

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 23RD, 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 – 11)

5. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
6. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction including one (1) Dell Optiplex 760 and one (1) Ford F150 X Cab, pursuant to Tx. Local Gov't Code 263.152.
7. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:
 - a. Celebration Church (Traffic control and security during various church services)
 - b. City National Bank (refill ATM's in Eastern Williamson County)
8. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (J.T. Powers, Jr.) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

9. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 7 in the amount of \$26,560.00 to approve funding for additional hardware, paving, plumbing and flooring scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.
10. Discuss, consider and take appropriate action on Supplemental Work Authorization 1 under Williamson County Contract between HDR Inc and Williamson County dated October 8, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.
11. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan for Williamson County Road and Bridge.

REGULAR AGENDA

12. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
13. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement between Fiberlight and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
P260 Funding Source: Road Bond
14. Discuss, consider and take appropriate action on the CR 200 Consent to Contract Assignment between Williamson County and Jones & Carter, Inc. relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.
15. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$225,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd @ IH-35 Bridge (P231) of \$100,000 and CR 305 @ IH-35 Ph 1 (P306) of \$125,000.
16. Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 17 from Chasco Constructors in the amount of \$40,704.00 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency, Owners Contingency and Misc. Waterproofing Line Item.
17. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 65 from Vaughn Construction in the amount of \$80,526.00 to approve funding from within the existing contract for general conditions and a fuel station tank liner. This change order is being funded by Buyout Savings.
18. Discuss, consider and take appropriate action on a Right of Entry and Possession Agreement with Paloma Lake MUD No. 1 for right of way needed on the CR 110 Middle project (Parcel 1M and 1M-E). Funding Source: Road Bonds P261
19. Discuss, consider and take appropriate action on approving a 2013 Park Bond Budget Transfer to move \$350,617.32 to Brushy Creek Trail Phase V (P419) from Champion Park Phase 2 (P321) of \$101,781.24, Hike & Bike Trail Precinct 1 (P446) of \$98,836.08 and Park Land Acquisition (P444) of \$150,000.

20. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 31 and the County of Williamson, Texas.
21. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 32 and the County of Williamson, Texas.
22. Discuss, consider, take appropriate action on a Line Item Transfer for Emergency Communications

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004998	911 Comm/Contingency Funds	37,964.16
To	0100.0581.001113	911 Comm/FTO	31,200.00
To	0100-0581-002010	911 Comm/FICA	2,386.80
To	0100-0581-002020	911 Comm/Retirement	\$4,377.36

23. Discuss, consider and take appropriate action concerning the Commissioners Court holiday schedule for November, December and January.
24. Discuss, consider and take appropriate action on a First Amendment to a Professional Services Agreement between Williamson County and Melanie Thevis, D.V.M. relating to veterinarian services for the Williamson County Regional Animal Shelter.
25. Discuss, consider and take appropriate action exempting PowerDMS, INC from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code 262.024(a)(7), as the exclusive provider for an accreditation management software subscription recognized by CALEA (Commission on Accreditation for Law Enforcement Agencies) and approving an agreement between PowerDMS, INC and Williamson County by authorizing the execution of the agreement.
26. Discuss, consider, and take appropriate action on the extension of Billing Services contract #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2018 – November 16, 2019, with DM Medical Billings, LLC.
27. Discuss, consider and take appropriate action on authorizing the extension of the Williamson County Pollution Liability coverage with AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC0001688373 for the term of 12/18/18 - 12/18/19.
28. Discuss, consider, and take appropriate action on authorizing the annual agreement for the Microsoft Premier Support Services on DIR Contract #DIR-TSO-3781, for the term of November 1, 2018 – October 31, 2019 with Microsoft Corporation for the amount of \$48,300.
29. Discuss, consider, and take appropriate action on awarding RFCSP #1808-253 Brushy Creek Regional Trail Phase V to the overall best proposer Chasco Constructors, Ltd., LLC and authorizing execution of the agreement.
30. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 3 between Williamson County and RVE, Inc. D/B/A RVi for landscape architectural services in relation to the Brushy Creek Regional Trail Phase V project and authorizing execution of the supplemental agreement.

31. Discuss, consider and take appropriate action on approving Supplemental Agreement between Williamson County and Populous, Inc. for architectural and engineering services in relation to the Williamson County Expo Center project and authorizing execution of the supplemental agreement.
32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$298.00

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$298.00

34. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of the FY 17 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	1911.21

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Educ Aids/Matls	1911.21

36. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Buildings department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	\$34,760.00

EXECUTIVE SESSION

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

37. 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
 - f) Project Dalton House
 - g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
38. 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 the acquisition of real property for CR 111.
 - r) Discuss the acquisition of real property for Corridor H
 - s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
 - t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
 - u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
 - v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - w) Discuss the acquisition of right-of-way for Corridor C.
 - x) Discuss the acquisition of right-of-way for Corridor F.
 - y) Discuss the acquisition of right-of-way for Corridor D.
 - z) Discuss the acquisition of right-of-way for Southeast Corridor.
 - aa) Discuss the acquisition of right-of-way for Reagan extension.
 - bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.
- 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
- f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- g) Discuss property usage at Longhorn Junction
- h) Discuss sale of excess 183A right of way to abutting property owner.
- 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.
- F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

39. 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- i) Berry Springs Park and Preserve pipeline
- j) 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.
- k) 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.
- l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- m) 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
- n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
- o) 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.
- p) 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.
- q) 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
- r) 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.
- s) Discuss law in relation to Williamson County compensation policies.
- t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
- v) Potential opioid litigation

- w) Valerie Adams - EEOC Charge No. 450-2018-03807
- x) Terry Ballard – EEOC Charge No. 451-2018-02074
- y) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
- z) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
- aa) Legal matters relating to Sunset Meadows Subdivision.

- 40. 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).
- 41. 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).
- 42. Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Human Resources Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

- 43. Discuss and take appropriate action concerning economic development.
- 44. Discuss and take appropriate action concerning real estate.
- 45. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - f) 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
 - g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - i) Berry Springs Park and Preserve pipeline
 - j) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - k) 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.
 - l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - m) 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
 - n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaella Johnson.
 - o) 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.

p) 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.

q) 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

r) 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.

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

t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas

u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas

v) Potential opioid litigation

w) Valerie Adams - EEOC Charge No. 450-2018-03807

x) Terry Ballard – EEOC Charge No. 451-2018-02074

y) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.

z) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)

aa) Legal matters relating to Sunset Meadows Subdivision.

46. 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.

47. 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:** 10/23/2018

Compensation Items

Submitted By: Kristy Grant, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

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

Attachments[Merit LIT 10.23.18](#)[Merit Details 10.23.18](#)

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kristy Grant
Final Approval Date: 10/18/2018

Reviewed By

Tammy Fennell
Wendy Coco

Date

10/18/2018 11:42 AM
10/18/2018 12:37 PM
Started On: 10/18/2018 09:55 AM

				TO	From
Entity	Fund	Dept	Object	dr	cr
01	0100	0475	001100	1,947.10	
01	0100	0475	001130		1,947.10

Department	Position	Emp Num	Current Annual Salary	Merit %	Final Proposed Salary	Earliest Effective Date
County Attorney	CA Chief Fam Atty.0045.001100	14715	\$97,357.00	2%	\$99,304.14	10/24/2018

Commissioners Court - Regular Session**6.****Meeting Date:** 10/23/2018

Asset Auction 10/23/2018

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 one (1) Dell Optiplex 760 and one (1) Ford F150 X Cab, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

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

Attachments[Asset Auction 1](#)[Asset Auction 2](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/18/2018 11:00 AM
10/18/2018 11:08 AM
Started On: 10/18/2018 08:24 AM

Williamson County

Asset Status Change Form

9-27-2018

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 760	53453	GJXGHK1		Non-Working

Parties involved:

FROM (Transferor Department): COUNTY CLERK'S OFFICE

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Nancy E. Rister

Nancy Rister

Print Name

Print Name

Nancy E. Rister

+1 (512) 943-1549

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

OCT 15 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	210 - Unified Road Systems
County VIN/Serial Number	1FTFX1CF8DKE52395
Equipment/Door Number	UB1346
License Plate	1156607
Year	2013
Make	FORD
Model	F150 X CAB
Comments (mileage, mechanical issues, other info)	131,464 MILES
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 9/14/2018 8:00 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Has mechanical engine failure. Cost of repair exceeds value
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 9/14/2018 9:25 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 9/28/2018 10:04 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 10/11/2018 2:57 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 10/17/2018 2:42 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**7.****Meeting Date:** 10/23/2018

Vehicle Reimbursement Agreements for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:

- a. Celebration Church (Traffic control and security during various church services)
- b. City National Bank (refill ATM's in Eastern Williamson County)

Background

These agreements give permission for Celebration Church and City National Bank to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage.

Fiscal Impact

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

AttachmentsCelebration ChurchCity National Bank

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 08:56 AM

Started On: 10/18/2018 07:58 AM

STATE OF TEXAS § **VEHICLE REIMBURSEMENT**
 § **AGREEMENT WITH**
 § **NON-GOVERNMENTAL**
 § **ORGANIZATION**
 § **REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON § **CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

4. The term of this AGREEMENT shall begin on the October 1st, 2018 and shall terminate on September 30, 2019. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626
9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Celebration Church

Signature: Sheryle Knorre

Printed Name: Sheryle Knorre

Title: Executive Director

Date: October 2, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff's Office

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: October 17, 2018

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the Oct 1, 2018 2018 and shall terminate on September 30, 2019. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization:

City NATIONAL BANK

Signature:

Steven Kovar

Printed Name:

STEVEN KOVAR

Title:

Vice President

Date:

10/2, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office:

Sheriff

Printed Name of Official:

Robert Chody

Signature of Official:

[Signature]

Date:

October 17, 2018

Address of Office:

508 S. Rock St.

Georgetown

, TX

78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**8.****Meeting Date:** 10/23/2018

indigent burial

Submitted By: Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (J.T. Powers, Jr.) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

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

AttachmentsJTPowers

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 11:29 AM

Started On: 10/18/2018 11:17 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(James T. Powers, Jr.)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

James T. Powers, Jr. ("deceased") (SSN xxx-xx-3935) passed away on October 6, 2018 at the age of 64 as a nursing home resident in Justice of the Peace, Pct. 1 of Williamson County, Texas.

