation, including the origin of the fire and the estimated amount of the loss. Under the same chapter, each fire department and state or local agency that provides emergency medical services must submit reports requested by the County Fire Marshal in a timely manner.

Under Section 352.015, if the County Fire Marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the marshal may:

- Subpoena witnesses to testify regarding the fire or attempt;
- Administer oaths to the witnesses;
- Take and preserve written statements, affidavits, and depositions; and
- Require the production of an instrument that is pertinent to the investigation.

The County Fire Marshal shall also:

- File in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or any other crime against a person the marshal believes to be guilty.
- File charges under Section 352.021 in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

1.04 Effect on Civil Actions

An action taken by a County Fire Marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire. The result of an investigation by the County Fire Marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy. The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the County Fire Marshal or his representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

1.05 Cooperation with Other Fire Protection Agencies (fire investigation)

The County Fire Marshal shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion. The County Fire Marshal shall cooperate with the State Fire Marshal to conduct fire prevention and fire-fighting activities or post fire investigations. The County Fire Marshal may aid or conduct an investigation in a municipality if requested by the state fire marshal, the municipality, or the fire chief of the municipality provided the WCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the WCFMO.

1.06 Limited Liability

Under Section 352.021, the County Fire Marshal and the assistants and employees of the office are not liable in damages for any acts or omissions in the performance of their duties except in cases of gross negligence or willful malfeasance.

1.07 Penalties for contempt of a fire investigation proceedings

As provided in Texas Local Government Code §§ 352.022, a person “commits an offense if the person is a witness in connection with an investigation under Section 352.015 and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

An offense under this section is a misdemeanor punishable by a fine of not more than \$2,000.

Commissioners Court - Regular Session

28.

Meeting Date: 04/03/2018

Taylor Heritage Square Park

Submitted For: Larry Madsen

Submitted By: Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a funding application from the City of Taylor, TX for \$100,000 of funding from the Williamson County Community Recreation Facility Fund for a full upgrade and remodel of Heritage Square Park.

Background

The City of Taylor has submitted the information required by the Williamson County Community Recreational Fund Policy. Such information has been attached to this item as an attachment along with a copy of the Williamson County Community Recreation Facility Fund. These funds are being requested to help with construction costs of the major elements of the park.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Taylor Park Rec Fund Policy

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julia Cooper
Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 04:45 PM
Started On: 03/12/2018 09:45 AM

Williamson County Community Recreational Facility Fund Policy

PURPOSE

The purpose of this Williamson County Community Recreational Facility Fund Policy is to provide guidelines and regulations relating to the distribution of funds from the Williamson County Community Recreational Facility Fund which was established by Williamson County through collections of fees at the Williamson County Landfill.

LEGAL CONSIDERATIONS

The Texas Constitution bars a transfer of county funds to a private entity unless the transfer serves a public purpose of the county and the transfer is subject to adequate controls, contractual or otherwise, to ensure that the public purpose is accomplished. This Policy has been created to ensure that funds from the Williamson County Community Recreational Facility Fund Policy are transferred and used to serve a public purpose of Williamson County and to ensure that adequate controls, as set out herein and as may be further required by the Williamson County Commissioners Court, are in place in order to ensure that the public purpose is accomplished.

FUNDING POLICY

1. Request for Funding.

Community organizations, groups and individuals may submit to Williamson County a request for funding of the construction, improvement or remodel of community recreational facilities located in Williamson County. Such request for funding must provide and include the following:

- a. The name of the community recreational facility subject of the request.
- b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.
- c. The amount of funding that is requested.
- d. A description of the current and future public purposes and public uses of the community recreational facility.
- e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties for the purpose of making a business profit.

- f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.
- g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.
- h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.
- i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

2. Consideration of Request for Funding.

Once the funding request is submitted to Williamson County, the request will be placed on the Williamson County Commissioners Court's agenda for consideration.

In the event the members of the Williamson County Commissioners Court determines that the requested funding of the construction, improvement or remodel of a specific community recreational facility will serve a public purpose of Williamson County, the members of the Williamson County Commissioners Court will set the specific amount of funding to be granted.

The Williamson County Commissioners Court may also set out additional controls, contractual or otherwise, to ensure that the public purpose of the funding is accomplished. No funds shall be distributed until which time any additional controls have been satisfied.

3. Right to Audit.

Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after the final disbursement of funds to a community organization, group or individual(s) under this Policy, have access to and the right to examine and photocopy any and all books, documents, papers and records of the community organization, group or individual(s) which are directly pertinent to its expenditure of funds from the Williamson County Community Recreational Facility Fund for the purposes of making audits, examinations, excerpts, and transcriptions. By accepting funds from the Williamson County Community Recreational Facility Fund, the community organization, group or individual(s) agrees that Williamson County shall have access during normal working hours to all of its facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County will give reasonable advance notice of intended audits.

4. Suspension or Termination of Funding.

The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any transfers of any funds from the Williamson County Community Recreational Facility Fund to a particular organization, group or individual should Williamson County determine that such organization, group or individual is not using the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy.

5. Reimbursement.

In the event Williamson County determines that an organization, group or individual(s) has not used the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy, the organization, group or individual must, upon Williamson County's notice and demand, immediately return all funds that were previously transferred to the organization, group or individual.

6. Presentation.

Upon the completion of the construction, improvement or remodel of a funded community recreational facility project, the community organization, group or individual(s) that was granted the funding must provide, at the request of the Williamson County Commissioners Court, a report and presentation to the Court which sets forth an overview of the completed project and a description of the items purchased, constructed and/or developed through the use of the funds.

This Williamson County Community Recreational Facility Fund Policy was considered and approved in a duly called session of the Commissioners' Court of Williamson County, Texas, on _____, 20____.

Williamson County, Texas

By: -----
Dan A. Gattis,
Williamson County Judge

Date: _____, 20__

ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, on behalf of myself and the organization, group or individual(s) named below, hereby acknowledge and understand the terms and conditions of the Williamson County Community Recreational Facility Fund Policy and hereby agree to comply with all such terms and conditions of the said Policy.

Name of Organization: City of Taylor

Name of Community Recreational Facility: Heritage Square Park

By: 

Printed Name: Isaac D. Turner _____

Title: City Manager _____

Date: 2/16/18 _____

Williamson County Community Recreational Facility Fund Policy

I. Funding Policy

- a. The name of the community recreational facility subject of the request.

The funds are being requested by the City of Taylor, for use in Heritage Square Park, located at 400 Main St in Taylor, Texas.

- b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.

The recreational facility is controlled and maintained by the City of Taylor, Parks and Recreation Department.

- c. The amount of funding that is requested.

The City of Taylor is requesting \$100,000 (one-hundred thousand dollars).

- d. A description of the current and future public purposes and public uses of the community recreational facility.

Currently, the Heritage Square Park facility is a City Park in downtown, Taylor Texas. The Park is used for public gatherings and events, such as the annual Blackland Prairie Festival, held each May. The Park is also used for the 911 Memorial Commemoration, Movies in the Park, and other community activities. The Park is also available for public use at any time for picnics, walking or just relaxing. The Park is used daily by the students of the Taylor Early Legacy School, which is located next to the Park. Additionally, the park is converted each winter into a showcase of holiday lighting, provided by local donors to from the community and free to the public.

In the future, the City of Taylor will focus on drawing more families and visitors into the Taylor downtown with a beautifully renovated park. Additional events will be programmed as well, such as Concerts on the Park, additional holiday events and more.

These events reflect the community of Taylor, while honoring our past. Many of these types of events have been held in the Park since the early 1900's.

- e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties of the purpose of making a business profit.

The City of Taylor has strict policies and ordinances that prohibit the use of public property for profit or personal gain. Any use of the facility by a private party or organization must submit a detailed Special Event Permit, so that City staff can monitor and regulate the park for appropriate use. Special consideration is given to organizations that serve a public purpose or would like to use the facility for a public event.

- f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.

The planned construction of the facility will include a full upgrade and remodel of Heritage Square Park. Plans include the installation of a splash pad, amphitheater, garden area, farmer's market pavilion children's play area, a new entrance to the park with plaques and signage, new sidewalks and seat walls. A conceptual plan, approved by the Taylor City Council, is attached.

- g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.

The funding, if provided, will be used towards construction costs of the major elements of the park. This will allow for additional park elements to be constructed or upgraded. Current City funds towards the project include Certificates of Obligation and grant funding from Texas Parks and Wildlife. Please see the budget breakdown:

Budget – Heritage Square Park Reconstruction	
Park Elements	Soft Costs, Flat Work, Utilities
\$2,005,945	\$1,800,000
Total Budget	\$3,805,945

If funding is awarded through this application, the provided funds will be allocated into the construction of the park elements, thus providing the greatest impact on the public use of the park.

- h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.

Through the construction of elements in the Park such as a splash pad or amphitheater, a renewed community asset will be created in Taylor's downtown and the City will provide additional recreational opportunities. This creates new amenities for the community of Taylor to enjoy at no cost. The development and reconstruction of the Park is a true public benefit, in that it provides new, direct recreational opportunities to the community of Taylor as well as visitors from throughout Williamson County. The Park will indirectly benefit Taylor and the County through increased activity in the community, including not only the public park, but the local businesses, restaurants and other sites throughout the City and County.