The Court further finds that there have been numerous attempts and investigation to obtain information regarding next of kin or available resources for burial. However, no resources have been found, and all attempts to contact next of kin have failed to identify any responsive individual. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas

Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County and the deceased was indigent.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of October, 2018.

Hon. Dan Gattis
Williamson County Judge

RESPONSIBLE PARTY/APPLICANT AFFIDAVIT

AFFIDAVIT OF INDIGENT STATUS AND ACKNOWLEDGMENT OF
CONDITIONS OF ELIGIBILITY FOR THE WILLIAMSON COUNTY
INDIGENT CREMATION OR ANATOMICAL GIFT PROGRAM

Upon my oath, I swear that there are no known resources available from any individual, organization or entity, to include life insurance benefits, real property, cash, bank accounts, social security benefits, etc., to provide for the disposition of the remains of the aforementioned deceased, identified by name as James T. Powers. The date of death of the deceased was 10/6/18 in Williamson County. I further attest that I understand the Williamson County prohibits family members/survivors or others to pay for additional services and acknowledge that Williamson County retains authority and control over the disposition of the body and/or remains. I understand if it is found that I am financially able to pay for services at the date of the deceased's death, Williamson County may seek out financial reimbursement for the expenses incurred for the funeral arrangements provided for the aforementioned deceased.

James T. Powers
Printed Name of Responsible Party/Applicant

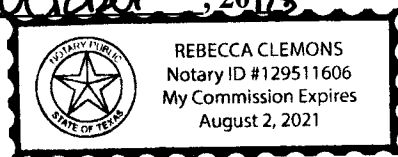
(512)635-4143
Contact Number

James T. Powers
Signature of Responsible Party/Applicant

10/18/18
Date

* No financial obligation

Sworn to and subscribed before me the undersigned Notary Public, this 18th day of October, 2018



Rebecca Clemons
Notary Public

My Commission expires August 2, 2021

Commissioners Court - Regular Session**9.****Meeting Date:** 10/23/2018

Animal Shelter Expansion, P435 - Change Order 7

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 Regional Animal Shelter Expansion Project; Change Order # 7 in the amount of \$26,560.00 to approve funding for additional hardware, paving, plumbing and flooring scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Manager and Owner's Contingencies.

Background

Change Order to fund additional plumbing, paving, hardware and flooring scopes of work to complete the project per the original design intent and per supplemental instructions for improvements. All additional scope was necessary based on RFI's, Owner comments and Architects/Engineers comments to complete the project per the original design intent and/or as part of the process to make general improvements to it.

On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion 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
---------	----------	-------------	--------

Attachments[AS Change Order 7](#)[AS CO7 Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 11:40 AM

Started On: 10/18/2018 11:29 AM



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 007

Date: 1/8/18

Date: 10/1/18

OWNER: (Name and address)

Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: (Name and address)

Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

CONTRACTOR: (Name and address)

J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 7 includes the below listed Vaughn Change Proposals # 32-#39 and #41-42. For Vaughn Project No. 2491-01.

- CP No. 32 - Provide epoxy caution paint at the perimeter of the H Building Kennel Runs
- CP No. 33 - Provide base plate to fix structural brace in the women's restroom in the New Adoptions Building
- CP No. 34 - Provide Aluminum Doors to openings 416A, 417A and 419 per reviewed submittal comments from Jackson & Ryan
- CP No. 35 - Provide additional asphalt work per ASI 001
- CP No. 37 - Provide installation of water supply for SMT System per ASI 007 issued by Jackson & Ryan
- CP No. 38 - Provide rework of plumbing lines in the Dish Wash Room of the H Building per RFI 84
- CP No. 39 - Provide redirecting of the gas line in the laundry room to accommodate new duct work
- CP No. 41 - Provide the repair of damaged epoxy floors due to rain damage

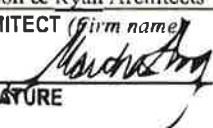
The original Contract Sum was	\$ 9,499,295.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 9,499,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 9,499,295.00
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be 3/6/19	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jackson & Ryan Architects

ARCHITECT (Firm name)


SIGNATURE

Martha Seng

PRINTED NAME AND TITLE

10/12/18

DATE

J.T. Vaughn Construction, LLC

CONTRACTOR (Firm name)


SIGNATURE

Mike Simpson

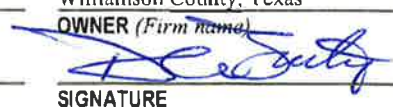
PRINTED NAME AND TITLE

10/2/2018

DATE

Williamson County, Texas

OWNER (Firm name)


SIGNATURE

Dale Butler

PRINTED NAME AND TITLE

10-12-18

DATE

**AIA®****Document G701™ – 2017****Change Order****PROJECT:** *(Name and address)*Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626**CONTRACT INFORMATION:**

Contract For: General Construction

CHANGE ORDER INFORMATION:

Change Order Number: 007

Date: 1/8/18

Date: 10/1/18

OWNER: *(Name and address)*Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626**ARCHITECT:** *(Name and address)*Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005**CONTRACTOR:** *(Name and address)*J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order No. 7 includes the below listed Vaughn Change Proposals # 32-#39 and #41-42. For Vaughn Project No. 2491-01.

- CP No. 32 - Provide epoxy caution paint at the perimeter of the H Building Kennel Runs
- CP No. 33 - Provide base plate to fix structural brace in the women's restroom in the New Adoptions Building
- CP No. 34 - Provide Aluminum Doors to openings 416A, 417A and 419 per reviewed submittal comments from Jackson&Ryan
- CP No. 35 - Provide additional asphalt work per ASI 001
- CP No. 37 - Provide installation of water supply for SMT System per ASI 007 issued by Jackson & Ryan
- CP No. 38 - Provide rework of plumbing lines in the Dish Wash Room of the H Building per RFI 84
- CP No. 39 - Provide redirecting of the gas line in the laundry room to accommodate new duct work
- CP No. 41 - Provide the repair of damaged epoxy floors due to rain damage

The original Contract Sum was	\$ 9,499,295.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 9,499,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 9,499,295.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be 3/6/19

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jackson & Ryan Architects

ARCHITECT *(Firm name)*

J.T. Vaughn Construction, LLC

CONTRACTOR *(Firm name)*

Williamson County, Texas

OWNER *(Firm name)***SIGNATURE****SIGNATURE****SIGNATURE**

Martha Seng

PRINTED NAME AND TITLE

Mike Simpson

PRINTED NAME AND TITLE

Dale Butler

PRINTED NAME AND TITLE**DATE****DATE****DATE**

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$7,666,840	\$228,082	\$300,000	\$1,034,210	\$270,163	\$9,499,295	\$9,499,295
1	OCO 1	0	0	\$10,878	(\$10,964)	\$0	\$86	\$0	\$0	\$9,499,295
2	OCO 1	0	0	(\$8,139)	\$8,139	\$0	\$0	\$0	\$0	\$9,499,295
3	OCO 1	0	0	(\$3,945)	\$3,924	\$0	\$21	\$0	\$0	\$9,499,295
4	OCO 1	0	0	\$412	(\$412)	\$0	\$0	\$0	\$0	\$9,499,295
5	OCO 1	0	0	\$11,089	\$0	(\$11,615)	\$143	\$383	\$0	\$9,499,295
OCO 1 Totals		0	0	\$10,295	\$687	(\$11,615)	\$250	\$383	\$0	\$9,499,295
6	OCO 2	0	0	\$1,423	\$0	(\$1,491)	\$18	\$50	\$0	\$9,499,295
7	OCO 2	0	0	\$769	\$0	(\$806)	\$10	\$27	\$0	\$9,499,295
8	OCO 2	0	0	\$3,595	(\$3,640)	\$0	\$45	\$0	\$0	\$9,499,295
9	OCO 2	0	0	\$16,917	(\$17,128)	\$0	\$211	\$0	\$0	\$9,499,295
10	OCO 2	0	0	(\$9,016)	\$9,016	\$0	\$0	\$0	\$0	\$9,499,295
OCO 2 Totals		0	0	\$13,688	(\$11,752)	(\$2,297)	\$284	\$77	\$0	\$9,499,295
11	OCO 3	0	0	\$5,028	\$0	(\$5,201)	\$0	\$173	\$0	\$9,499,295
12	OCO 3	0	0	\$15,199	\$0	(\$15,912)	\$189	\$524	\$0	\$9,499,295
13	OCO 3	0	0	\$825	\$0	(\$853)	\$0	\$28	\$0	\$9,499,295
14	OCO 3	0	0	\$726	\$0	(\$751)	\$0	\$25	\$0	\$9,499,295
15	OCO 3	0	0	\$1,278	(\$1,294)	\$0	\$16	\$0	\$0	\$9,499,295
16	OCO 3	0	0	\$5,085	\$0	(\$5,324)	\$64	\$175	\$0	\$9,499,295
17	OCO 3	0	0	\$4,752	\$0	(\$4,975)	\$59	\$164	\$0	\$9,499,295
OCO 3 Totals		0	0	\$32,893	(\$1,294)	(\$33,016)	\$328	\$1,089	\$0	\$9,499,295
18	OCO 4	0	0	\$225	\$0	(\$233)	\$0	\$8	\$0	\$9,499,295
19	OCO 4	0	0	\$1,037	(\$1,050)	\$0	\$13	\$0	\$0	\$9,499,295
20	OCO 4	0	0	\$9,202	\$0	(\$9,634)	\$115	\$317	\$0	\$9,499,295
21	OCO 4	0	0	\$90	\$0	(\$93)	\$0	\$3	\$0	\$9,499,295
OCO 4 Totals		0	0	\$10,554	(\$1,050)	(\$9,960)	\$128	\$328	\$0	\$9,499,295
22	OCO 5	0	0	\$5,251	\$0	(\$5,432)	\$0	\$181	\$0	\$9,499,295
23	OCO 5	0	0	\$7,574	\$0	(\$7,934)	\$95	\$265	\$0	\$9,499,295
24	OCO 5	0	0	\$1,778	\$0	(\$1,839)	\$0	\$61	\$0	\$9,499,295
25	OCO 5	0	0	\$2,525	\$0	(\$2,612)	\$0	\$87	\$0	\$9,499,295
26	OCO 5	0	0	\$5,392	(\$5,392)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 5 Totals		0	0	\$22,520	(\$5,392)	(\$17,817)	\$95	\$594	\$0	\$9,499,295
27	OCO 6	0	0	\$5,371	\$0	(\$5,594)	\$38	\$185	\$0	\$9,499,295
28	OCO 6	0	0	\$605	(\$613)	\$0	\$8	\$0	\$0	\$9,499,295
29	OCO 6	0	0	\$3,651	\$0	(\$3,823)	\$46	\$126	\$0	\$9,499,295
30	OCO 6	0	0	\$8,173	(\$8,275)	\$0	\$102	\$0	\$0	\$9,499,295
31	OCO 6	0	0	\$2,824	(\$2,859)	\$0	\$35	\$0	\$0	\$9,499,295
OCO 6 Totals		0	0	\$20,624	(\$11,747)	(\$9,417)	\$229	\$311	\$0	\$9,499,295
32	OCO 7	0	0	\$2,970	\$0	(\$3,072)	\$0	\$102	\$0	\$9,499,295
33	OCO 7	0	0	\$165	(\$165)	\$0	\$0	\$0	\$0	\$9,499,295
34	OCO 7	0	0	\$4,027	\$0	(\$4,166)	\$0	\$139	\$0	\$9,499,295
35	OCO 7	0	0	\$6,565	\$0	(\$6,791)	\$0	\$226	\$0	\$9,499,295
		0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
37	OCO 7	0	0	\$1,465	(\$1,465)	\$0	\$0	\$0	\$0	\$9,499,295
38	OCO 7	0	0	\$3,263	(\$3,263)	\$0	\$0	\$0	\$0	\$9,499,295
39	OCO 7	0	0	\$2,140	(\$2,140)	\$0	\$0	\$0	\$0	\$9,499,295
41	OCO 7	0	0	\$5,965	(\$5,965)	\$0	\$0	\$0	\$0	\$9,499,295
		0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
OCO 7 Totals		0	0	\$26,560	(\$12,998)	(\$14,029)	\$0	\$467	\$0	\$9,499,295
		0		\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
		0		\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
Current Amounts		0	0	\$7,803,974	\$184,536	\$201,849	\$1,035,524	\$273,412	\$9,499,295	\$9,499,295



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 05, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0032

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide provide yellow epoxy caution paint at the perimeter of the H Building Kennel Runs for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0032

QUOTATION :

Item	Labor	Materials	Subs	Total
provide yellow epoxy caution paint at the perimeter of the H Building Kennel Runs	\$0.00	\$0.00	\$2,970.00	\$2,970.00
CM Fee	\$0.00	\$102.00	\$0.00	\$102.00
To Be Funded By Owners Contingency	\$0.00	\$(3,072.00)	\$0.00	\$(3,072.00)

Totals	\$0.00	\$(2,970.00)	\$2,970.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/5/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days



ROCK SOLID USA

The Decorative Concrete Company

August 30, 2018

Vaughn Construction
6604 North Lamar Boulevard
Austin, Texas 78752
(O): 210-328-0193
(E): tmorrill@vaughnconstruction.com
Attn.: Mr. Thomas Morrill

Re: Williamson County Regional Animal Shelter – Yellow Epoxy Paint

QUOTE

Dear Mr. Morrill:

Rock Solid USA is pleased to submit a quote for the project known as Williamson County Regional Animal Shelter located at 1855 Southeast Inner Loop in Georgetown, Texas.

Kennel Building

Rock Solid USA will provide a Kelly-Moore yellow epoxy paint on 3 concrete uplifts where the kennels are located per plans and specifications. The kennel areas are, 200 (Stray Dogs), 206 (Stray Dogs) and 208 (Quarantine Dogs). The total amount of linear footage for this scope of work is 330 LF.

TOTAL AMOUNT OF QUOTE: \$2,970.00

Thank you for allowing Rock Solid USA to work on this project. We appreciate the business and hope work with you again in the future.

Sincerely,

Robert Case – Owner
Rock Solid USA
512-844-8113
info@rocksolidusa.com

Serving North America

Corporate: 228A Edwards Dr • Kyle, TX 78640
Mailing: P.O. Box 40058 • Austin • TX 78704
800 856-3526 • 512 268-7000 • 512 268-7005 Fax
www.rocksolidusa.com





1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 12, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0033

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Provide a base plate to fix structural brace in the women's restroom in the New Adoptions Building for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B**PROJECT: Animal Shelter Expansion****CHANGE PROPOSAL NO: 249101-0033****QUOTATION :**

Item	Labor	Materials	Subs	Total
Provide a base plate to fix structural brace in the women's restroom in the New Adoptions Building	\$0.00	\$0.00	\$165.00	\$165.00
To Be Funded By CM Contingency	\$0.00	\$(165.00)	\$0.00	\$(165.00)

Totals	\$0.00	\$(165.00)	\$165.00	\$0.00
---------------	--------	------------	----------	--------

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

Overhead	\$0.00
-----------------	--------


Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------

TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date: 9/12/2018****Accepted****VAUGHN CONSTRUCTION****By:** _____**By:** 
Thomas Morrill**Date** _____**Proposal Valid for 10 Days**



Fabricators of Commercial and Industrial Steel

City of Houston Certified #367
 9119 Weedy Ln. Houston, TX 77093
 (713) 691-5200 Main Fax (713) 691-3355 Sales Fax (713) 691-4646

*** CHANGE ORDER REQUEST ***

DATE OF CHANGE ORDER	August 23, 2018
DATE OF LAST REVISION	
MYREX JOB NO.	11174
MYREX CHANGE NO.	-004
CUSTOMER CHANGE ORDER OR RFI NO.	Brace plate
PROJECT	Williamson County Animal Shelter
CONTRACTOR NAME	VAUGHN CONSTRUCTION
PROJECT MANAGER	Thomas Morrill
JOB SITE PHONE	
JOB SITE FAX	

PLEASE PROCESS A CHANGE ORDER TO OUR PURCHASE ORDER FOR THE EXTRA WORK DESCRIBED BELOW:

Womens restroom structural brace fix

All material will be painted with one coat of Myrex standard shop primer with SSPC-SP2 cleaning u.n.o.

Materials

				Material Amount			40.00
Fabrication	Manhours	2.00	Hourly Rate	55.00	Fabrication Labor		110.00
Detailing	Manhours	0.00	Hourly Rate	55.00	Detailing Time		0.00
Project Mgr	Manhours	0	Hourly Rate		Project Mgr Time		0.00
					Freight		0.00

ITEM DESCRIPTIONS AND AMOUNTS: Galvanizing, Miscellaneous, Buyouts, etc.

See Page 2 for Grand Total

Subtotal from Page 1

150.00

5.00%

Overhead

7.50

5.00%

Profit

7.50

Erection

Erection Overhead/Profit

0.00

NOTES

CHANGE TOTALS

Change Amount

165.00

Tax Amount

0.00

GRAND TOTAL

165.00

The status of this Change Order is **QuotedOnly**

Approved = Myrex has received formal Change Order.

Unapproved = Myrex has been authorized to proceed,
with formal Change Order to follow.

Quoted only = Myrex has not been authorized to proceed.

Please initial here _____ to verify Change Order status.

MYREX INDUSTRIES

VAUGHN CONSTRUCTION

Caden Fishbeck

Authorized Signature

**NOTES: EXTRA WORK WILL NOT BE PERFORMED UNTIL A SIGNED COPY OF THIS REQUEST IS RETURNED TO MYREX INDUSTRIES.
THE CHANGES QUOTED HEREIN WILL IMPACT THE MYREX PRODUCTION SCHEDULE BY A MINIMUM OF
0.00 WORKING DAYS.**



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 12, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0034

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide add Aluminum Doors to openings 416A, 417A and 419 per reviewed submittal comments from Jackson & Ryan for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0034

QUOTATION :

Item	Labor	Materials	Subs	Total
add Aluminum Doors/Hardware to openings 416A, 417A and 419	\$0.00	\$0.00	\$7,450.00	\$7,450.00
Credit to remove doors and hardware at 416A, 417A and 419	\$0.00	\$0.00	\$(3,423.00)	\$(3,423.00)
CM Fee	\$0.00	\$139.00	\$0.00	\$139.00
To Be Funded By Owners Contingency	\$0.00	\$(4,166.00)	\$0.00	\$(4,166.00)

Totals	\$0.00	\$(4,027.00)	\$4,027.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/12/2018

Accepted

VAUGHN CONSTRUCTION

By: _____



By: _____
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Proposal

Page 1 of 1 Page



Complete Glass & Aluminum Fronts • Sales & Service
1604 West Second Street, P.O. Box 803
TAYLOR, TEXAS 76574

Taylor: (512) 352-7618 • Austin: (512) 365-2016 • FAX: (512) 352-9243

PROPOSAL SUBMITTED TO VAUGHN CONSTRUCTION		DATE 5/31/18	
STREET 6604 N. LAMAR		JOB NAME WILLIAMSON COUNTY ANIMAL SHELTER	
CITY, STATE AND ZIP CODE AUSTIN, TX. 78752		JOB LOCATION GEORGETOWN, TX.	
ARCHITECT	DATE OF PLANS		JOB PHONE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**ADD (3) ALUMINUM DOORS (INCLUDES HARDWARE, GLASS AND INSTALLATION)
(#416A, #417A AND #419)**

TOTAL ADD: \$7,450.00 + TAX

We Exclude:

Protection and Final Cleaning of Installed Materials
Working After Regular Hours or Weekends

Pricing is based on cash payment; customer is responsible for any additional costs if payment is made by credit card.

According to Floyd's Glass Company's understanding of the new Texas Energy Code, we believe and inform you that this specified glass system may not meet that code. Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company cannot warrant that this glass meets that code.

****SUBJECT TO A MUTUALLY AGREEABLE CONTRACT****

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

******* SEE ABOVE *******

Dollars(\$_____).