- i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

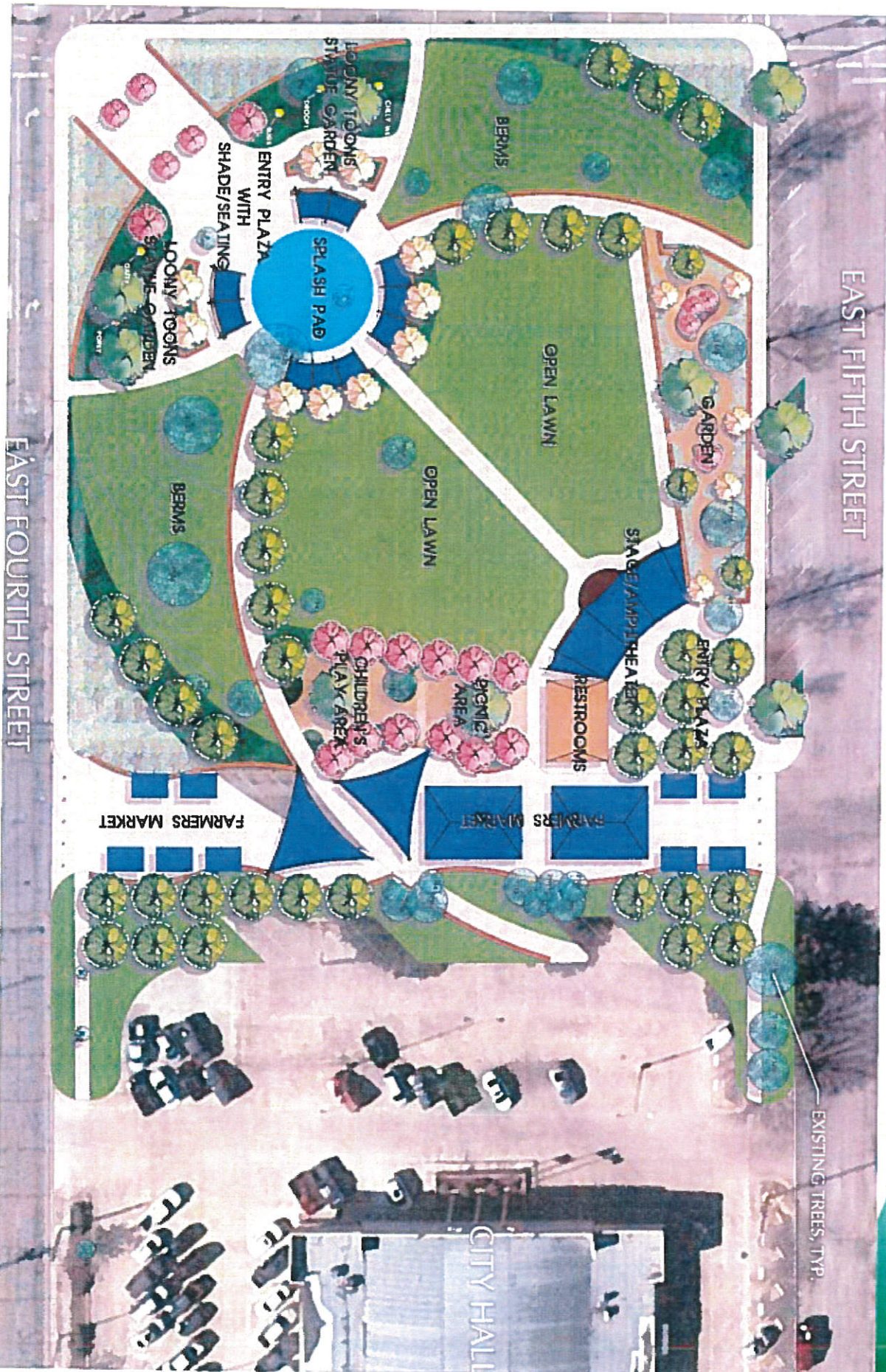
See signed last page of the Policy

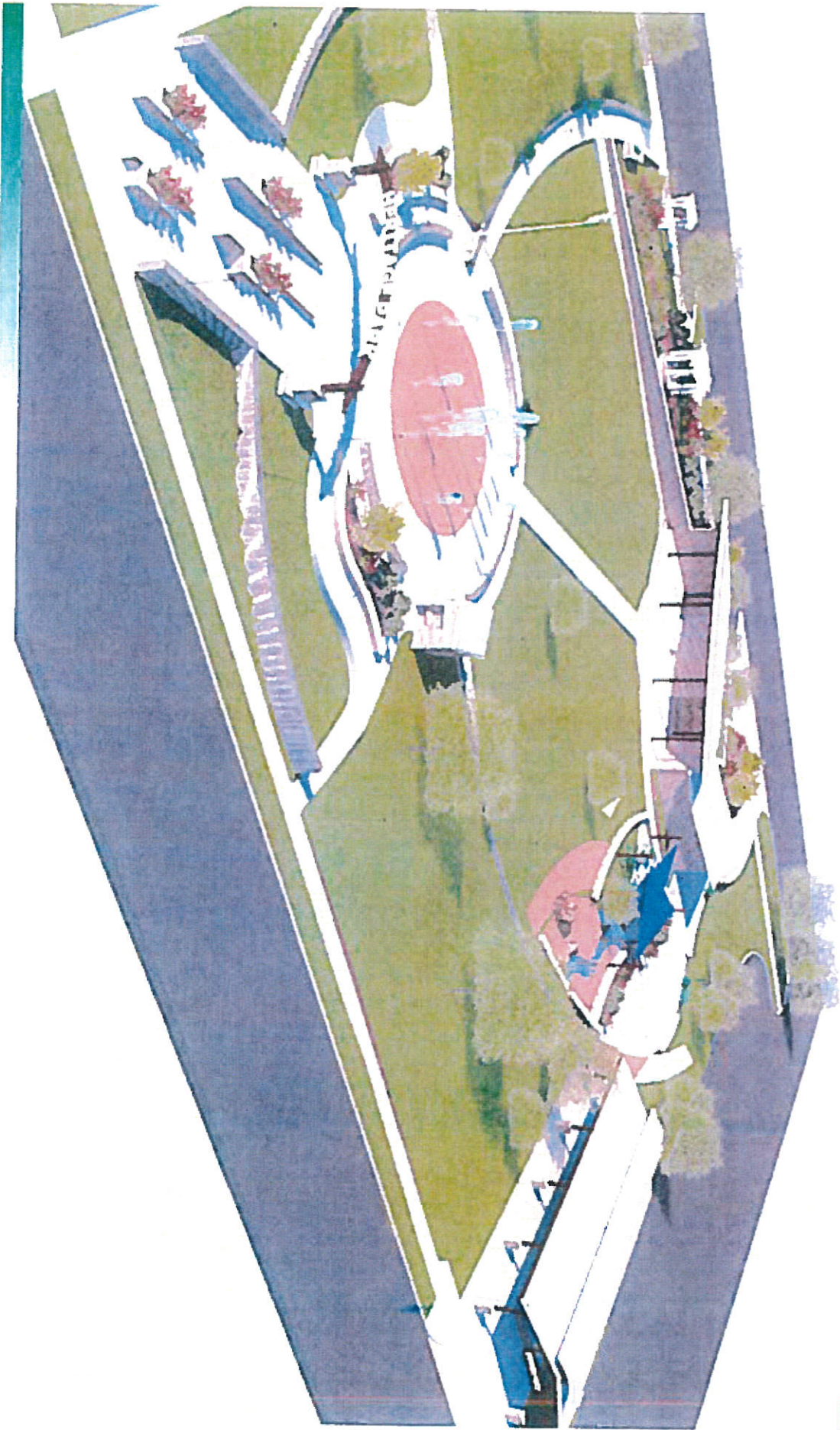


Approved Concept Plan

EAST FIFTH STREET

EAST FOURTH STREET





Commissioners Court - Regular Session

29.

Meeting Date: 04/03/2018

Stryker EMS Protect Plan

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Stryker EMS Protect Service Agreement with Stryker Corporation to support operations of the Williamson County EMS.

Background

This is a comprehensive service agreement with Stryker for the EMS patient care stretchers and power load devices. It includes parts, labor, travel, one annual preventive maintenance inspection, unscheduled service in the event of breakage. This agreement has been reviewed by Williamson County legal, purchasing and auditor.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Agreement

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/29/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

03/28/2018 09:38 AM

03/29/2018 10:15 AM

Started On: 03/28/2018 06:58 AM

ProCare Services Agreement



3800 E. Centre Ave

Portage, MI 49009

Sales Rep Name: Jordan Costello
 ProCare Service Rep: Chris Valencia

Date: 3/19/2018
 ID #: 180319144736

PROCARE PROPOSAL SUBMITTED TO:

Account Number: <u>1284096</u>	Name: Kirk Becker
Account Name: Williamson County EMS	Title: Support Services
Account Address: 303 Martin Luther King St	Phone:
City, State Zip: Georgetown, TX 78627	Email: kbecker@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	6252	Stair-Pro	EMS Protect	8	2	\$3,136.00
2	6390	Power-LOAD	EMS Protect	5	2	\$15,910.00
3	6506	Power-PRO XT	EMS Protect	10	2	\$15,690.00
4	6500	Power-PRO XT	EMS Protect	10	2	\$19,260.00

PROGRAM INCLUDES:

EMS Protect:
 Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

	ProCare Total	\$53,996.00
	Discount	20%
	FINAL TOTAL	\$43,196.80

Start Date: 4/1/2018
 End Date: 3/31/2020


3/27/18

Stryker Signature _____ Date _____ Customer Signature _____ Date _____

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

BY YEAR BREAKOUT

Qty	Model #	Program	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
8	6252	EMS Protect	1,568.00	1,568.00	-	-	-	-	-
5	6390	EMS Protect	7,955.00	7,955.00	-	-	-	-	-
5	6506	EMS PM Only	1,245.00	-	-	-	-	-	-
5	6506	EMS Protect	-	4,815.00	-	-	-	-	-
10	6500	EMS Protect	9,630.00	9,630.00	-	-	-	-	-
5	6506	EMS Protect	4,815.00	4,815.00	-	-	-	-	-

Annual Investment for Program:	25,213.00	28,783.00	-	-	-	-	-	-
Volume Discount:	0.20	0.20	-	-	-	-	-	-
Total Yearly Investment:	20,170.40	23,026.40	-	-	-	-	-	-
TOTAL 2 YEAR PREVENT SERVICE AGREEMENT								\$ 43,196.80

PAYMENT SCHEDULE

<u>Date</u>		<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance							\$	43,196.80
4/1/2018	\$	21,598.40	\$	-	\$	21,598.40	\$	21,598.40
4/1/2019	\$	21,598.40	\$	-	\$	-	\$	-

SERIAL NUMBER SHEET

EXHIBIT A

Item No.	Model	Serial Number
1	6252	080640881
2	6252	080640882
3	6252	080640883
4	6252	080640884
5	6390	170240752
6	6390	160639170
7	6506	170839300
8	6252	170639160
9	6252	170639161
10	6252	170639162
11	6252	170640845
12	6390	170240751
13	6390	170440633
14	6390	170440634
15	6500	100141470
16	6500	100141471
17	6500	100141472
18	6500	101239587
19	6500	101239589
20	6500	101239590
21	6500	111139764
22	6500	111139765
23	6500	111139766
24	6500	111139767
25	6506	120839906
26	6506	130339299
27	6506	140141390
28	6506	140141391
29	6506	160140278
30	6506	170839130
31	6506	170839131
32	6506	170839132
33	6506	170740386

SERVICE AGREEMENT – Williamson County EMS (March 27, 2018)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Williamson County EMS, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. Stryker may elect to use new or used parts related to the Services in its sole discretion. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days after receipt by the Williamson County Auditor's Office. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent authorized under Texas law, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

23. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

24. TEXAS PROMPT PAYMENT ACT COMPLIANCE

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

25. MEDIATION

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

26. RIGHT TO AUDIT

Stryker agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have the right to receive photocopies of any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker shall provide copies of documentation THIRTY (30) DAYS from the date of such request from Williamson County.

Commissioners Court - Regular Session

30.

Meeting Date: 04/03/2018

Superion add-on quote for modifications to CAD SCR#992

Submitted For: Richard Semple

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote for modifications to the Computer Aided Dispatch System (SCR# 992) between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This add-on quote is for professional services including custom development and project management to meet the needs of 911 Communications and their customers. This has been vetted by the CAD Team that approves changes to the products internally. Total amount of this add-on is \$10,000 which is a planned item to be funded from IT Budget, 04100 Professional Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Superion Quote

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:16 AM
Started On: 03/28/2018 09:54 AM

Add-On Quote

Quote Prepared For:

Janessa Stephens, Systems Administrator
 Williamson County
 508 S. Rock Street
 Georgetown, TX, 78626
 512-943-1175

Date: 03/28/18

Quote Number: Q-00001166

**Valid Until:
04/30/18**

Quote Prepared By:

Brian Rennie, Client Success Executive
 Superior
 4000 OSSI Court
 High Point, NC 27265
 Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Thank you for your interest in Superior and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

**Professional Services
Installation & Configuration**

Product Name	Amount
ONESolution All Other Installation PS	\$1,400.00
Total	\$1,400.00

Development & Conversion

Product Name	Amount
ONESolution Public Safety & Justice Development	\$15,200.00
Total	\$15,200.00

Project Management

Product Name	Amount
ONESolution Public Safety & Justice Development	\$3,040.00
Total	\$3,040.00
Total Professional Services	\$19,640.00



Summary

Product/Service	Amount
Professional Services	\$19,640.00
Subtotal	<u><u>\$19,640.00</u></u>
Services Discounts	\$9,640.00
Total	<u><u>\$10,000.00</u></u>

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superion are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superion

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Comments:

Superion will provide a new "Only act as this type for calls occurring in the following station territories" parameter. The ability to enter multiple station codes will be provided. Unit recommend recalculation service will also need to be modified. Development specifications will be provided for client acknowledgement. The unit recommendation coding is extremely complex and will require heavy QA and Development effort on Superion's part. SCR#992

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____

Printed Name: _____

Date: _____



Additional Information Section
Product Notes:

Commissioners Court - Regular Session

31.

Meeting Date: 04/03/2018

Superion add-on quote for Purvis interface

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote to implement the interfaces to the Purvis alerting system in the test and training environments of the Computer Aided Dispatch (CAD) system between Superior Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This add-on quote is for professional services including installation, configuration, and project management to add an interface to the Purvis station alerting system from the CAD system to allow a full testing environment. This has been vetted by the CAD Team that approves changes to the products internally. Total amount of this add-on is \$3,440 which is a planned item to be funded from IT Budget, 04100 Profession Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Superion Quote

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 10:16 AM
Started On: 03/28/2018 10:01 AM

Add-On Quote

Quote Prepared For:

Janessa Stephens, Systems Administrator
 Williamson County
 301 SE Inner Loop Rd, Suite 105
 GEORGETOWN, TX, 78626
 512-943-1175

Date: 11/17/17

Quote Number: Q-0000953

**Valid Until:
02/04/18**

Quote Prepared By:

Brian Rennie, Client Success Executive III
 Superior
 4000 OSSI Court
 High Point, NC 27265
 Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Thank you for your interest in Superior and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

**Professional Services
Installation & Configuration**

Product Name

ONESolution All Other Installation PS

Amount

\$2,800.00

Total

\$2,800.00

Project Management

Product Name

ONESolution All Other Project Management PS

Amount

\$640.00

Total

\$640.00

Total Professional Services

\$3,440.00

Summary

Product/Service

Professional Services

Amount

\$3,440.00

Subtotal

\$3,440.00

Total

\$3,440.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superion are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superion

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Customer Facing Notes:

Implement the Purvis interface in the training and test environment. Any estimated travel and living is not included in quote total.

Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section

Product Notes:

Commissioners Court - Regular Session

32.