Payment to be made as follows:

SEE ABOVE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Kevin Kiesling

Signature

KEVIN KIESLING

Notes: This proposal may be

Withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance



Hull Supply Co., Inc.
 5117 East Cesar Chavez
 Austin, TX 78702
 PH: (512) 385-1262
 Fax (512) 385-0225

Proposal

Change Order

To: VAUGHN CONSTRUCTION
 Attn: Estimating
 Project: Williamson County Regional
 Animal Shelter

Proposal ID: 1703007-8733
 Proposal Date: 5/7/2018
 Bid Due Date: 11/9/2017

PlansDated: 4/13/2018

AddendumsNoted: Returned Submittal

We propose to furnish only, material, per plans and specifications as follows

ALUMINUM INTERIOR FRAMES			Lead Time: 3-4 Weeks	(\$2,610.00)
QTY	UOM	Description		
-3	EA	ALUMINUM FRAMES #'S 416A, 417A, 419 - (\$1,575.00)		
-3	EA	ALUMINUM DOORS #'S 416A, 417A, 419 - (\$1,035.00)		

Aluminum Interior Frames Qualifications and Exclusions:

Bid Section 81116 Aluminum Interior Frames:

RACO Solutions II Aluminum Frames with RN417, 1-15/16"x 3/8 " snap-on trim.

Supplied in 487 series for 4-7/8" wall.

Frames prepared for ASA strike & standard weight (.134" thick) hinges.

Supplied in Raco standard Class II Clear Anodized finish.

Glazing components shipped inPre-cut /Pre-drilled /Boxed per opening for screw spline assembly. Includes installation screws and glazing gasket for 1/4", 3/8" or 1/2" glass. Glass NIC
 ALL SNAP ON TRIM IS SUPPLIED IN 12'0 LENGTHS FOR FIELD MEASURE AND CUT.

Materials Only, FOB Jobsite Dock

No Sales Tax Added, No Glass or Glazing

FINISH HARDWARE			Lead Time: 3-4 Weeks	(\$813.00)
QTY	UOM	Description		
-3	EA	HARDWARE SETS - OPENING #'S 416A, 417A, 419		

Finish Hardware Qualifications and Exclusions:

Bid Section 087100 Finish Hardware:

ALUMINUM STOREFRONT HARDWARE EXCLUDED FROM THIS BID

Based Upon Hardware Sets in specification section.

Materials Only, FOB Jobsite Dock
No Sales Tax Added

Cost of Material:	(\$3,423.00)
Installation:	\$0.00
Shipping And Handling:	\$0.00
Total Before Tax:	(\$3,423.00)
Tax:	(\$000.00)
Total Package Price With Tax - F.O.B. Hull Supply	(\$3,423.00)

Alternates

General Qualifications and Exclusions:

1. Excludes Glass and Glazing
2. Excludes Installation of any kind
3. Excludes Field Verification of Sizes or Material
4. Quoted Lead-Times are based on standard factory lead-times forth the longest lead item. If your project schedule requires shorter lead-times, expedited delivery may be available at additional costs.

Unless Noted Otherwise the following conditions apply:

Unless Specifically Noted Otherwise:

- (1) MATERIAL BID F.O.B. POINT OF SHIPMENT WITH [check one] [X] FULL FREIGHT ALLOWED TO JOBSITE @ CURBSIDE, OR [] FREIGHT WILL BE AN ADDITIONAL CHARGE AND PAID BY PURCHASER.
- (2) NO TAXES OR BOND COST ARE INCLUDED. THEY WILL BE ADDED IF NECESSARY.
- (3) NO INSTALLATION IS INCLUDED .
- (4) THIS PROPOSAL MUST BE ACCEPTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF PROPOSAL ABOVE.
- (5) PRICES SUBJECT TO CHANGE AFTER 30 DAYS FROM DATE OF PROPOSAL.
- (6) THIS AGREEMENT IS CONTINGENT UPON STRIKES, WAR, TERRORIST ACTIVITIES, ACTS OF GOD, PRODUCT AVAILABILITY AND/OR OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL.
- (7) ALL ACCOUNTS DUE AND PAYABLE IN AUSTIN, TRAVIS COUNTY, TEXAS, WHERE VENUE SHALL LIE.
- (8) TERMS WITH APPROVED CREDIT: NET 30 DAYS-UNPAID BALANCE ON PAST DUE ACCOUNTS SUBJECT TO 18% ANNUAL SIMPLE INTEREST PER MONTH.
- (9) NO MATERIALS WILL BE SHIPPED UNLESS WE HAVE BOTH A SIGNED PROPOSAL AND A PURCHASE ORDER PROPERLY EXECUTED. (10) BID IS PER PLANS SPECIFICATIONS-DEVIATIONS TO THE PLANS AND SPECS ARE ENUMERATED ABOVE. (11) HULL SUPPLY CO., INC. WILL NOT ENROLL IN OR REBATE MONIES FOR ANY CCIP OR OCIP INSURANCE PROGRAMS.
- (10)HULL SUPPLY WILL NOT ACCEPT CONTRACTS OR PURCHASE ORDER AGREEMENTS CONTAINING RETENTION ON MATERIAL

Purchaser: _____

Charles Poage/
Hull supply Co., Inc.

Accepted: _____

Date: _____

☐ Please Check box if you are sending a contract/subcontract instead of a purchase order



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 12, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0035

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide additional asphalt work per ASI 001 issued by Jackson & Ryan for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0035

QUOTATION :

Item	Labor	Materials	Subs	Total
additional asphalt work per ASI 001	\$0.00	\$0.00	\$6,565.00	\$6,565.00
CM Fee	\$0.00	\$226.00	\$0.00	\$226.00
To Be Funded by Owners Contingency	\$0.00	\$(6,791.00)	\$0.00	\$(6,791.00)

Totals	\$0.00	\$(6,565.00)	\$6,565.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/12/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days



RANGER

EXCAVATING, L.P.

5222 THUNDER CREEK RD. B-1 • AUSTIN, TEXAS 78759 • (512) 331-5551

CHANGE REQUEST #001

April 25, 2018

To: Thomas Morrill
Vaughn Construction

From: Nathan Ziehr

Re: Williamson County Animal Shelter

Subject: ASI No.1 – Revisions

Thomas,

Here is the price to address the revisions for ASI No.1 at the Williamson County Animal Shelter Project. An additional 4 days will be required for this change.

DATE	ITEM	UNIT	QTY	UNIT RATE	TOTAL COST
25-Apr	Survey	HR	8.00	\$ 185.00	\$ 1,480.00
25-Apr	Excavation (Cut)	CY	21.00	\$ 7.50	\$ 157.50
25-Apr	Embankment (Fill)	CY	84.00	\$ 5.00	\$ 420.00
25-Apr	Subgrade Prep - Lime Stabilization	SY	115.00	\$ 8.00	\$ 920.00
25-Apr	Crushed Base	SY	115.00	\$ 12.50	\$ 1,437.50
25-Apr	Asphalt Pavement	SY	115.00	\$ 13.50	\$ 1,552.50
SUBTOTAL					\$ 5,967.50
25-Apr	Overhead (4%)	LS	1.00	\$ 239.00	\$ 239.00
25-Apr	Profit (6%)	LS	1.00	\$ 358.00	\$ 358.00
TOTAL					\$ 6,564.50

Sincerely,

Nathan Ziehr



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 13, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0037

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide installation of water supply for SMT System per ASI 007 issued by Jackson & Ryan for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0037

QUOTATION :

Item	Labor	Materials	Subs	Total
installation of water supply for SMT System	\$0.00	\$0.00	\$1,465.00	\$1,465.00
To Be Funded By CM Contingency	\$0.00	\$(1,465.00)	\$0.00	\$(1,465.00)

Totals	\$0.00	\$(1,465.00)	\$1,465.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/13/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC

Company Name

421 Talbot St, Taylor, Tx 76574

Address

August 20, 2018

Date

008 (Rev1)

Change Proposal No. #

311 - Williamson County Animal Shelter

Project Name

Vaughn Construction

Customer Name

DESCRIPTION OF WORK: Work Added per ASI 007

- 1 Install 3/4" CW piping along exposed wall
- 2 Install exposed hose bibbat 25" and 50" AFF for connection to SMT spray systems (by others)

EXCLUSIONS

- 1 Installation or connection of SMT spray systems

****All Change Orders are Subject to price Changes After 2 Weeks****

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A. For self-performed work:			
1. Cost of Materials & Supplies ----->	\$	600.00	
2. Cost of Equipment ----->	\$	-	
3. Cost of Labor ----->	\$	180.00	
4. Labor Burden ----->	53%	\$	95.40
5. Other Total		\$	35.40
5. Subtotal ----->		\$	910.80
6. Mark-Up----->	15%	\$	91.08
7. Subtotal			\$ 1,001.88
B. 8. Total Cost for Subcontractors (from attached form)		\$	400.00
9. Mark-Up (Verify in Contract)	5%	\$	20.00
10. Subtotal of Lines 8 & 9			\$ 420.00
C. Bonding			
11. Cost of Performance & Payment Bonds (if Change Order only)	3%	apply as needed	\$ 42.66
(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL		\$	1,464.54

D.	Request	1	calander day(s) to be added to contract time for this change.
E.	Total HUB percentage for this Change Proposal is	100%	

Mark C. Weaver

Signature (COPPERA, LLC)

Signature (Customer)

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574

Project Name:	311 - Williamson County Animal Shelter	
Contractor Name:	COPPERA LLC	Change Proposal No.: 008 (Rev1)

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574



AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT: *(Name and address)*

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NUMBER: 007

 OWNER ☒

 ARCHITECT ☒

 CONSULTANT ☐

 CONTRACTOR ☒

 FIELD ☒

 OTHER ☐
OWNER: *(Name and address)*

Williamson County -
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX. 78626

DATE OF ISSUANCE:

01 August 2018

CONTRACT FOR:

New Construction

CONTRACT DATE:

08 January 2018

FROM ARCHITECT: *(Name and address)*

Jackson & Ryan Architects
2370 Rice Blvd., Suite 210
Houston, Texas 77005

TO CONTRACTOR: *(Name and address)*

Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

ARCHITECT'S PROJECT NUMBER: 16042


01 August 2018

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ASI 007 submits information for the Plumbing and Electrical connections for the additional Spray Master Technologies wash-down pumps serving the existing Kennel Building.

ATTACHMENTS:

(Here insert listing of documents that support description.)

One (1) 8.5x11 Cover Page, one (1) 8.5x11 Narrative page, and three (4) 24x36 full-size drawing sheets.