Meeting Date: 04/03/2018

Superion add-on quote for conversion to NIBRS

Submitted For: Richard Semple

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote for the conversion to National Incident-Based Reporting System (NIBRS) reporting between Superior Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This add-on quote is for professional services including installaton, training and project management convert the law enforcement records reporting from the current Uniform Crime Reporting (UCR) standard to the new National Incident-Based Reporting System (NIBRS) standard. The conversion is required by the State by 2019. The NIBRS change is required and isn't strictly a charge from the vendor, however this quote adds training and assistance with conversion as requested by the law enforcement agencies. This has been vetted by the Records Management System Team that approves changes to the products internally. Total amount of this add-on is \$12,440 which is a planned item to be funded from IT Budget, 04100 Professional Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Superion Quote

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 11:54 AM
Started On: 03/28/2018 11:23 AM

Add-On Quote

Quote Prepared For:

Janessa Stephens, Systems Administrator
 Williamson County
 508 S. Rock Street
 Georgetown, TX, 78626
 512-943-1175

Date: 03/09/18

Quote Number: Q-00002743

**Valid Until:
04/11/18**

Quote Prepared By:

Brian Rennie, Client Success Executive
 Superior
 4000 OSSI Court
 High Point, NC 27265
 Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Thank you for your interest in Superior and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

**Professional Services
Installation & Configuration**

Product Name	Amount
NIBRS Conversion	\$0.00
Total	\$0.00

Training

Product Name	Amount
Additional NIBRS Training	\$8,960.00
Total	\$8,960.00

Project Management

Product Name	Amount
NIBRS Conversion	\$0.00
ONESolution All Other Project Management PS	\$1,280.00
Total	\$1,280.00
Total Professional Services	\$10,240.00



Travel & Living Expenses

Product Name	Amount
Superior Public Safety Travel & Living Expenses Estimate	\$2,200.00
Total	\$2,200.00

Summary

Product/Service	Amount
Professional Services	\$10,240.00
Subtotal	\$10,240.00
Total	\$10,240.00
Travel & Living Estimate	\$2,200.00
Total with Travel & Living Estimate	\$12,440.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superior in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superior Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superior is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superior receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superior will renew automatically at then-prevailing rates until such time Superior receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superior are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superior

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Travel and living not to exceed \$2,200

Transition from TX UCR to IBR

Sheriff's Command Staff 8 hours

4 Constable Offices 8 hours

Small cities 8 hours

Hutto PD 8 hours

Records personnel 4 hours

Go-live/cut over 16 hours

Janessa Stephens, Systems Administrator

Williamson County

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section

Product Notes:

NIBRS Conversion: Conversion of training/testing environment and live environment to be compliant with NIBRS reporting standards and state requirements.

Superior Travel and living expenses are an estimate. Actual expenses will be charged per Williamson County's travel policy.

Commissioners Court - Regular Session

33.

Meeting Date: 04/03/2018

BAA between WCCHD and Williamson County

Submitted For: Richard Semple

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Business Associate Agreement between Williamson County and Cities Health District and Williamson County.

Background

This agreement is related to the IT Services Agreement passed recently by the Commissioner's Court. During the routine course of IT support, Williamson County Technology Services may have to interact with data protected under the Health Insurance Portability and Accountability Act (HIPAA) and this agreement is therefore required by law and conforms with the regulations set by HIPAA. This BAA has been reviewed and approved, as to form, by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

BAA with WCCHD

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 08:50 AM
Started On: 03/27/2018 05:43 PM

Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT (the "BAA") is entered into by and between Williamson County and Cities Health District (referred to collectively as "Covered Entity"), and Williamson County ("Business Associate").

DEFINITIONS

Except as otherwise provided herein, the terms used in this BAA shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

Specific definitions:

(a) *Agreement* means the Interlocal Cooperation Agreement between Williamson County and Cities Health District and Williamson County, Texas for Managed Technology Services and Support.

(b) *Electronic Transaction Rule* means the standards for processing Standard Transactions and Code Sets at 45 CFR Parts 160 and 162.

(c) *Individual* has the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) *Personal Information* means any data in whatever format that is subject to federal or state laws requiring the safeguarding of, and regulating and restricting access, collection, use, disclosure, processing, destruction, and free movement of individually identifiable personal information.

(e) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160-164.

(f) *Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR §160.103, including electronic protected health information, but limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

(h) *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160-164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this BAA. In addition, Business Associate agrees to implement Administrative, Physical and Technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Effective February 17, 2010,

and subject to regulatory or other guidance issued pursuant or in response to the American Recovery and Reinvestment Act of 2009 (ARRA), Business Associate will comply with the Privacy Rule and the Security Rule to the extent required under ARRA which are incorporated herein by reference, including but not limited to 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

(c) Business Associate agrees to report to Covered Entity and/or Plan Sponsor (i) any Use or Disclosure of Protected Health Information not provided for by this BAA, (ii) any Security Incident, (iii) any Breach of Unsecured Protected Health Information, or (iv) to the extent required under any state breach notification statute, any unauthorized acquisition or access to Personal Information, as soon as possible, but not later than 30 calendar days following the date it becomes aware of such Use or Disclosure, Security Incident, Breach or unauthorized acquisition or access; provided, however, that to avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incidents of which it becomes aware of only upon request of Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be mutually agreed upon by the parties. If the definition of "Security Incident" under the Privacy and Security Laws is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy electronic PHI, then this Section shall be amended so that the provisions relating to "Unsuccessful Security Incidents" no longer apply as of the effective date of such change to the law. For the purposes of this BAA, "Unsuccessful Security Incidents" mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR §164.524.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable the time and manner as required under the Privacy Rule.

(g) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to mitigate to the extent practicable any harmful effect known to Business Associate of any Security Incident, or Breach of Unsecured Protected Health Information.

(k) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(l) To the extent Business Associate creates or receives Personal Information from Covered Entity or Plan Sponsor, or on behalf Covered Entity or Plan Sponsor it shall collect, maintain, process, handle, use, disclose and destroy all Personal Information in compliance with all applicable data privacy and protection laws.

(m) Solely to the extent any Breach of Unsecured Protected Health Information or unauthorized acquisition or access to Personal Information is attributable to a breach of the obligations under this BAA by Business Associate, Business Associate shall bear the reasonable costs incurred by Covered Entity and Plan Sponsor to the extent it is necessary for Covered Entity and Plan Sponsor to comply with its legal obligations relating to such breach under the applicable breach notification statute or regulation, which shall be limited to the following costs reasonably incurred by Covered Entity and Plan Sponsor in responding to such breach: (1) the reasonable cost of preparing and distributing notifications to affected individuals, (2) the reasonable cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) to the extent required by the applicable statute, the reasonable cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, and (4) the reasonable cost of any other measures required under applicable law.

(n) To the extent Business Associate receives, stores, processes or otherwise deals with any patient records from the Covered Entity or Plan Sponsor that are entitled to protection under the federal regulations issued at 42 CFR Part 2, Business Associate agrees to be bound by those regulations. In addition, if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by 42 CFR Part 2.

(o) Except for payments from Covered Entity for services performed pursuant to this BAA and the Agreement, Business Associate may not directly or indirectly receive remuneration in exchange for PHI.

(p) Business Associate may not use or disclose Protected Health Information for research or marketing purposes without first receiving prior written approval from the Covered Entity and obtaining the necessary authorization from the affected individuals.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provisions

Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity supplied to Business Associate.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this BAA, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) Disclosures are Required by Law, or (ii)(A) Business Associate obtains reasonable

assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

Requests by Covered Entity

(a) Except as otherwise provided in this BAA, Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

TERM AND TERMINATION

(a) *Term.* The term of this BAA shall be effective as of the date set forth below, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information as determined by Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section, subject to any record retention requirements under the BAA or required by law.

(b) *Termination for Cause.* Upon either party's knowledge of a breach by the other party, the non-breaching party shall either:

(1) Provide an opportunity for breaching party to cure the breach or end the violation and terminate this BAA and the Agreement, if any, if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party;

(2) Immediately terminate this BAA and the Agreement, if any, if the breaching party has breached a material term of this BAA and, in the non-breaching party's sole discretion, cure is not possible; or

(3) If, in the non-breaching party's sole discretion, neither termination nor cure is feasible, the non-breaching party will report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections and obligations of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

(a) *Regulatory References.* A reference in this BAA to a section in the Electronic Transaction, Privacy or Security Rule means the section as in effect or as amended.

(b) *Amendment.* In the event that additional standards are promulgated under the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, or any existing standards are amended, including without limitation the Privacy Standards, Security Standards, and the Transactions and Code Sets Standards, such as under the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under ARRA, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Electronic Transaction, Privacy or Security Rule, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, or any applicable state law, as amended. Except as herein otherwise provided, no amendment or modification of, or supplement to, this BAA shall be binding unless duly executed in writing by each of the parties hereto.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this BAA entitled "Effect of Termination" shall survive the termination of this BAA.

(d) *Interpretation.* Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Electronic Transaction, Privacy or Security Rule.

(e) *Counterparts.* This BAA may be signed in counterparts, which together will constitute one agreement.

(f) *Successors and Assigns.* This BAA and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not unreasonably withheld or delayed.

(g) *No Third Party Beneficiaries.* Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

(h) *Governing Law.* This BAA will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to principles of conflicts of law. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this BAA must be brought solely and exclusively in state or federal courts located in the State of Texas, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in person am, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

(k) *Entire Agreement.* This BAA sets forth the full and complete understanding of the parties hereto with regard to its subject matter.

(l) *Waiver.* The failure of the Covered Entity or Business Associate to object or to take affirmative action with respect to any conduct of the other which is in violation of this BAA shall not be construed as a waiver of that violation or any prior or future violations of this BAA.

(m) *Headings.* The sections and subsections headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

(n) *Notices.* Any notice which is to be given by one party to the other under this BAA will be given in writing and delivered in accordance with the addresses specified in the Agreement.

IN WITNESS WHEREOF, the parties have caused this BAA to be signed by their duly authorized representatives or officers, effective as of April 3, 2018.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Commissioners Court - Regular Session

34.

Meeting Date: 04/03/2018

LoneStar ice maker

Submitted For: Randy Barker

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on rescinding purchase of Ice Maker from LoneStar Restaurant Supply for the new Sheriff's Office Training Facility, in the amount of \$2,569.00 approved on February 27, 2018.

Background

After discussion with Facilities, the previously approved quote did not include all items necessary for full installation, specifically plumbing and connections. This item will now be included as part of the Williamson County Sheriff's Office Training Center project and funded from the Owner's contingency allowance.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 09:40 AM
03/28/2018 09:48 AM
Started On: 03/22/2018 02:15 PM

Commissioners Court - Regular Session

35.

Meeting Date: 04/03/2018

Approving Service Contract Third Party Inspection River Ranch Residence

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 a service contract between Williamson County and ATS Engineers, Inspectors and Surveyors to provide third party inspections for the River Ranch County Park Residence project, with a not-to-exceed amount of \$3000, and authorizing execution of the agreement.

Background

The attached agreement has been made at the request of the Facilities Department for ATS to provide 3rd party inspection in relation to the River Ranch County Park Residence project. Funding source will be P315.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract

Exhibit A

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:33 AM
03/28/2018 10:43 AM
Started On: 03/26/2018 07:58 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR BUILDING INSPECTION
(Williamson County River Ranch Park)**

THIS SERVICES CONTRACT (hereinafter “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 **Eileen Merritt, Inc. d/b/a ATS Engineers** with offices at 4910 West Hwy 290, Austin, Texas 78735, (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Eileen Merritt, Inc. d/b/a ATS Engineers Proposal/Quotation, dated February 28, 2018 and designated Exhibit “A,” which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit “A”, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$3,000.00, 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.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Eileen Merritt, Inc. d/b/a ATS Engineers Proposal/Quotation, dated February 28, 2018 and marked Exhibit “A,” which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Printed Name

Dondi Atwell

Printed Name

Date: _____, 2018

Date: March 20 _____, 2018

Exhibit "A"

**Eileen Merritt, Inc. d/b/a ATS Engineers Proposal/Quotation
(dated February 28, 2018 and incorporated herein as if copied in full)**



**Engineers
Inspectors
& Surveyors**

FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and
Residential Engineering

- Structural
- Civil
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Commissioning Services

Property Condition
Inspections

Surveying

Texas Accessibility
Standards (ADA)
Compliance Reviews
& Inspections

Certified Code
Compliance Inspectors
& Plan Reviewers

Construction Consulting

To: Williamson County Facilities February 28, 2018
 Attn: Bob Lubecker
 Project Manager
 O: 512-943-1625
 C: 815-341-6271
 Re: River Ranch Residence (Single Residence)
 Code Inspections

Dear Mr. Lubecker,

Thank you for allowing ATS an opportunity to provide you with a proposal for ICC Code Inspection services. It is our current understanding that you are requesting inspections of the building, plumbing, electrical and mechanical systems as required if located in a jurisdiction. This schedule outlines the expected services and presents a fee schedule for services.