ISSUED BY THE ARCHITECT:

(Signature)

Martha Seng, FAIA

(Printed name and title)

JACKSON & RYAN
ARCHITECTS

2370 Rice Boulevard, Suite 210
Houston, TX 77005
713.526.5436



08/01/18

Architect's Supplemental Instructions ASI # 007

☒ CONTRACTOR ☒ FIELD ☒ ARCHITECT ☐ CONSULTANT ☒ OWNER ☐ OTHER

Project: Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Date Issued: 08/01/18
Contract For: WilCo Animal Shelter
Contract Dated: 01/8/18

Architect's Project Number: 16042

To Contractor: Thomas Morrill
Vaughn Construction
6604 N. Lamar
Austin, TX. 78752

Owner: Dale Butler
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

NOTICE TO CONTRACTOR: These supplemental instructions interpret the Contract Documents or order minor changes in the Work without changing the Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions signifies the Contractor's acknowledgement of no change in the Contract Sum or Contract Time.

Description:

ASI 007 submits information for the Plumbing and Electrical connections for the additional Spray Master Technologies wash-down pumps serving the existing Kennel Building.

Attachments:

Sheets A.2-3.61, E.2-3.21, E.2-7.01 and P.2-3.01

Issued by the Architect:


(Signature)

Martha Seng, FAIA
(Printed Name)

Panel: H1 SECT 1					Williamson County Regional Animal Shelter								
Location: MECH. ROOM 209					Volts: 480/277 Wye			Bus Rating: 400A			Feed Through: EXISTING		
Supply From: SHA					Phases: 3			MCB: 400A			Sub-Feed: Yes		
Mounting: Surface					A.I.C. Rating: EXISTING			MLO: No			Neutral Rating: 100.00%		
Enclosure: Type 1													
Notes:													
Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit	
MATCH EXISTING	1	LIGHTING HALL AND SALLY PORT	20 A	1	659 VA / 333 VA			3	20 A	CU-6	2	EXISTING	
MATCH EXISTING	3	LIGHTING WEST WING	20 A	1		500 VA / 333 VA		--	--	--	4	--	
MATCH EXISTING	5	LIGHTING EAST WING	20 A	1			560 VA / 333 VA	--	--	--	6	--	
EXISTING	7	VF-1	20 A	3	167 VA / 333 VA			3	20 A	CU-5	8	EXISTING	
--	9	--	--	--		167 VA / 333 VA		--	--	--	10	--	
--	11	--	--	--			167 VA / 333 VA	--	--	--	12	--	
EXISTING	13	VF-2	20 A	3	333 VA / 167 VA			3	20 A	CU-7	14	EXISTING	
--	15	--	--	--		333 VA / 167 VA		--	--	--	16	--	
--	17	--	--	--			333 VA / 167 VA	--	--	--	18	--	
EXISTING	19	VF-3	20 A	3	333 VA / 167 VA			3	20 A	CU-8	20	EXISTING	
--	21	--	--	--		333 VA / 167 VA		--	--	--	22	--	
--	23	--	--	--			333 VA / 167 VA	--	--	--	24	--	
EXISTING	25	EUH-4	30 A	1	1000 VA / 0 VA			1	20 A	SPARE	26		
EXISTING	27	EUH-5	30 A	1		1000 VA / 0 VA		1	20 A	SPARE	28		
EXISTING	29	EUH-6	30 A	1			1000 VA / 0 VA	1	20 A	SPARE	30		
EXISTING	31	EDH-4	20 A	1	1000 VA / 0 VA			1	20 A	SPARE	32		
	33	SPARE	20 A	1		0 VA / 0 VA		1	20 A	SPARE	34		
	35	SPARE	20 A	1			0 VA / 0 VA	1	20 A	SPARE	36		
EXISTING	37	F-1	20 A	3	333 VA / 9041 VA			3	20 A	XFMR T-1	38	EXISTING	
--	39	--	--	--		333 VA / 9709 VA		--	--	--	40	--	
--	41	--	--	--			333 VA / 8373 VA	--	--	--	42	--	
Total Load:					13867 VA	13376 VA	12100 VA						
Total...					51 A	49 A	44 A						
Load Classification			Connected Load		Demand Factor		Estimated Demand		Panel Totals				
LIGHTING			219 VA		125.00%		273 VA						
Motor			2004 VA		100.00%		2004 VA		Total Conn. Load: 39343 VA				
Receptacles			37120 VA		63.47%		23560 VA		Total Est. Demand: 25837 VA				
									Total Conn. Current: 47 A				
									Total Est. Demand Current: 31 A				

Panel: L1 SECT 1					Williamson County Regional Animal Shelter							
Location: MECHANICAL ROOM 219			Volts: 120/208 Wye		Bus Rating: 225A		Feed Through: EXISTING					
Supply From: T1			Phases: 3		MCB: 150A		Sub-Feed: Yes					
Mounting: Surface			A.I.C. Rating: EXISTING		MLO: No		Neutral Rating: 100.00%					
Enclosure: NEMA 1												
Notes:												
Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
EXISTING	1	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	2	EXISTING
EXISTING	3	RECEPTS	20 A	1		180 VA / 500 VA		1	20 A	RECEPTS	4	EXISTING
EXISTING	5	RECEPTS	20 A	1			180 VA / 500 VA	1	20 A	RECEPTS	6	EXISTING
EXISTING	7	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	8	EXISTING
EXISTING	9	RECEPTS	20 A	1		180 VA / 500 VA		1	20 A	RECEPTS	10	EXISTING
EXISTING	11	RECEPTS	20 A	1			180 VA / 500 VA	1	20 A	RECEPTS	12	EXISTING
EXISTING	13	RECEPTS	20 A	1	180 VA / 500 VA			1	20 A	RECEPTS	14	EXISTING
EXISTING	15	RECEPTS	20 A	1		180 VA / 1833 VA		3	20 A	WASHING MACHINE	16	3#10, #10 GND, 1°C
EXISTING	17	RECEPTS	20 A	1			180 VA / 1833 VA	--	--	--	18	--
EXISTING	19	OVERHEAD DOOR	20 A	1	500 VA / 1833 VA			--	--	--	20	--
EXISTING	21	SEC. DOOR	20 A	1		500 VA / 1833 VA		3	20 A	WASHING MACHINE	22	3#10, #10 GND, 1°C
EXISTING	23	SEC. DOOR	20 A	1			500 VA / 1833 VA	--	--	--	24	--
EXISTING	25	GRH-15, 17, 19	20 A	1	500 VA / 1833 VA			--	--	--	26	--
EXISTING	27	GRH-16, 18, 20	20 A	1		500 VA / 167 VA		3	20 A	DISH WASHER	28	3#10, #10 GND, 1°C
EXISTING	29	GRH-21, 23, 25, 27	20 A	1			500 VA / 167 VA	--	--	--	30	--
EXISTING	31	GRH-22, 24, 26, 28	20 A	1	500 VA / 167 VA			--	--	--	32	--
EXISTING	33	GRH-5, 7, 9, 11	20 A	1		500 VA / 500 VA		1	20 A	AHU-2 AUX (LTG, RCPT)	34	2#10, #10 GND, 3/4°C
EXISTING	35	GRH-6, 8, 10, 12, 14	20 A	1			500 VA / 500 VA	1	20 A	AHU-1 AUX (LTG, RCPT)	36	2#10, #10 GND, 3/4°C
EXISTING	37	GRH-3, 4	20 A	1	500 VA / 1168 VA			1	20 A	GWH-1	38	2#10, #10 GND, 3/4°C
2#10, #10 GND, 3/4°C	39	KH-2-1	15 A	1		1168 VA / 1168 VA		1	20 A	GWH-2	40	2#10, #10 GND, 3/4°C
2#10, #10 GND, 3/4°C	41	AHU-3 AUX (LTG, RCPT)	20 A	1			500 VA / 500 VA	1	20 A	ATTIC LTG	42	EXISTING
Total Load:					9041 VA	9709 VA	8373 VA					
Total...					76 A	82 A	70 A					
Load Classification											Panel Totals	
Motor			Connected Load		Demand Factor		Estimated Demand					
			2004 VA		100.00%		2004 VA					
Receptacles			25120 VA		69.90%		17560 VA		Total Conn. Load: 27124 VA			
									Total Est. Demand: 19564 VA			
									Total Conn. Current: 75 A			
									Total Est. Demand Current: 54 A			

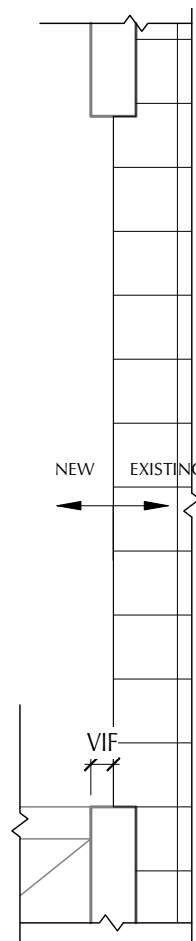
Panel: H1 SECT 2					Williamson County Regional Animal Shelter					1		
Location: MECH. ROOM 209					Volts: 480/277 Wye		Bus Rating: 400A		Feed Through: EXISTING			
Supply From: H1 SECT 1					Phases: 3		MCB: 400A		Sub-Feed: No			
Mounting: Surface					A.I.C. Rating: EXISTING		MLO: No		Neutral Rating: 100.00%			
Enclosure: Type 1												
Notes:												
Wire & Conduit	Ckt No.	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	Ckt No.	Wire & Conduit
3#6, #10 GND, 3/4"	1	AHU-1	50 A	3	12659 VA / 167 VA			3	20 A	EDH-1	2	EXISTING
--	3	--	--	--		12659 VA / 167 VA		--	--	--	4	--
--	5	--	--	--			12659 VA / 167 VA	--	--	--	6	--
EXISTING	7	F-3	20 A	3	167 VA / 167 VA			3	20 A	EDH-2	8	EXISTING
--	9	--	--	--		167 VA / 167 VA		--	--	--	10	--
--	11	--	--	--			167 VA / 167 VA	--	--	--	12	--
3#10, #10GND, 1"	13	DRYER	50 A	3	10000 VA / 167 VA			3	20 A	EDH-3	14	EXISTING
--	15	--	--	--		10000 VA / 167 VA		--	--	--	16	--
--	17	--	--	--			10000 VA / 167 VA	--	--	--	18	--
3#10, #10GND, 1"	19	DRYER	50 A	3	10000 VA / 9224 VA			3	40 A	AHU-3	20	3#8, #10GND, 3/4"
--	21	--	--	--		10000 VA / 9224 VA		--	--	--	22	--
--	23	--	--	--			10000 VA / 9224 VA	--	--	--	24	--
3#10, #10GND, 1"	25	DRYER	50 A	3	10000 VA / 9224 VA			3	40 A	AHU-4	26	3#8, #10GND, 3/4"
--	27	--	--	--		10000 VA / 9224 VA		--	--	--	28	--
--	29	--	--	--			10000 VA / 9224 VA	--	--	--	30	--
3#10, #10GND, 1"	31	DRYER	50 A	3	10000 VA / 0 VA			1	20 A	SPARE	32	
--	33	--	--	--		10000 VA / 0 VA		1	20 A	SPARE	34	
--	35	--	--	--			10000 VA / 0 VA	1	20 A	SPARE	36	
3#4, #8 GND, 1"	37	AHU-2	70 A	3	16398 VA / 0 VA			1	20 A	SPARE	38	
--	39	--	--	--		16398 VA / 0 VA		1	20 A	SPARE	40	
--	41	--	--	--			16398 VA / 0 VA	1	20 A	SPARE	42	
Total Load:					88172 VA	88172 VA	88172 VA					
Total...					318 A	318 A	318 A					
Load Classification					Connected Load		Demand Factor		Estimated Demand		Panel Totals	
Motor					142516 VA		100.00%		142516 VA			
Receptacles					122000 VA		54.10%		66000 VA		Total Conn. Load: 264516 VA	
											Total Est. Demand: 208516 VA	
											Total Conn. Current: 318 A	
											Total Est. Demand Current: 251 A	