2015 International Residential Code (IRC) Inspections

Sewer Line Inspection	\$75. ⁰⁰ each
Water Line Inspection	\$75. ⁰⁰ each
Plumbing Rough Inspection	\$75. ⁰⁰ each
Foundation Pre-pour Inspection	\$75. ⁰⁰ each
Copper/PEX Inspection	\$75. ⁰⁰ each
Ufer Inspection	\$75. ⁰⁰ each
Sheathing Inspection	\$75. ⁰⁰ each
Frame/MEP rough-in combination Inspection	\$75. ⁰⁰ each
Shear Wall Inspection	\$75. ⁰⁰ each
Insulation Inspection	\$75. ⁰⁰ each
Wallboard Inspection	\$75. ⁰⁰ each
Final Inspection	\$75. ⁰⁰ each
TCEQ CSI Inspection	\$75. ⁰⁰ each
Re-inspections	\$75. ⁰⁰ each

2015 International Energy Conservation Code (IECC)

IECC 2015 Compliance Reports	
ResCheck or IC3 plan analysis and report	\$99. ⁰⁰
Energy Rating Index (ERI) analysis and report	\$159. ⁰⁰

Inspection and Testing

Certification Inspections/Testing	\$299. ⁰⁰
Home will receive two (2) Inspections with testing, invoiced as follows upon completion.	
Thermal-Bypass with Duct Leakage	\$149. ⁵⁰
Final Blower Door	\$149. ⁵⁰
All Re-inspections	\$75. ⁰⁰
Failure Diagnostics (if requested)	\$50. ⁰⁰ per hour *

*Plus Re-inspection fee

Homes will receive the following:

Provide IECC 2015 Compliance Report and Printed Label

Inspection Scheduling

Inspections are provided on a next day basis by calling 512-328-6995 x158, or emailing requests to scheduler@ats-engineers.com. A confirmation e-mail is sent each morning describing the inspection requested, assigned Inspector and contact information. A follow-up e-mail can also be provided at the conclusion of each inspection that describes the findings.

We appreciate you considering ATS for this project. If this proposal meets with your approval, please sign in the space provided and return a copy to us for our files. ATS will not commission work on a project until we have received the required documentation. If authorization to proceed is given later than four weeks from the date of this proposal, the above fees and timelines will no longer be valid and a new fee and schedule will be required. If you have any question about this proposal, please do not hesitate to contact us.

Sincerely,

D Atwell

Dondi Atwell
Inspections Department Manager



AUTHORIZATION

Name (please print)	Signature	Date
---------------------	-----------	------

Street Address	City	State	Zip
----------------	------	-------	-----

Telephone Number	Email Address
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By signing above, the signatory agrees to be responsible for the inspection fees outlined in this proposal. The signatory is aware that additional charges may be assessed if significant changes are made to the architecture after project commencement or if payment is not received within 30 days from the invoice date, and that there is a fee for returned *checks*. In order for the signatory to obtain the benefit for a fee which includes a lesser amount for risk funding, the signatory agrees to limit ATS's liability arising from ATS's professional acts, errors or omissions such that the total liability of ATS shall not exceed ATS's total fees for the services rendered on the project. Any certificate or report created by ATS Engineers cannot be altered or duplicated in any way or used for anything other than the intended purpose of the original generated document. Any alterations or duplications made to a certificate or inspection report document could be deemed void or may be subject to an additional fee.

Commissioners Court - Regular Session

36.

Meeting Date: 04/03/2018

APPROVAL OF TECHCENTER DESIGN, INC QUOTE THROUGH NJPA CONTRACT

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase of furniture for the Sheriff's Office Training Center, from TechCenter Design, INC, in the amount of \$104,875.22 per Pricing Quotation #LG18-295687b/C pursuant to NJPA Contract# 013715KI.

Background

This is an NJPA Cooperative Quote for Sheriff's Office Training Center Furniture. This expenditure will be charged to 01.0777.0401.009007 (P323) and was requested by the Facilities Maintenance Department. Funding was approved in the FY2018 Budget.

Fiscal Impact

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

Attachments

QUOTE LG18-295687b/C

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:33 AM
03/28/2018 10:43 AM
Started On: 03/27/2018 02:32 PM



QUOTATION: LG18-295687b/C

Wilco SOTC FreeStanding

CREATED 2/11/2018 | REVISED 3/2/2018 | Valid Through 5/12/2018

Wilco SOTC FreeStanding

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Sales Team:

Loretta Gray
 Dealer Rep
 Loretta@techcenterdesign.com
 (512) 407-8447



Quote Number: LG18-295687b/C

CREATED 2/11/2018 | REVISED 3/2/2018 | Valid Through 5/12/2018

PRODUCT TOTALS	\$104,875.22
See Quote Detail Summary	\$0.00
GRAND TOTAL	\$104,875.22

Contract Information:
 SPA0020913 Williamson County

Requested Delivery Date: To be Determined

Sold To
 Williamson County
 710 Main Street
 Georgetown, TX 78626
 P. (512) 943-1554 F. (512) 943-1662
 Customer # 42885

End User
 Williamson County
 710 Main Street
 Georgetown, TX 78626
 P. (512) 943-1554 F. (512) 943-1662
 End User # 42885

Ship To
 To be Determined

Installation
 To be Determined


Client Notes:
 NJPA Contract #013715KI
 Issue PO to KI c/o TechCenter Design, Inc.



QUOTATION

CREATED 2/11/2018
VALID THROUGH 5/12/2018
Prepared By Loretta Gray
Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)




Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 101 Lobby										
1.1	SLNAU	Strive Four-Leg Armless Chair,Uph Seat	2	\$252.00	\$504.00	52.250	\$120.33	\$240.66		
		Frame Color Flannel /FN Glide Option Plastic glides /P Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Fabric Grade 1 GRD1 G1 Fabric 1S STREETSCAP 1SUPHSTREET 1S STREETSCAP BLUE ON BLUE /1SBE Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Flannel /PFN MK: CH.12								
Tag 1: 101 Lobby								WorkGroup Product Subtotal	\$240.66	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 102 Recruiting										
2.1	PIFR2460T-74P	Pirouette,Fixed Training,Rectangular,24x60",74P Edge	2	\$790.00	\$1,580.00	52.000	\$379.20	\$758.40		
		Edge Color			Flannel edge		/EFN			
		Grommet/PowerUp Option			No Grommets, PowerUp or Wire Management/No Cutouts		/NNN			
		Modesty Panel			No fabric modesty panel		/NMP			
		Laminate			KI Laminates		Standard			
		KI Laminates			TUNGSTEN EVOLVE 4814-60		/LTE			
		Leg Finish			Flannel		/FN			
		Casters/Glides			Black wheel, Silver hub-2 locking/2 non-locking		/4EC			
2.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	4	\$491.00	\$1,964.00	52.250	\$234.45	\$937.80		
		Frame Color			>>To Be Determined		TBD<<			
		Upholstery Grade/Color			Compliance to TB 117-2013		/NFR			
		Upholstery Grade/Color			Fabric Grade 2		GRD2			
		G2 Fabric			2C CRESTAL		2CUPHCRESTA			
		2C CRESTAL			MIDNIGHT		/2CMT			
		Poly Seat & Back Color			No Fire Retardant		-NFR			
		Poly Seat & Back Color			Flannel		/PFN			
		Base Option			Carpet casters (black only)		/C			
Tag 1: 102 Recruiting								WorkGroup Product Subtotal	\$1,696.20	



QUOTATION

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

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 109 Reception										
3.1	SPSCAUB	Strive Task Cantilever Arm Stool,Uph Seat/Back	2	\$664.00	\$1,328.00	53.900	\$306.10	\$612.20		
		Base Color		Black		/BL				
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR				
		Upholstery Grade/Color		Pallas Fabric Group P1		GRPP1				
		P1 Pallas Fabric		MARRAKESH EXP		MARRAKESH EXP				
		MARRAKESH EXP		ATMOSPHERE		/27.248.064.P				
		Caster Option		Carpet casters		/C				
		Poly Seat & Back Color		No Fire Retardant		-NFR				
		Poly Seat & Back Color		Flannel		/PFN				
Tag 1: 109 Reception								WorkGroup Product Subtotal	\$612.20	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: Conference										
4.1	ALTMAA	Altus Mesh Chair,Adjustable Arms,Upholstered	8	\$1,359.00	\$10,872.00	52.000	\$652.32	\$5,218.56		
		Base Aluminum base /A Casters Carpet casters /C Headrest Option No headrest /NHR Lumbar Support Lumbar support /LS Altus Upholstery Compliance to TB 117-2013 /NFR Altus Upholstery Pallas Fabric Group P0 GRPP0 P0 Fabric OFF TRACK OFF TRACK OFF TRACK MIDNIGHT /27.209.114.P Altus Mesh Grey /MGR MK: CH.06a								
4.2	KBS12048243B.E	Aristotle Executive Boatshaped Conf Table,Two Piece Top, 120x48x29-1/2"H	1	\$2,181.00	\$2,181.00	50.000	\$1,090.50	\$1,090.50		
		Edge Style Option Four wave profile edge /P4 Laminate (Horizontal) Brighton Walnut /LBW Laminate Base (Vertical) Brighton Walnut /LBBW Power Station No Power Station /PS0 MK: TA.15								
4.3	PIFR2436T-74P	Pirouette,Fixed Training,Rectangular,24x36",74P Edge	1	\$907.00	\$907.00	52.000	\$435.36	\$435.36		
		Edge Color Flannel edge /EFN Grommet/PowerUp Option One PowerUp w/Wire Management /1PU PowerUp Color PowerUp Flannel /PUFN Cord Length 15' cord length /15 Modesty Panel No fabric modesty panel /NMP Laminate KI Laminates Standard KI Laminates BRIGHTON WALNUT #7922-38 /LBW Leg Finish Flannel /FN Casters/Glides Black wheel, Silver hub-2 locking/2 non-locking /4EC MK: TA.14								
Tag 1: Conference								WorkGroup Product Subtotal	\$6,744.42	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 112-117 Private Offices										
6.13	ALTMAA	Altus Mesh Chair,Adjustable Arms,Upholstered	6	\$1,406.00	\$8,436.00	52.000	\$674.88	\$4,049.28		
		Base		Aluminum base	/A					
		Casters		Carpet casters	/C					
		Headrest Option		No headrest	/NHR					
		Lumbar Support		Lumbar support	/LS					
		Altus Upholstery		Compliance to TB 117-2013	/NFR					
		Altus Upholstery		Pallas Fabric Group P1	GRPP1					
		P1 Pallas Fabric		MARRAKESH EXP	MARRAKESH EXP					
		MARRAKESH EXP		ATMOSPHERE	/27.248.064.P					
		Altus Mesh		Grey	/MGR					
Tag 1: 112-117 Private Offices								WorkGroup Product Subtotal	\$4,049.28	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 120 Break Room										
7.1	AH4S4229P-74P	Athens Square Tbl,4"Col,32" Base,Powder Coat,74P,29"H,42x42" 	5	\$878.00	\$4,390.00	52.000	\$421.44	\$2,107.20		
		Edge Color Surface Finish KI Laminates Base/Column Finish								
		Flannel edge KI Laminates NICKEL EVOLVE 4813-60 Flannel								
						/EFN Standard /LNV /FN				
7.2	SLNAP	Strive Four-Leg Armless Chair,Poly 	20	\$191.00	\$3,820.00	52.250	\$91.20	\$1,824.00		
		Frame Color Poly Seat & Back Color Poly Seat & Back Color Glide Option								
		Flannel No Fire Retardant Nordic Plastic glides								
						/FN /NFR /PND /P				
7.3	SLSNAP	Strive Four-Leg Armless Cafe Stool,Poly 	10	\$285.00	\$2,850.00	52.250	\$136.09	\$1,360.90		
		Seat Height Frame Color Poly Seat & Back Color Poly Seat & Back Color Glide Option								
		29" Seat Height Flannel No Fire Retardant Nordic Plastic glides								
						/29 /FN /NFR /PND /P				
Tag 1: 120 Break Room								WorkGroup Product Subtotal	\$5,292.10	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 121 Classroom										
8.1	SNNAU	Strive Nesting Armless Chair,Uphol Seat	24	\$491.00	\$11,784.00	52.250	\$234.45	\$5,626.80		
		Frame Color Flannel /FN Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Fabric Grade 2 GRD2 G2 Fabric 2C CRESTAL 2CUPHCRESTA L 2C CRESTAL MIDNIGHT /2CMT Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Flannel /PFN Base Option Carpet casters (black only) /C								
8.2	PINR1860T-74P	Pirouette,Nesting Training,Rectangular,18x60",74P Edge	12	\$1,174.00	\$14,088.00	52.000	\$563.52	\$6,762.24		
		Edge Color Flannel edge /EFN Grommet/PowerUp Option One PowerUp w/Wire Management /1PU PowerUp Color PowerUp Flannel /PUFN Cord Length 15' cord length /15 Modesty Panel No fabric modesty panel /NMP Laminate KI Laminates Standard KI Laminates NICKEL EVOLVE 4813-60 /LNV Leg Finish Flannel /FN Casters/Glides Black wheel, Silver hub-2 locking/2 non-locking /4EC								
8.3	KLT1818.E	Aristotle Executive Lectern, 18x18x44-1/2"H	1	\$704.00	\$704.00	53.970	\$324.05	\$324.05		
		Edge Style Option Four wave profile edge /P4 Laminate (Horizontal) Brighton Walnut /LBW Laminate Base (Vertical) Brighton Walnut /LBBW								
8.4	SPSCAU	Strive Task Cantilever Arm Stool,Uphol Seat	1	\$564.00	\$564.00	52.250	\$269.31	\$269.31		
		Base Color Black /BL Caster Option Carpet casters /C Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Fabric Grade 2 GRD2 G2 Fabric 2C CRESTAL 2CUPHCRESTA L 2C CRESTAL MIDNIGHT /2CMT Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Flannel /PFN								
Tag 1: 121 Classroom								WorkGroup Product Subtotal	\$12,982.40	



QUOTATION

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 125 Janitorial										
9.1	Metro Racks	24 x 60 Wire Racks	2	\$2,152.00	\$4,304.00	50.000	\$1,076.00	\$2,152.00		
	No Image Available									
Tag 1: 125 Janitorial								WorkGroup Product Subtotal	\$2,152.00	



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 132										
10.1	SIFTSAA	Sift Task 4D Adjustable T-Arm Stool,Mesh	2	\$912.00	\$1,824.00	53.970	\$419.79	\$839.58		
		Base Finish FR/NFR Option Casters		>>To Be Determined Compliance to TB 117-2013 Carpet casters		TBD<< /NFR /C				
Tag 1: 132								WorkGroup Product Subtotal	\$839.58	



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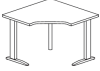

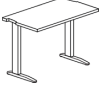





Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: 135 Classroom									
11.1	PINR1860T-74P	Pirouette,Nesting Training,Rectangular,18x60",74P Edge	14	\$927.00	\$12,978.00	52.000	\$444.96	\$6,229.44	
		Edge Color							Flannel edge /EFN
		Grommet/PowerUp Option							No Grommets, PowerUp or Wire Management/No Cutouts /NNN
		Modesty Panel							No fabric modesty panel /NMP
		Laminate							KI Laminates Standard
		KI Laminates							NICKEL EVOLVE 4813-60 /LNV
		Leg Finish							Flannel /FN
		Casters/Glides							Black wheel, Silver hub-2 locking/2 non-locking /4EC
11.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	28	\$491.00	\$13,748.00	52.250	\$234.45	\$6,564.60	
		Frame Color							Flannel /FN
		Upholstery Grade/Color							Compliance to TB 117-2013 /NFR
		Upholstery Grade/Color							Fabric Grade 2 GRD2
		G2 Fabric							2C CRESTAL 2CUPHCRESTA L
		2C CRESTAL							MIDNIGHT /2CMT
		Poly Seat & Back Color							No Fire Retardant -NFR
		Poly Seat & Back Color							Flannel /PFN
		Base Option							Carpet casters (black only) /C
11.3	SPSCAU	Strive Task Cantilever Arm Stool,Uphol Seat	1	\$564.00	\$564.00	52.250	\$269.31	\$269.31	
		Base Color							Black /BL
		Caster Option							Carpet casters /C
		Upholstery Grade/Color							Compliance to TB 117-2013 /NFR
		Upholstery Grade/Color							Fabric Grade 2 GRD2
		G2 Fabric							2C CRESTAL 2CUPHCRESTA L
		2C CRESTAL							MIDNIGHT /2CMT
		Poly Seat & Back Color							No Fire Retardant -NFR
		Poly Seat & Back Color							Flannel /PFN
11.4	KLT1818.E	Aristotle Executive Lectern, 18x18x44-1/2"H	1	\$704.00	\$704.00	53.970	\$324.05	\$324.05	
		Edge Style Option							Four wave profile edge /P4
		Laminate (Horizontal)							Brighton Walnut /LBW
		Laminate Base (Vertical)							Brighton Walnut /LBBW
Tag 1: 135 Classroom								WorkGroup Product Subtotal	\$13,387.40



QUOTATION

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Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: 130/136 Armory Storage									
12.1	GCCT24363624S/F-74P	Genesis Tripod Corner,Fixed Ht,74P Edge,24x36x36x24"	1	\$1,274.00	\$1,274.00	53.970	\$586.42	\$586.42	?
		PowerUp Module Location >>To Be Determined TBD<< Modesty Panel Option No modesty panel /NM Wire Trough >>To Be Determined TBD<< Grommet Option >>To Be Determined TBD<< Transition Legs Both transition feet /TB Base Finish Misty Brown w/misty brown trough /MY Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE							
12.2	GSTR2436S/F-74P	Genesis Basic Rectangular,Fixed Height,74P Edge,24x36"W	1	\$911.00	\$911.00	53.970	\$419.33	\$419.33	?
		Modesty Panel Option No modesty panel /NM Wire Trough >>To Be Determined TBD<< Transition Legs Both transition feet /TB Base Finish Misty Brown w/misty brown trough /MY Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE PowerUp Module Location and Grommet Option >>To Be Determined TBD<<							
12.3	GSTR2460S/F-74P	Genesis Basic Rectangular,Fixed Height,74P Edge,24x60"W	1	\$1,008.00	\$1,008.00	53.970	\$463.98	\$463.98	?
		Modesty Panel Option No modesty panel /NM Wire Trough >>To Be Determined TBD<< Transition Legs Both transition feet /TB Base Finish Misty Brown w/misty brown trough /MY Edge Color Misty Brown edge /EMY Surface Finish KI Laminates Standard KI Laminates TUNGSTEN EVOLVE 4814-60 /LTE PowerUp Module Location and Grommet Option >>To Be Determined TBD<<							
12.4	BLCS36/GBO	Genesis Balance Overhead Cabinet w/Solid Color Upper Door,36"W	1	\$1,261.00	\$1,261.00	53.970	\$580.44	\$580.44	?
		Cabinet Paint Color Misty Brown /MY Upper Door Color >>To Be Determined TBD<< Key Option >>To Be Determined TBD<<							
12.5	BLCS42/GBO	Genesis Balance Overhead Cabinet w/Solid Color Upper Door,42"W	1	\$1,289.00	\$1,289.00	53.970	\$593.33	\$593.33	?
		Cabinet Paint Color Misty Brown /MY Upper Door Color >>To Be Determined TBD<< Key Option >>To Be Determined TBD<<							
12.6	BTLT5.24	Balance Overhead Task Light,24"W,For 30 & 36" Overhead	1	\$102.00	\$102.00	53.970	\$46.95	\$46.95	
									
12.7	BTLT5.36	Balance Overhead Task Light,36"W,For 42 & 48" Overhead	1	\$112.00	\$112.00	53.970	\$51.55	\$51.55	
									
12.8	SIFTAA	Sift Task 4D Adjustable T-Arm Chair,Mesh	1	\$935.00	\$935.00	53.970	\$430.38	\$430.38	
		Base Finish Aluminum base /A FR/NFR Option Compliance to TB 117-2013 /NFR Casters Hard floor casters /S							



QUOTATION

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VALID THROUGH 5/12/2018
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Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
12.9	SIFTSAA	Sift Task 4D Adjustable T-Arm Stool,Mesh	3	\$912.00	\$2,736.00	53.970	\$419.79	\$1,259.37		
		Base Finish FR/NFR Option Casters		>>To Be Determined Compliance to TB 117-2013 Carpet casters	TBD<< /NFR /C					
Tag 1: 130/136 Armory Storage								WorkGroup Product Subtotal	\$4,431.75	



QUOTATION

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Prepared By Loretta Gray
Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)






Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: 139 Training Room										
13.1	PINR1860T-74P	Pirouette,Nesting Training,Rectangular,18x60",74P Edge	15	\$927.00	\$13,905.00	52.000	\$444.96	\$6,674.40		
		Edge Color								
		Grommet/PowerUp Option								
		Modesty Panel								
		Laminate								
		KI Laminates								
		Leg Finish								
		Casters/Glides								
		MK: TA.11								
13.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	30	\$491.00	\$14,730.00	52.250	\$234.45	\$7,033.50		
		Frame Color								
		Upholstery Grade/Color								
		Upholstery Grade/Color								
		G2 Fabric								
		2C CRESTAL								
		Poly Seat & Back Color								
		Poly Seat & Back Color								
		Base Option								
		MK: CH.10								
13.2	KLT1818.E	Aristotle Executive Lectern, 18x18x44-1/2"H	1	\$704.00	\$704.00	53.970	\$324.05	\$324.05		
		Edge Style Option								
		Laminate (Horizontal)								
		Laminate Base (Vertical)								
		MK: L.01								
Tag 1: 139 Training Room								WorkGroup Product Subtotal	\$14,031.95	



QUOTATION

CREATED 2/11/2018
VALID THROUGH 5/12/2018
Prepared By Loretta Gray
Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)


Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: 157 Training									
14.1	PINR1860T-74P	Pirouette,Nesting Training,Rectangular,18x60",74P Edge	36	\$1,174.00	\$42,264.00	52.000	\$563.52	\$20,286.72	
		Edge Color		Flannel edge		/EFN			
		Grommet/PowerUp Option		One PowerUp w/Wire Management		/1PU			
		PowerUp Color		PowerUp Flannel		/PUFN			
		Cord Length		15' cord length		/15			
		Modesty Panel		No fabric modesty panel		/NMP			
		Laminate		KI Laminates		Standard			
		KI Laminates		NICKEL EVOLVE 4813-60		/LNV			
		Leg Finish		Flannel		/FN			
		Casters/Glides		Black wheel, Silver hub-2 locking/2 non-locking		/4EC			
14.2	SNNAU	Strive Nesting Armless Chair,Uphol Seat	72	\$491.00	\$35,352.00	52.250	\$234.45	\$16,880.40	
		Frame Color		Flannel		/FN			
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR			
		Upholstery Grade/Color		Fabric Grade 2		GRD2			
		G2 Fabric		2C CRESTAL		2CUPHCRESTA L			
		2C CRESTAL		MIDNIGHT		/2CMT			
		Poly Seat & Back Color		No Fire Retardant		-NFR			
		Poly Seat & Back Color		Flannel		/PFN			
		Base Option		Carpet casters (black only)		/C			
14.3	SPDCAUB	Strive Task Cantilever Arm Chair,Uph Seat/Back	1	\$525.00	\$525.00	52.250	\$250.69	\$250.69	
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR			
		Upholstery Grade/Color		Fabric Grade 2		GRD2			
		G2 Fabric		2C CRESTAL		2CUPHCRESTA L			
		2C CRESTAL		MIDNIGHT		/2CMT			
		Base Color		Black		/BL			
		Caster Option		Carpet casters		/C			
		Poly Seat & Back Color		No Fire Retardant		-NFR			
		Poly Seat & Back Color		Flannel		/PFN			
14.4	PIFR2448H36-74P	Pirouette,Counter Height,Fixed,Rectangular,24x48",36H,74P Edge	1	\$804.00	\$804.00	52.000	\$385.92	\$385.92	
		Edge Color		Flannel edge		/EFN			
		Grommet/PowerUp Option		No Grommets/No PowerUp/No Wire Management		/NNN			
		Modesty Panel		No fabric modesty panel		/NMP			
		Laminate		KI Laminates		Standard			
		KI Laminates		NICKEL EVOLVE 4813-60		/LNV			
		Leg Finish		Flannel		/FN			
		Casters/Glides		Black wheel, Silver hub-2 locking/2 non-locking		/4EC			
14.5	PIFR2448T-74P	Pirouette,Fixed Training,Rectangular,24x48",74P Edge	1	\$713.00	\$713.00	52.000	\$342.24	\$342.24	
		Edge Color		Flannel edge		/EFN			
		Grommet/PowerUp Option		No Grommets, PowerUp or Wire Management/No Cutouts		/NNN			
		Modesty Panel		No fabric modesty panel		/NMP			
		Laminate		KI Laminates		Standard			
		KI Laminates		NICKEL EVOLVE 4813-60		/LNV			
		Leg Finish		Flannel		/FN			
		Casters/Glides		Black wheel, Silver hub-2 locking/2 non-locking		/4EC			



QUOTATION

CREATED 2/11/2018
VALID THROUGH 5/12/2018
Prepared By Loretta Gray
Quote Filename Wilco SOTC FreeStanding - LG18-295687b/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
14.6	SPSCAU	Strive Task Cantilever Arm Stool,Uphol Seat	1	\$564.00	\$564.00	52.250	\$269.31	\$269.31		
		Base Color		Black		/BL				
		Caster Option		Carpet casters		/C				
		Upholstery Grade/Color		Compliance to TB 117-2013		/NFR				
		Upholstery Grade/Color		Fabric Grade 2		GRD2				
		G2 Fabric		2C CRESTAL		2CUPHCRESTA				
		2C CRESTAL		MIDNIGHT		/2CMT				
		Poly Seat & Back Color		No Fire Retardant		-NFR				
		Poly Seat & Back Color		Flannel		/PFN				
Tag 1: 157 Training								WorkGroup Product Subtotal	\$38,415.28	

Quote Summary

Product SubTotal: \$104,875.22
Estimated Sales Tax: See Notes
Quote Total: \$104,875.22

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Loretta Gray

"Reference Only"

Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Wilco SOTC FreeStanding - LG18-295687b

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Commissioners Court - Regular Session

37.