FLOOR PLAN - GENERAL NOTES

- A. REFER TO SPRAY ON R-19 INSULATION ON UNDER SIDES OF CONCRETE DECK AT CONDITIONED SPACES BELOW UNCONDITIONED SPACES U.O.N.
- B. REFER TO SHEETS A.2-9.20 FOR FINISH SCHEDULES.
- C. REFER TO SHEET A9.60 FOR TYPICAL FIRE RESISTANCE REQUIREMENTS.
- D. DIMENSIONS ARE SHOWN TO FACE OF GYP. BOARD, U.O.N.
- E. CLEAR DIMENSIONS IN RESTROOMS ARE TO FACE OF TILE WAINSCOT/TOILET PARTITION.
- F. REFER TO SHEET A0.53, FOR RESTROOM FIXTURE MOUNTING HEIGHTS.
- G. UNLESS NOTED OTHERWISE, THE SAME WALL TYPE NEXT TO A DOOR OR OPENING SHALL CONTINUE OVER THE DOOR OPENING.
- H. SEE PLUMBING SHEETS FOR LOCATIONS OF FLOOR DRAINS.
- J. FE - INDICATES FIRE EXTINGUISHER IN A SEMI-RECESSED CABINET
- K. AED - INCIATES A SEMI-RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET. (DEFIBRILLATOR EQUIPMENT PROVIDED BY OWNER.)
- L. CJ - INDICATES THE LOCATION OF CONTROL JOINT IN INTERIOR GYP. BOARD WALLS. REFER TO INTERIOR ELEVATIONS. IF ADDITIONAL CJ ARE REQUIRED PER SPECIFICATIONS, VERIFY LOCATIONS WITH ARCHITECT PRIOR TO CONSTRUCTION
- M. REFER ALSO TO INTERIOR ELEVATIONS FOR MILLWORK AND STAINLESS STEEL COUNTERS AND SHELVES SCOPE; PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THIS WORK.
- N. REFER TO A.2-9.20 FOR DOOR TYPES AS DESIGNATED BY:
- P. REFER TO A9.60 & A9.61 FOR TYPICAL PARTITION DETAILS AS DESIGNATED BY:

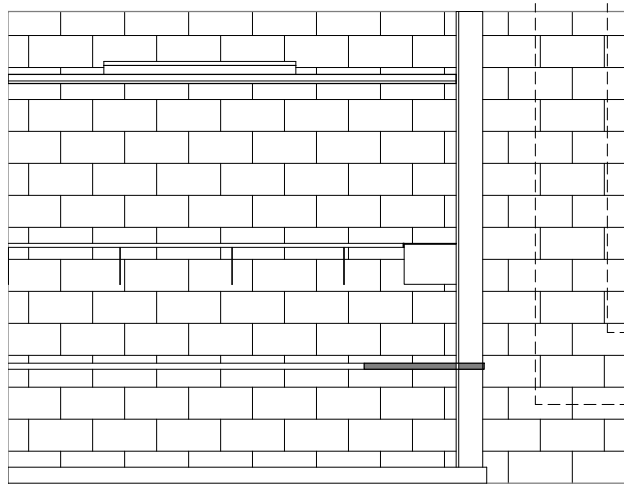
101

C3-1.X



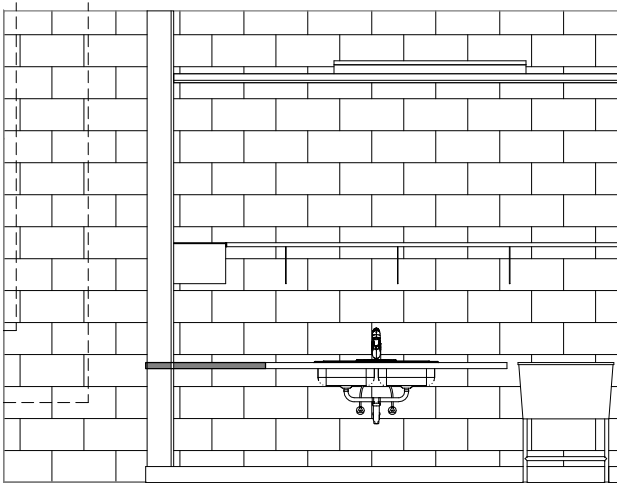
12 FOOD PREP 211 FLOOR DETAIL

1/2" = 1'-0"



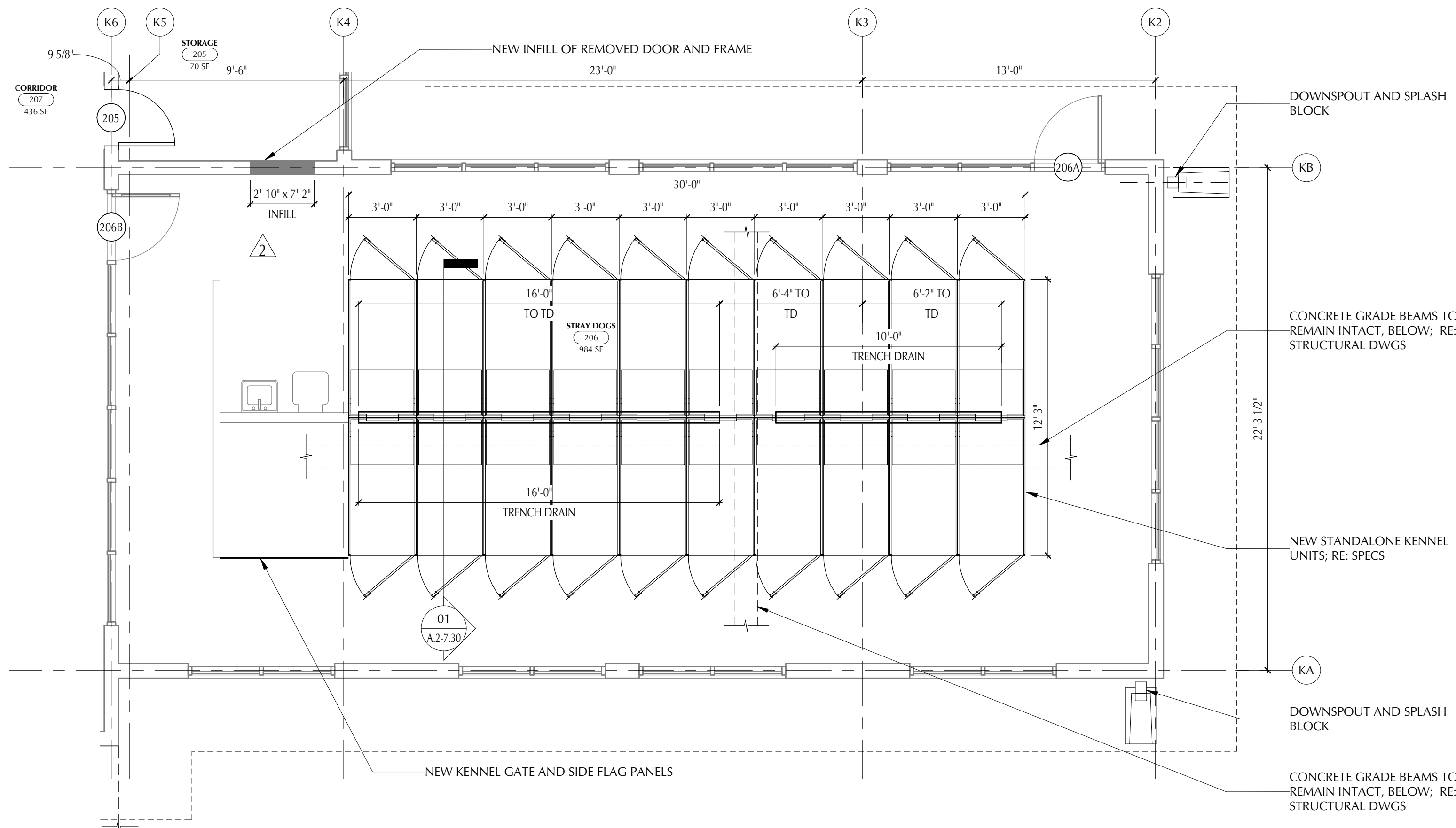
15 DISH WASH 212 - SOUTH

1/4" = 1'-0"