Meeting Date: 04/03/2018

Awarding RFCSP 1801 210 Expo RV Park

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 awarding RFCSP # 1801-210 RV Park Williamson County Expo - Phase II Development to the best overall proposer Champion Site Prep, L.P. and authorizing execution of the agreement.

Background

As requested by the Parks Department, Purchasing solicited competitive sealed proposals for the RV Park Development at the Williamson County Expo Center. 11 responses were received of which 5 were deemed to be non-responsive. The evaluation committee evaluated the remaining 6 proposals and determined that Champion Site Prep was the best overall respondent. The final contract amount for this project will be \$1,798,350.00 which includes Owner's Contingency of \$180,000. Total contract time will be 230 days of which 200 days are for obtaining substantial completion and the remaining 30 days for final completion. Funding source \$449,000.00 from TPWD Grant & \$1,349,350.00 from P464.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Agreement](#)

[Evaluation Sheet](#)

Form Review

Inbox

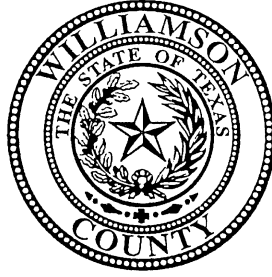
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:33 AM
03/28/2018 10:43 AM
Started On: 03/27/2018 02:57 PM



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** Champion Site Prep, L.P.
455-A State Hwy 195
Georgetown, TX 78633

for the **Project:** RV Park
Williamson County Expo
Phase II Development

Architect: Half Associates, Inc.
9500 Amberglen Blvd, Bldg F, Suite 125
Austin, TX 78729-1102

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and Champion Site Prep, L.P. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the RV Park Williamson County Expo Phase II Development (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within two hundred (200) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

- 4.1** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$1,798,350.00**

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$180,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day (\$500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: _____

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Dwayne Gossett, Project Manager
Williamson County Facilities
(512) 943-1611

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Phone: _____

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY
Williamson County, Texas,

Champion Site Prep, L.P.
455-A State Hwy 195
Georgetown, TX 78633

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT 1

**Minimum Insurance Coverages
and
Minimum Coverage Amounts**

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
----------	----------------

Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
--	-------------

Aggregate policy limits:	\$2,000,000
--------------------------	-------------

- 4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Bodily injury (including death)	\$1,000,000	\$1,000,000
---------------------------------	-------------	-------------

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EVALUATION - Expo RV Park
RFCSP 1801-210

Evaluation Criteria	Maximum Score Points	Champion Site Prep	The Barr Company	STR Constructors	HB Construction	Unity Contractor Services	Liberty Civil Construction	Patin Construction	Smith Contracting	Joe Bland Construction	G Hyatt Construction	CRU Ltd
Proposed Personnel	20	18	15	15	13	Non-Responsive	17	Non-Responsive	Non-Responsive	Non-Responsive	2	Non-Responsive
Experience & Reputation	20	19	17	17	12	Non-Responsive	14	Non-Responsive	Non-Responsive	Non-Responsive	11	Non-Responsive
Office Location <i>20 Points for Office Location in Williamson County or Adjacent County, 10 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas</i>	20	20	20	20	20	Non-Responsive	20	Non-Responsive	Non-Responsive	Non-Responsive	20	Non-Responsive
Price <i>40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount / Respondent No. X's Price Proposal Amount)</i>	40	40	38	35	35	Non-Responsive	33	Non-Responsive	Non-Responsive	Non-Responsive	26	Non-Responsive
TOTAL	100	97	90	87	80	0	84	0	0	0	59	0

Commissioners Court - Regular Session

38.

Meeting Date: 04/03/2018

IFB 1803-220 Crack Seal Services

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Crack Seal Services under IFB #1803-220.

Background

Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints in asphalt pavement. This expenditure will be charged to 01.0200.0210.003550. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[1803-220 Bid Packet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:33 AM
03/28/2018 10:43 AM
Started On: 03/28/2018 09:42 AM

Solicitation 1803-220

Crack Seal Services

Bid Designation: Public



Williamson County, Texas

Bid 1803-220 Crack Seal Services

Bid Number 1803-220
 Bid Title Crack Seal Services
 Expected Expenditure **\$350,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held
 Bid End Date May 3, 2018 3:00:00 PM CDT
 Question & Answer
 End Date Apr 27, 2018 5:00:00 PM CDT

Bid Contact Melissa Gurka
 Purchasing Specialist II
 512-943-3860
 melissa.gurka@wilco.org

Contract Duration 365 days
 Contract Renewal 2 annual renewals
 Prices Good for 1 year

Bid Comments **Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints in asphalt pavement.**

Item Response Form

Item 1803-220-01-01 - Please attach all documents to this line
 Quantity 1 each
 Prices are not requested for this item.
 Delivery Location **Williamson County, Texas**
 No Location Specified

Qty 1

Description

Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1803-220 Crack Seal Services

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 3, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 3, 2018 3:00:00 PM CDT**

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

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.

3.11. REJECTION OR ACCEPTANCE

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

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

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

3.12 RESPONSIBILITY

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

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

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

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

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (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 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 Additional Stipulations 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 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. If the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

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



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame stipulating the days to substantial and final completion will be given for completion of plans on this bid as each project is assigned. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are \$200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of \$200 per working day.

Additional Stipulations - Bid

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract. Bid guarantees must be submitted in the same sealed envelope with the Bid.** Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost**. This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

Additional Stipulations - Bid

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

- | | | |
|----|--|------------------------|
| A. | Worker's Compensation | Statutory – Texas Law |
| B. | Employer's Liability: | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

Additional Stipulations - Bid

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

- A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

Additional Stipulations - Bid

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).
 3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.
 4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).
 5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
 6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.
 7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 8. Project – Includes the provision of all services related to a building or construction contract for the County.
- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

Additional Stipulations - Bid

- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the County:
 - 1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;
 - 2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

Additional Stipulations - Bid

4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints and cracks in asphalt pavement. This Contract is intended to assist with the preparation of County maintained roadways for the application of surface treatments to begin within 10 days of acceptance of award. Timing is crucial in preparing as many streets as possible prior to the beginning of the HMA/CP/seal coat season.

As set out in this IFB, all Bids received will be evaluated on the best value for the County. Best value will be determined by considering the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Definition of Terms

County: Williamson County acting through the Williamson County Road and Bridge Division.

Contractor: Successful Bidder of the IFB.

Crack Seal: Cleaning and sealing joints and cracks (asphalt concrete) [Item 712 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014].

Inspector and/or Engineer: Employee of Williamson County supplied full time to the Contractor's crew for the oversight of the work. Should the work, as well as the geographical location, allow, the County may supply one Inspector for multiple crews.

Crack Seal Crew: Seven (7) working persons minimum and all equipment necessary to perform and complete the work.

Specifications: These Bid Specifications and the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the Contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time charges begin with crack seal crew on site with material at the correct temperature and ready for application.

Scope of Work

Vendor shall furnish crack seal services, including but not limited to crews and equipment to clean and seal joints and cracks in asphalt pavement in accordance with TxDOT specification 712 as well as technical specifications found attached and marked "Additional Technical Specifications". The Additional Technical Specifications are incorporated herein as if copied in full. The work shall be based on an annual Work Plan, which is marked "Annual Work Plan" and incorporated herein as if copied in full. The Work Plan is anticipated and will most likely occur on approximately 200 roads in all areas of Williamson County, including both neighborhood streets and rural county roads. If vendor is granted a contract extension for subsequent years, future Work Plan(s) will be approved at the time that Williamson County Commissioners approve such extension(s). The execution of the Work Plan(s) shall be under the direction and oversight of the Williamson County Engineer as authorized by the Senior Director of Infrastructure and the Williamson County Commissioners Court. Williamson County reserves the right and discretion to reasonably modify any Work Plan and work flow as necessary to meet the county's needs.

The County will supply the Contractor with 54.1 PN, TxDOT Class B, Asphalt Rubber Blocks.

All work shall be performed in accordance with the Specifications.

Performance and Progress

The County's Inspector and the Contractor's Designated Representative must, 24 hrs in advance, coordinate the work location(s) and the quantity and exchange of materials for the next day's work. A minimum of 24 hours notice shall be given to the Contractor prior to commencing any work at a new location. All work designated for a specific Working Day by County must be fully and finally completed by Contractor by no later than 6:00 P.M. on such Working Day.

Measurement and Payment

This work will be measured and paid for by the hour of each individual crack seal crew. All other items necessary for the proper performance of the work shall be included in the unit pricing. The Contractor will only be paid for the hours that all members of the crack seal crew are working and all equipment is functioning satisfactorily, as determined by the Inspector. The Inspector and the Contractor's

Designated Representative will document and sign off on total number of hours worked on each Working Day.

Should the contractor not receive notice from the County's inspector prior to 4 am, and the contractor mobilizes its crew to the work site but is unable to work due to inclement weather, contractor will be allowed to bill one (1) hour of work per crew.

In the event that County supplied material is found to be unaccounted for, cost of material will be withheld from contractor's invoiced work.

County shall not be required to pay for any work that is not performed in accordance with the Specifications.

General Notes

If during the contract period, contractor opts to store equipment on Williamson County's property (Central Maintenance Facility), this will happen at the contractor's risk. Williamson County will not be liable for any damages to or loss of contractor's property.

All construction equipment involved in roadway work shall be equipped, as approved by the Inspector, with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all areas of the right of way. The Contractor shall, at its expense, restore any area disturbed as a result of his operations to a condition as good as, or better than, that present prior to this contract.

The Contractor must ensure that the Contractor's Designated Representative and crew leader of each crew is fluent in English.

Contractor will, at all times, be 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.

Item 500 – Mobilization

This item shall conform to TxDOT Specification Item 500, Texas Department of Transportation Standard Specifications for Construction and Maintenance

of Highways, Streets, and Bridges 2014 with the following exceptions:

500.3 (A) is changed to: Payment will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

500.3 (B) Deleted.

BARRICADES, SIGNS, AND TRAFFIC HANDLING

This item shall conform to TxDOT Specification Item 502, Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. This item will not be paid directly, but shall be included in the crack seal crew bid item.

Contractor shall provide all traffic control measures to prosecute the work.

The Traffic Control Plan (TCP) for this project shall be detailed on TxDOT standard plan sheets BC(1) thru BC(12)-07, as provided for in Part VI of the Texas Manual on Uniform Traffic Control Devices. A minimum of two (2) flaggers, two (2) signs CW20-5AL1, CW20-5R or CW20-5L, and 28 inch cones will be required at each location in which crack sealing is in progress.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with the written approval by the Inspector. Two Lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Item 712 and shall be included in the crack seal bid.

Contractor must have a flagger stationed far enough back from the crack seal operation such that vehicles are not driving on crack seal that adheres to vehicles tires.

Flaggers must comply with all requirements outlined in TxDot Specification Item 502.2B.

Access to all side streets and driveways shall be maintained at all times at the sole expense of the Contractor.

The Contractor's Designated Representative shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the TCP.

CLEANING AND SEALING JOINTS AND CRACKS

This item shall conform to TxDot Specification Item 712, Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

This item will not be paid directly, but shall be included in the crack seal crew bid item.

Crews must be equipped with the appropriate melter/applicator for use with 54.1 PN, TxDOT Class B, Asphalt Rubber Blocks.

All cracks will be blown free of all debris using an air compressor (before sealant is applied) to a depth at least twice the crack width.

Squeegee work shall be required as directed by the County's Inspector.

The finished bead of sealing compound shall be no more than 1/8" thick, and kept as narrow as possible, but not to exceed 4" in width.

The Contractor shall use a crew(s) experienced in the application of crack sealers and flagging operations.

The Contractor shall have stand-by equipment ready and available within 24 hours to resume work should equipment malfunction.