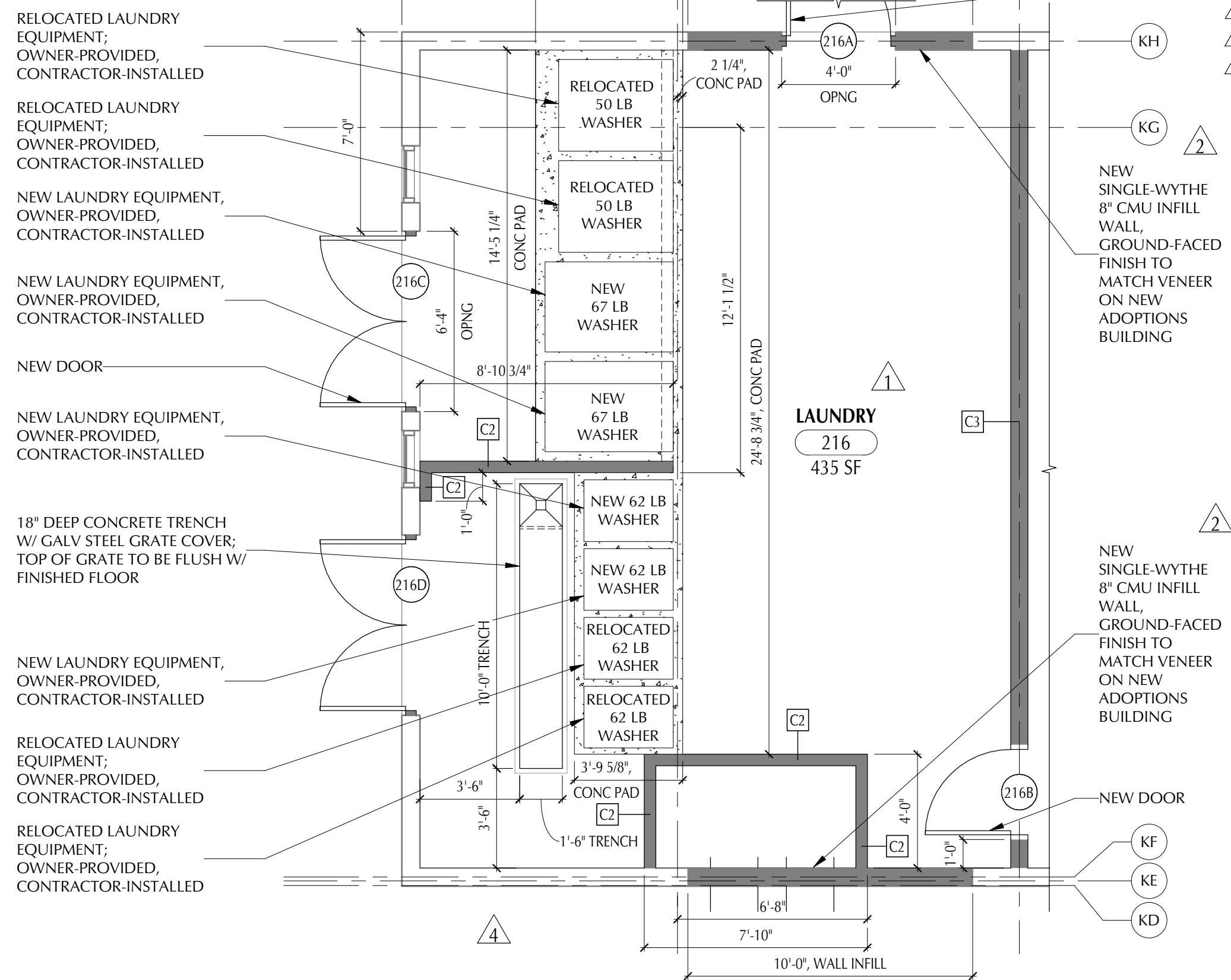
11 DISH WASH 212 - NORTH

1/4" = 1'-0"



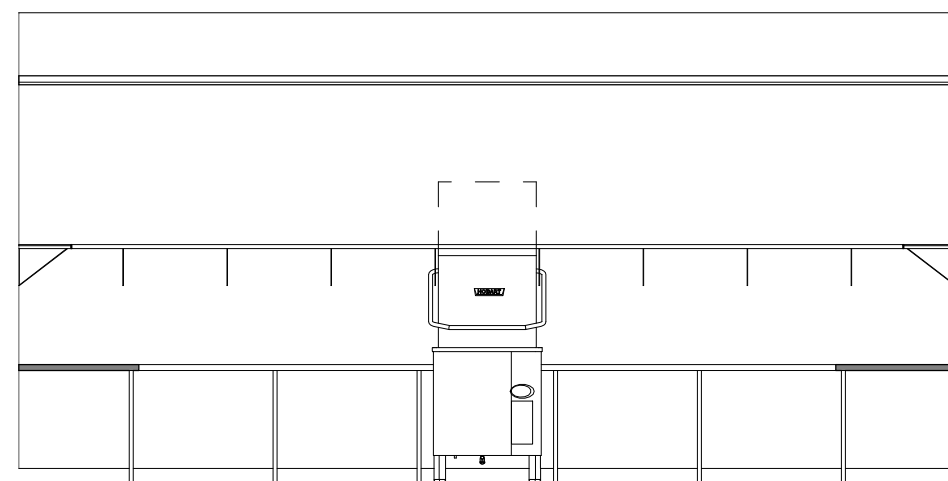
09 STRAY DOGS - 206

1/4" = 1'-0"



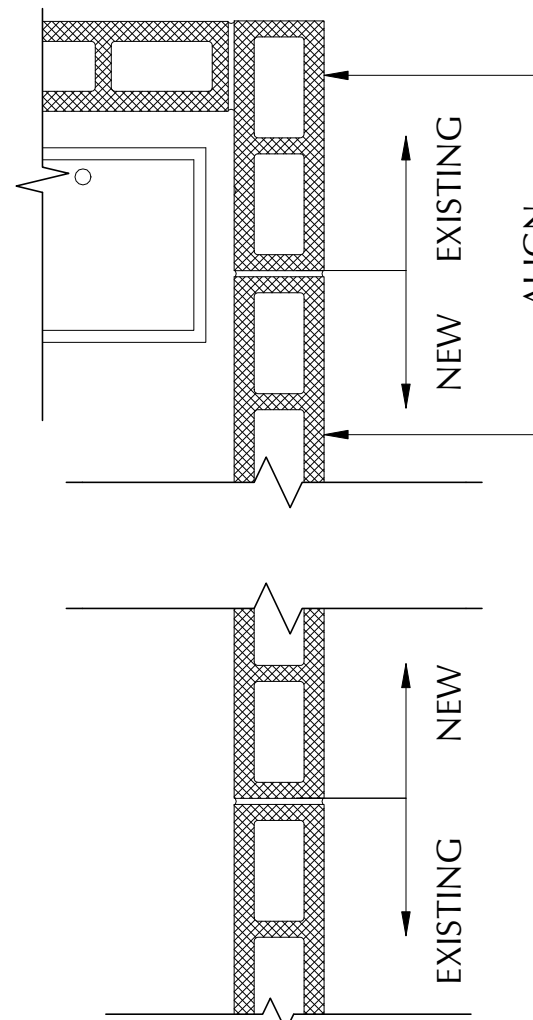
03 LAUNDRY - 216

1/4" = 1'-0"



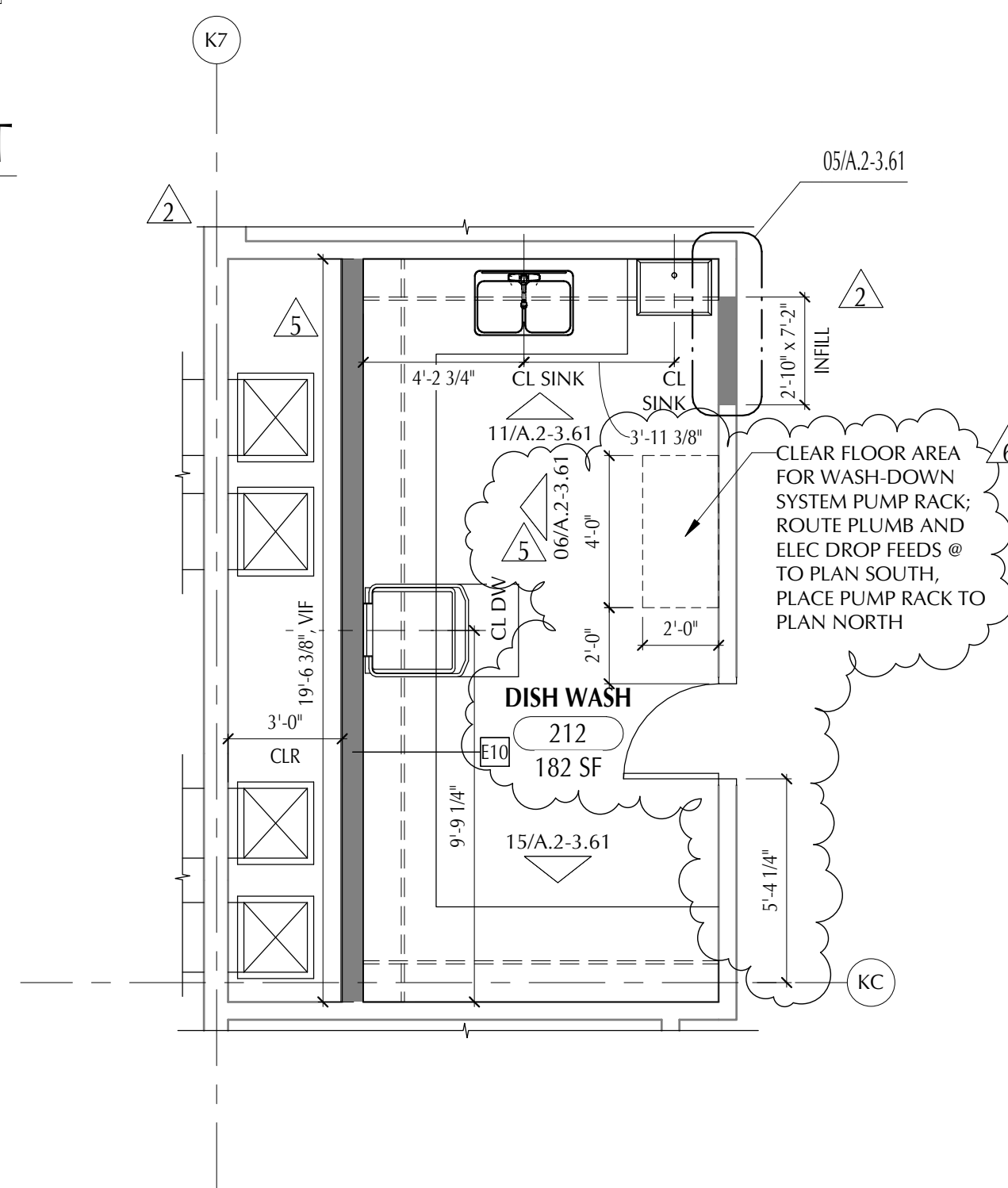
06 DISH WASH 212 - WEST

1/4" = 1'-0"



05 DISH WASH WALL DETAIL

1" = 1'-0"



01 DISH WASH - 212

1/4" = 1'-0"

Date Issued:

- 09/27/17
10/18/17
11/07/17
11/15/17
02/28/18
07/06/18
08/01/18

ISSUE FOR PERMIT
ADDENDUM 01
ADDENDUM 02
FIRST RE-SUBMITTAL - PLAN REVIEW
RFI 014
RFI 064
ASI 007

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY
REGIONAL ANIMAL
SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAYCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR

VAUGHN CONSTRUCTION
512-318-1332



08/01/18

Sheet Content:

ENLARGED PLANS &
INTERIOR ELEVATIONS

SCALE: As indicated

Copyright 2016 JACKSON & RYAN, ARCHITECTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the project.