Annual Work Plan (Year 1)

FOREST NORTH (SUBDIVISION)

BARRYKNOLL ST
 CHARNWOOD CT
 CHESTER FOREST ST
 EDDYSTONE ST
 ROXBOROUGH ST
 WOODMERE ST
 BROADMEADE AV
 CEDAR HUEST CR
 CHATTERTON CT
 HAVERSHAM CT
 HAZELHURST DR
 MEADOWHEATH DR
 NORCHESTER CT
 SHERBOURNE ST
 SHADY OAKS DR
 SHERBOOKE ST
 STILLFOREST ST
 TICHESTER CT
 TOTTENHAM CT
 BRAEBURN GLEN ST
 BRIAR HOLLOW DR
 BRIAR HOLLOW DR
 BRIAR HOLLOW DR
 KENSINGTON ST
 LONSDALE DR
 MOORBERRY ST
 PERTSHIRE ST
 WISERWOOD ST
 WOODTHORPE ST
 BAYSWATER GARDEN
 BEAUCHAMP SQUARE
 BRAES VALLEY ST
 BRAES VALLEY ST
 CHAPLE DOWN ST
 PADDINGTON CR
 PARLIAMENT HOUSE RD
 QUEENSLAND DR
 QUILBERRY DR
 THREADBO ST
 EFFINGHAM ST
 HOLBROOK STG

JOLLY OAKS (SUBDIVISION)

ROBINSNEST LN
 PARKLAND DR
 BRIGHT SIDE ST
 HARMINY HILL

BLUE RIDGE (SUBDIVISION)

BLUE SPRINGS DR
 BLUE RIDGE DR

WEST RIDGE (SUBDIVISION)

RAW HIDE LN
 N PRAIRIE LN
 S PRAIRIE LN
 N SUMAC LN
 S SUMAC LN
 N BUFFALO PASS
 S BUFFALO PASS
 QUAIL RUN
 SUMAC CV
 SPRING MEADOW CV
 N SAWGRASS LN
 S SAWGRASS LN
 WEST RIDGE LN
 N OCATILLO LN
 S OCATILLO LN

QUARRY LAKE ESTS (SUBDIVISION)

QUARRY LAKE ESTS DR
 QUARRY PARK CV
 QUARRY BLUFF

CIERRA VISTA (SUBDIVISION)

ANGELA DR
 CLARK PL
 SARAHS LN
 BRIDEGT CIR
 HOWARD LN

CIERRA SPRINGS (SUBDIVISION)

NEAL DR
 KENDRA DR

VILLAGE OAKS (SUBDIVISION)

SHADY OAK TERRACE
 SHASTA LN
 PARKLAND DR
 LONGVALE DR
 NEWBERRY DR
 SHADY OAK DR
 SPRINGVALE DR

TIMBERWOOD (SUBDIVISION)

EDDYSTONE TRL
 EDDYSTONE TRL
 MACHETE TRL
 TWISTEDBIRD LN
 RAINBOW CT

STONEWALL RANCH (SUBDIVISION)

QUARRY ROCK LP
 QUARRY ROCK CV
 SANDSTONE RD
 STONEWALL PKWY
 FIELDSTONE RD
 ROCKRIDGE TRL
 POLO DURO LN
 PRESPECTOR LN
 RHINESTONE CV
 LIMESTONE RD
 MILESTONE RD
 SILTSTONE WAY
 DRYSTONE TRL
 MARBLE HEADWAY
 QUARR LN
 ROCKHOUND LN
 GRANITE PATH
 FISSURE CV

RABBIT HOLLOW (SUBDIVISION)

RABBIT HOLLOW LN
 RABBIT RUN
 COTTONTAIL LN
 S MOURINING DOVE
 N MOURINING DOVE

ANDERSON MILL VILLAGE SOUTH (SUBDIVISION)

WOODVALE DR
 DALEWOOD DR
 COPPER CREEK DR
 SPRINGVALE DR
 LAND DR

WADE CROSSING (SUBDIVISION)

RUBY DR
 RATH DR

NORTHRIDGE ACRES (SUBDIVISION)

NORTHRIDGE RD
 HILLSIDE DR
 TERRACE DR
 SUMMIT DR
 PARKVIEW DR

WILLOW RUN (SUBDIVISION)

LICORICE LN
 MOCHA TRL
 LYMK DR
 ESPRESSO DR

GARDEN PARK (SUBDIVISION)

GREENPASTURE DR
 HYCRES DR
 SPRING GARDEN DR
 HARVEST DR

STONE HOUSE ESTS (SUBDIVISION)

S PECAN VIEW RD
 RICHLAND VIEW RD
 STONE HOUSE DR

WALNUT SPRINGS (SUBDIVISION)

SEBASTIAN LN
 JOSHUA DR
 LAYTON WAY
 DAKOTA DR

LAKE GEORGETOWN ESTS (SUBDIVISION)

ABRAMS RD

SHADY OAKS ESTATES (SUBDIVISION)

CHERRY WOOD COURT
 OAK BRANCH DRIVE
 TEN OAKS DRIVE
 WOOD COVE
 OAK BREEZE COVE
 BUENA VISTA DRIVE
 CROSSOVER LANE
 MARIPOSA BONITA DRIVE
 SILVER LEAF DRIVE
 SILVERADO DRIVE
 COPPER LEAF COURT
 TWIN CEDAR DRIVE
 ROBLE ROJO DRIVE
 CASCADA COVE
 ESCONDIDO DRIVE

EASTATES OF WESTLAKE (SUBDIVISION)

MARQUESA TRL
 VENEZIA CR
 PORTOAFINO LN
 SAN MARINO
 HIGHLAND SPRINGS LN
 WHISPERING SPRINGS LN

WEST LAKE OF THE WOODS (SUBDIVISION)

SILVERSTONE
 GOLDRIDGE DR
 LINDESY LN
 GOLDRIDGE CR

RESOURE COMMERCIAL PARK (SUBDIVISION)

MARKET ST

ESTANCIA (SUBDIVISION)

ESTANCIA WAY

WOODS OF FOUNTAINWOODS (SUBDIVISION)

STARLIGHT TRL
 CRYSTAL LN
 HALLIE CT
 KATE MARIE CV
 DIAMOND TRL
 HIGHLAND SPRINGS LN
 ROBERTS CR
 BOBBYS CV
 GOLDRIDGE DR
 SILVERS STONE DR
 ALUSSA DR
 ROLLING MEADOW TRL
 GUNN RANCH RD
 SAN MARINO TRL
 TUSCANY WAY
 BRANT DR

TUSCANY VILLAS (SUBDIVISION)

TUSCANY WAY
 BELLA VISTA

SNOW WOODS (SUBDIVISION)

HIGHLAND SPRINGS LN
 DAVIS LN

CRYSTAL LN
 ANNIES CV

FREDRICKSON RANCH (SUBDIVISION)

CROCKETT GARDENS
 CROCKETT GARDENS

EAGLE POINT DR
 JIM BOWIE DR

COUNTY ROADS

CEDAR BREAKS RD

CR 272

CR 117

TOWER RD

CR 352

S OLD CR180

CR 180

E OLD CR 180

DOWNING LN

CR226

CR 387

JUSTIN LN

CR 398

CR 424

CR 425

CR 425

CR 426

CR 444

CR 453

CR 470

CR 498

CR 434

CR 439

CR 483

CR 462

CR 377

AIRPORT RD

CR 395

CR 118

CR 130

CR 349

CR 358

WILLIAMSON COUNTY BID FORM

CRACK SEAL SERVICES FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	
2	Cost per crew (as defined in the General Notes and Technical Specs)	1750 HRS	Hour	

Number of crews available: _____

CHECK ONE OF THE FOLLOWING:

- I will offer the quoted prices to all authorized entities during the term of the County's contract.
- I will not offer the quoted prices to all authorized entities.

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: _____

Printed Name and Title of Signer: _____

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE
COMPLETED, SIGNED, AND RETURNED WITH BID**

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

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

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

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

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

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

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></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; width: 100%; height: 60px; margin-top: 10px;"></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; width: 100%; height: 60px; margin-top: 10px;"></div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input 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="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<input type="text"/>

Question and Answers for Bid #1803-220 - Crack Seal Services

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

39.

Meeting Date: 04/03/2018

IFB 180-221 EMS Supplies

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for EMS Supplies under IFB #1803-221.

Background

Williamson County is seeking qualified vendors to provide medical and pharmaceutical supplies to Williamson County EMS. This bid is for an annual commodity contract. Funding will be provided by department budgets as needed with multiple line items approved in FY2018 budget.

Fiscal Impact

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

Attachments

[IFB 1803-221 Bid Packet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 03/28/2018

Reviewed By

Randy Barker
Wendy Coco

Date

03/28/2018 10:33 AM
03/28/2018 10:43 AM
Started On: 03/28/2018 09:47 AM

Solicitation 1803-221

EMS Medical Supplies

Bid Designation: Public



Williamson County, Texas

Bid 1803-221 EMS Medical Supplies

Bid Number 1803-221
 Bid Title EMS Medical Supplies
 Bid Start Date In Held
 Bid End Date May 3, 2018 3:30:00 PM CDT
 Question & Answer End Date Apr 27, 2018 5:00:00 PM CDT

Bid Contact Melissa Gurka
 Purchasing Specialist II
 512-943-3860
 melissa.gurka@wilco.org

Contract Duration 365 days
 Contract Renewal 2 annual renewals
 Prices Good for 90 days

Bid Comments **Williamson County is seeking qualified vendors to provide medical and pharmaceutical supplies to Williamson County EMS.**

Item Response Form

Item 1803-221-01-01 - Please attach all documents to this line
 Quantity 1 each
 Prices are not requested for this item.
 Delivery Location **Williamson County, Texas**
No Location Specified
 Qty 1

Description
 Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1803-221 EMS Medical Supplies

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 3, 2018 3:30:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 3, 2018 3:30:00 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.

3.11 REJECTION OR ACCEPTANCE.

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

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

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

3.12 RESPONSIBILITY

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

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

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

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

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

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

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (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 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 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.

Technical Specifications

BID SPECIFICATIONS

Scope of Services

Williamson County is seeking qualified vendors to provide medical supplies to Williamson County EMS.

Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term beginning on the date of Commissioners' Court award and continue for twelve (12) months thereafter.

Contract Extensions

The Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of Thirty-six (36) months.

The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

General Information

Prices are to be F.O.B. destination (freight included).

Delivery:

- Individual packages are to be shipped by common carrier (UPS or FEDEX).
- Palletized loads must be delivered by a truck with lift gate. No fork lift available.

Samples are to be provided upon request. Requested samples must be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.

Brand name or County approved equivalent: Any Catalog, brand name or manufacturer's reference used in this IFB is descriptive-unless so stated-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If Bid is based on other than reference specifications, the Bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the Bid. If Bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

Notate on Bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

In the event of a disaster, the County reserves the right to have disaster supplies drop shipped to the disaster site.

During the Contract period, if a product is discontinued, the County is to be notified immediately so that substitutions or other arrangements can be made.

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES:

Shipping Address for UPS Deliveries: 508 Holly St.
Georgetown, TX 78626

Shipping Address for Truck Deliveries (pallets): 508 Holly St.
Georgetown, TX 78626

Billing Address: P O Box 873
Georgetown, TX 78627

Point Of Contact: Kirk Becker 512-430-0991

State delivery time after receipt of purchase order: _____.

Delivery time shall be a consideration in the evaluation process.

Successful Bidder shall notify the County immediately if a product is not going to be shipped in time to be received by the County in accordance with the above stated time frame.

Williamson County reserves the right to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more Bidders; to reject any or all Bids or waive any informality or technicality in Bids received.

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
345-30	1	50 BX	"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)				
345-30	2	400	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)				
345-30	3	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.				
345-30	4	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.				
345-30	5	500 EA	4 X 4 STERILE GAUZE				
345-30	6	2500 EA	4" X 4" NON-STERILE SPONGES 8 PLY				
345-30	7	50 EA	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK				
269-72	8		ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.				
269-72	9	400 EA	ADENOCARD 6mg / 2ml (VIALS ONLY)				
269-72	10		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES				
345-30	11		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030				
345-30	12		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030				
345-30	13		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030				
345-30	14		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030				
345-30	15		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030				
345-30	16		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030				
345-30	17		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030				
269-72	18	200 EA	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)				
345-30	19	200 BX	ALCOHOL PREP PADS @ 200 PER BOX				
269-72	20	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				
269-72	21	100 BTL	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.				
345-30	22	200	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)				
345-30	23	60	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)				
	24		CASE FOR ASSURE BLOOD GLUCOSE METER				
345-30	25	80	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2				

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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
269-72	26	500 EA	ATROPINE 1MG/10ML, PFS (NEEDLELESS)				
269-72	27	600 EA	ATROPINE 1MG/1ML VIAL				
269-72	28	20	ATROPINE 8MG/20ML MULTIDOSE VIAL				
269-72	29	300 EA	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE				
345-30	30	25 EACH	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS				
345-30	31	50 EA	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)				
345-30	32	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.				
345-30	33	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)				
345-30	34	25	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED				
345-30	35	100	BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H20, and PEEP VALVE DIVERTER: TO BE ASSEMBLED PRIOR TO SHIPMENT.				
	36		BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT				
345-30	37	25	BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:				
345-30	38	100 EA	BED PANS, FRACTURE STYLE				
269-72	39	750 EA	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS				
269-72	40	50	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.				
269-72	41	100 EA	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES				
345-30	42	25	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY				
	43		BLANKET, READY-HEAT INFANT WARMING COCOON				
345-30	44	500 EA	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)				
345-30	45	500 EA	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERRED				
345-30	46	3000 EA	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW <u>GLASS TUBES WILL NOT BE ACCEPTED!</u>				
345-30	47	100 EA	BLOOD PRESSURE CUFF, ADULT: MABIS style				

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345-30	48	25 EACH	BLOOD PRESSURE CUFF, ADULT: NON-LATEX				
345-30	49	30 EA	BLOOD PRESSURE CUFF, CHILD: MABIS style				
345-30	50	50 EA	BLOOD PRESSURE CUFF, INFANT: MABIS Style				
345-30	51	50 EA	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style				
345-30	52	25 EA	BLOOD PRESSURE CUFF, THIGH: MABIS Style				
345-30	53	250 EA	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.				
345-30	54		BURETROL SET W/ AUTOMATIC SHUT OFF. B-Braun 375059 ONLY (NO SUBS)				
850-64	55		BURN SHEET 60" X 90"				
269-72	56	200 EA	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT				
345-94	57	100	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)				
	58		CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)				
345-30	59	20 EA	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"				
345-30	60	1500 EA	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE				
345-30	61	500 EA	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped				
345-80	62	NEW	CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)				
345-80	63	NEW	CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)				
345-80	64	NEW	CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)				
345-30	65		CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.				
269-72	66	10	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT				
269-72	67	NEW	DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
269-72	68		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS				
269-72	69	400 EA	DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)				
269-72	70	250 EA	DILTIAZEM 25MG/5ML REFRIGERATED VIALS				
345-30	71		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY				

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345-30	72	2000 EA	DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX <u>NO SUBSTITUTIONS.</u>				
269-72	73		DROPERIDOL 5MG/2ML VIALS				
345-30	74	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.				
345-30	75		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.				
345-30	76	50 EA	EASY CAP EtCO2 DETECTOR, ADULT				
345-84	77		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)				
345-30	78	50 EACH	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)				
345-30	79	250 EA	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)				
345-30	80	200 EA	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)				
269-72	81	1500 EA	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)				
269-72	82	250 EA	EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.				
269-72	83	NEW	ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
345-30	84	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)				
345-30	85	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)				
345-30	86	250 EA	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)				
345-30	87	100 EA	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)				
345-30	88	100 EA	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)				
345-30	89	200 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB				
345-30	90	500 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB				
345-30	91	200 EA	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS.				
269-72	92	750 EACH	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)				
345-30	93	10	FERNO CODE 1 PEDI Bag w/ pouches, RED				
345-30	94	10	FERNO TRAUMA AW Mgmt. BAGS. Red				

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201-41	95	NEW	GLOVES MICROFLEX LIFESTAR XS-XXL				
201-41	96	NEW	GLOVES SUPRENO EC PF XS-XXL				
201-41	97		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.				
201-41	98	500 BOXES EACH	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)				
269-72	99	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)				
269-72	100		HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)				
345-30	101		HALO CHEST SEALS (2 PACK)				
345-30	102	2000 EA	HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS				
345-30	103	250 EA	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS				
875-70	104	200 EA	HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS				
200331	105	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	106	250 EA	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)				
200331	107	30 BX	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	108	100 BX	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	109	100 BX	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	110	100 BX	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)				
200331	111	30 BX	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)				
200331	112	30 BX	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)				
200331	113		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.				
200331	114	200 EA	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE				
200331	115	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	116	100 EA	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)				
200670	117	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)				

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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
200325	118	1200 EA	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)				
200331	119	400 EA	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)				
200331	120	NEW	IRRIGATION CAP WOUND SHIELD (662209)				
200331	121	25 BX	K Y JELLY .09 OZ FOIL PACK				
200331	122	10 EA	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125				
200325	123		KETAMINE: 500MG/10ML VIALS				
200331	124	10	KING VISION REUSABLE DISPLAY (KVISO1)				
200331	125	300	KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)				
200331	126	75 BX	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS				
200331	127	NEW	LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)				
200325	128	600 EA	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)				
200331	129	10	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)				
200331	130	100 EA	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)				
200331	131	10	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)				
200331	132	10 EA	MAGILL FORCEPS, ADULT				
200331	133	10 EA	MAGILL FORCEPS, PEDI				
200325	134	150 EA	MAGNESIUM SULFATE, 1 GM VIALS				
200331	135	100 EA	MALE URINAL, PLASTIC				
200325	136	250 EA	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)				
200335	137	200 EA	MULTI TRAUMA DRESSING 10" X 30"				
200670	138	200 EA	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.				
100875	139	100 BX	NAIL POLISH REMOVER PACKS				
200325	140	750 EA	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)				

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200331	141	4000 EA	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)				
200331	142		NASAL CANNULA, PEDI (LATEX FREE)				
200331	143	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	144	200	NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000)				
200331	145	100	NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.				
200331	146	100	NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS				
200331	147	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	148	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	149	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	150	200	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #1402030 PREFERRED.				
200331	151		NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)				
200335	152	500 EA	NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)				
200335	153	250	NEEDLE, 25ga. X 5/8"; LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE				
200331	154	10	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)				
200325	155		NITRO -BID FOILPAKS: NDC 0168-0326-08				
200325	156	200 EACH	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.				
200331	157	1000 EA	NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)				
200331	158	500 EA	NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)				
200325	159	100 EA	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)				
200325	160	2000	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)				
200325	161	200	NORMAL SALINE, 100 CC BAGS				
200325	162	2000 EA	NORMAL SALINE, 1000 CC BAGS				

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200325	163	2000 EA	NORMAL SALINE, 500 CC BAGS				
200331	164	NEW	NOSE CLIP PLASTIC				
200331	165	50 EA	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.				
200331	166	100 EA	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)				
200331	167	10	OXYGEN, <u>PRESSURE REGULATOR FOR "D" SIZE TANK</u> , 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	168	50 EA	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)				
200331	169	50 EA	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)				
200331	170	10 EA	OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.				
200331	171	30 EA	OXYGEN: FLOW METER; <u>REPLACEMENT OXYGEN TREE</u> - PLASTIC				
200331	172	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	173	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	174	2000	OXYGEN: <u>SUPPLY TUBING</u> , UNIVERSAL (APPROX. 7 feet length)				
200670	175		PARA SHIELD FACE SHIELD WITH MASK				
200331	176		PATIENT RESTRAINTS LEG, POSEY 2791Q				
200331	177		PATIENT RESTRAINTS WRIST, POSEY 2790Q				
200331	178	200 EA	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)				
200331	179	200 EA	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)				
200331	180		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.				
200310	181		PHILIPS ECG MONITORING ELECTRODES, M2202A				
200310	182		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A				
200310	183		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A				
200310	184		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920				
200310	185		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923				
200310	186		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY				

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200310	187		PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE				
200310	188		PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)				
200310	189		PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)				
200310	190		PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR				
200310	191		PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)				
200310	192		PHILIPS MRX; LITHIUM ION BATTERY MODULE				
200310	193		PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M				
200310	194		PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).				
200310	195		PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS				
200310	196		PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER				
200310	197		PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER				
200310	198		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI				
200310	199		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT				
200310	200		PHILIPS MRX; TEST LOAD FOR USE W/ M3506A				
200310	201	2000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS				
200310	202	1000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS				
200310	203		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM				
200310	204		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM				
200310	205		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM				
200310	206		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM				
200310	207		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM				
200310	208		PHILIPS NECLOR SpO2 ADAPTER CABLE				
200310	209		PHILIPS RX; AC POWER MODULE				
200331	210	50 BX	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER				
200331	211		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.				

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	212	30 EA	PROVIDINE IODINE PREP PADS				
	213	NEW	QUANTUM ACR4 CHILD RESTRAINT				
200335	214	500 EA	QUIKCLLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages				
200675	215		RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.				
200331	216	10 EA	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade				
200325	217		REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)				
	218		RESTRAINTS SOFT POSEY 2510 (NO SUB)				
200331	219	100 EA	RING CUTTER				
200331	220	NEW	ROCHESTER CURVED FORCEPS 8.50" (2812-80994)				
200325	221	50	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.				
200331	222	10 EA	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!				
200331	223	500 EA	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)				
200300	224	50 EA	SCOOP STRETCHER: FERNO MODEL 65				
200331	225	1000 EA	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)				
200331	226	500 EA	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)				
200331	227	100 EA	SHARPS SHUTTLE, FOR USE IN MED KIT.				
200325	228	100 ea	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS				
200331	229	50 EA	SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.				
200331	230	200 EA	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)				
200331	231		SPLINT, PELVIC BINDER - SAM PELVIC SLING II				
200331	232	1000 EA	SPLINTS 9", PADDED I.V. ARM BOARD				
200335	233	NEW	SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)				

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
200325	234	100 EA	STERILE WATER FOR INJECTION, 10ML VIAL				
200325	235	100	STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)				
200331	236	100 EA	STETHOSCOPE DUAL HEAD, GENERIC				
200300	237	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)				
200300	238	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)				
200300	239	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)				
	240		STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or Curaplex XPS)				
200300	241	20	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90"				
200300	242	50 EA	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY				
200300	243	300 EA	STRYER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)				
200300	244	200 EA	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)				
200331	245	300 EA	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)				
200331	246	10 EA	SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)				
200331	247	5 EA	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)				
200331	248	10 EA	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)				
200331	249	1000 EA	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]				
200331	250	1000 EA	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)				
200335	251	2000 EA	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box				
200335	252	500 EA	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.				
200335	253	500 EA	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.				
200335	254	1000 EA	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.				
200335	255	500 EA	SYRINGE, 30/35 CC - LUER LOCK TIP without needle.				
200335	256	200 EA	SYRINGE, 60 CC - CATHETER TIP without needle.				
200335	257	100 BX	SYRINGE, 60 CC - LUER LOCK without needle.				
200335	258	200 BX	SYRINGE, 60CC - SLIP TIP without needle.				

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	259		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)				
200331	260	10	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)				
200331	261	NEW	Tape, Coban 1"				
200331	262	NEW	Tape, Coban 2"				
200325	263	10	TETRACAINE 0.5%. 2ML BOTTLES				
	264		THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES				
200331	265		THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690				
200331	266		THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690				
200331	267	10	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)				
200331	268	NEW	Thermovent HME Device (70-580011EA)				
200331	269	50	TINCTURE OF BENZOIN; SWAB AMPULES				
200331	270	10	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE				
200331	271	50 EA	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK				
200331	272	100 EA	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE				
200325	273	NEW	TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				
200335	274	100 EA	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)				
200325	275	300 EA	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.				
200325	276		TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES				
200331	277	20 EA	URINAL W/ LID: FOR USE ON AMBULANCE				
200325	278	100 EA	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.F.S. (NEEDLELESS)				
200331	279	250 EA	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE				
	280		VENTILATOR CIRCUIT WITH PROTECTIVE SLEEVE O-TWO 01CV8030-CS ONLY (NO SUB)				
200331	281	250 EA	VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. <u>ALLIED LSP #L599-190 ONLY</u>				
200325	282		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.				
200331	283	NEW	VETBOND SKIN ADHESIVE (TWM3M1469)				
200335	284	NEW	WOUND STAPLER 35 STAPLES PER GUN (218-8535)				
200325	285	100 Boxes	Zofran (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX				

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
200325	286	100 boxes	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS				

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

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

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

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

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

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

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></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; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 5px;"> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">5</div> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">6</div> </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; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 5px;"> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">5</div> <div style="border: 1px solid black; width: 15px; height: 15px; display: inline-block; text-align: center; line-height: 15px;">6</div> </div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input 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="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5
6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5
6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1803-221 - EMS Medical Supplies

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

40.

Meeting Date: 04/03/2018

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 North Woods Road District.
- c) Project Amazon
- d) Wolf Lakes
- e) Project Capstone

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: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:48 AM

Started On: 03/28/2018 09:40 AM

Commissioners Court - Regular Session

41.

Meeting Date: 04/03/2018

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. 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: CR 101
- e) Discuss the acquisition of real property: CR 200
- f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- g) Discuss the acquisition of real property for SH 29 LTP.
- h) Discuss the acquisition of real property for County Facilities.
- i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
- k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
- l) Discuss the acquisition of real property for Seward Junction SE Loop.
- m) Discuss the acquisition of real property for SH 29 @ DB Wood.
- n) Discuss the acquisition of real property for Hairy Man Rd.
- o) Discuss the acquisition of real property for SW Bypass.
- p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- q) Discuss Cedar Hollow low water crossings and Lost River.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss wastewater easements in Berry Springs Park
- c) Discuss sale of County property on Ronald Reagan Blvd.
- d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- e) Potential governmental uses for 8th Street downtown parking lot

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

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 03/28/2018

Reviewed By

Wendy Coco

Date

03/28/2018 09:48 AM
Started On: 03/28/2018 09:39 AM