A.2-3.61

Plot Date: 09/27/17

C:\Users\djinks\Documents\1171-002-01_Elec_Kennel Building_R17_djinks.rvt 8/1/2018 2:39:36 PM

KEYED NOTES - E.2-3.21

- 1 SHADED AREA NOT IN SCOPE OF POWER RENOVATION.
- 2 PROVIDE POWER TO DRYERS AT 90" AFF IN BULKHEAD. COORDINATE WITH OWNER/ARCHITECT FOR FINAL NUMBER OF UNITS AND EXACT LOCATION. PROVIDE NEMA 16-50R.
- 3 PROVIDE POWER TO WASHING MACHINES. COORDINATE WITH OWNER/ARCHITECT FOR FINAL NUMBER OF UNITS AND LOCATION. PROVIDE NEMA L14-20R.
- 4 FACTORY INSTALLED JUNCTION BOX FOR CONNECTION BY DIV 26. DIV 26 NOT TO PENETRATE HOUSING OF MECHANICAL EQUIPMENT. WIRING FROM JUNCTION BOX TO LOAD BY MANUFACTURER.
- 5 PROVIDE NEMA 3R, 60A/3P/600V RATED DISCONNECT FUSED AT 50A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.

KEYED NOTES - E.2-3.21

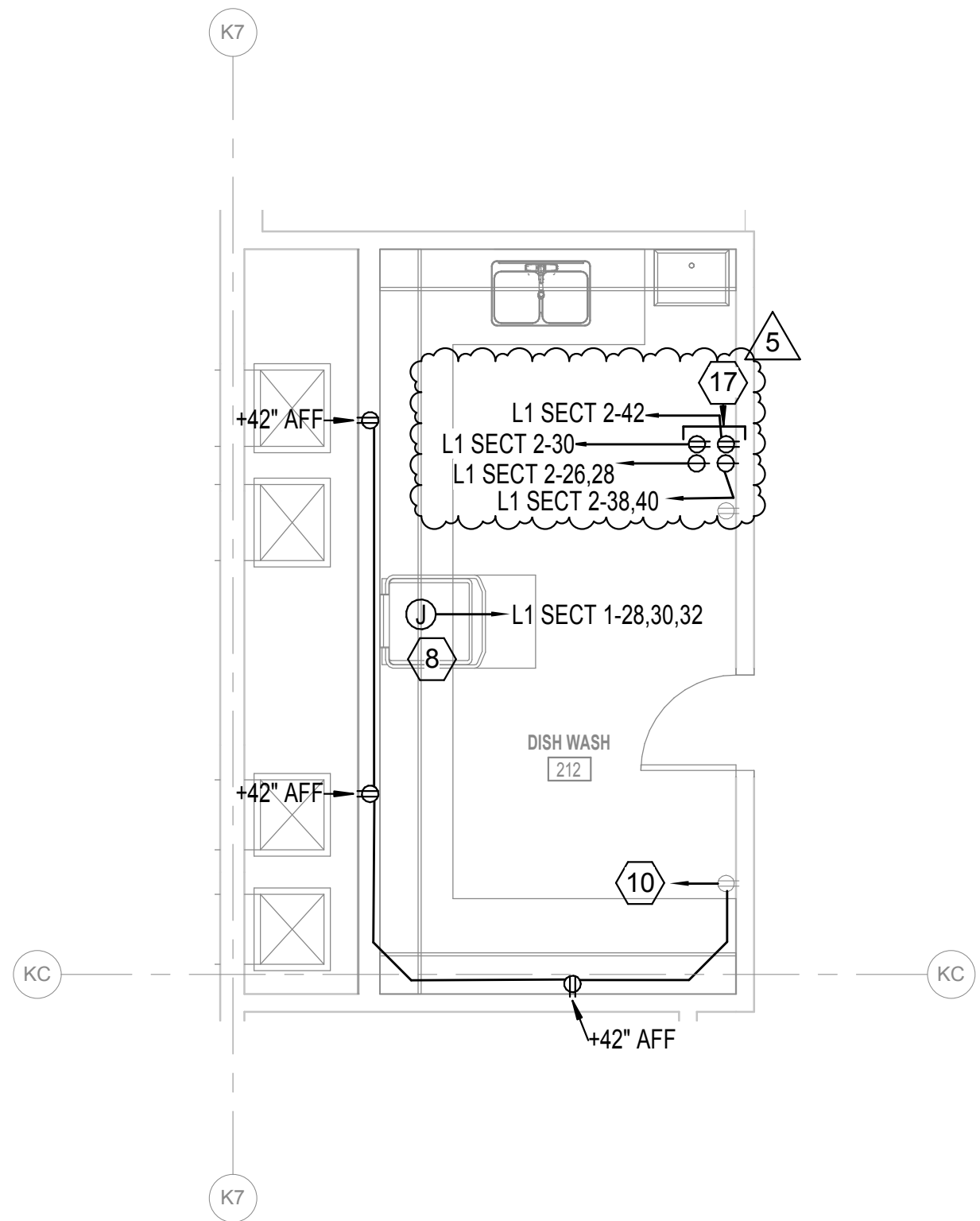
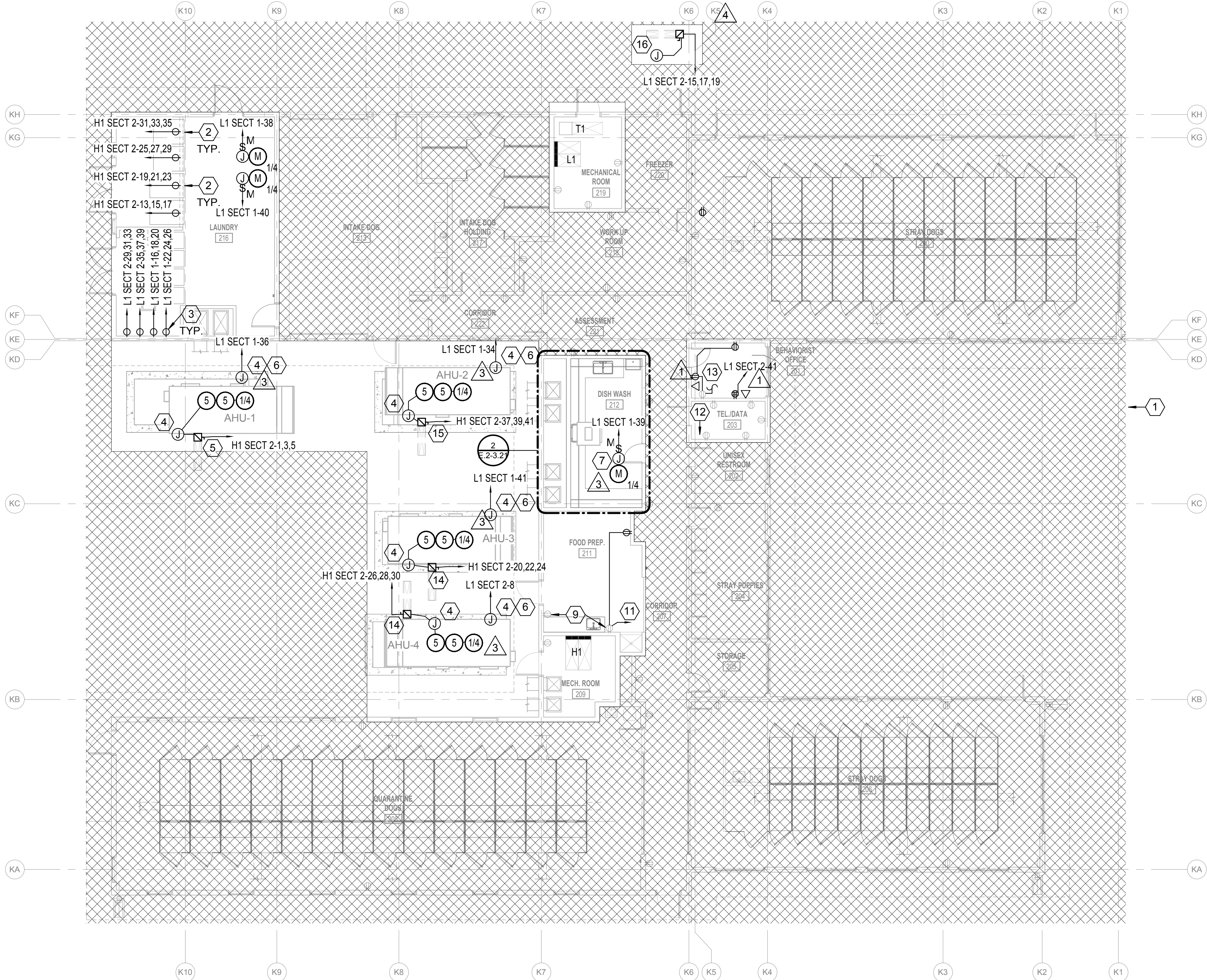
- 6 PROVIDE POWER TO MECHANICAL EQUIPMENT AUXILIARIES (LIGHTING, RECEPTACLES, ETC.)
- 7 PROVIDE POWER TO EXHAUST FAN ON ROOF. COORDINATE EXACT LOCATION WITH DIV 23.
- 8 PROVIDE POWER TO COMMERCIAL DISH WASHER.
- 9 REPLACE RECEPTACLE WITH GFCI-PROTECTED RECEPTACLE.
- 10 CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING DISHWASH 212.
- 11 CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING FOOD PREP 211.
- 12 EXTEND EXISTING CONDUIT FROM KENNEL TELECOM ROOM TO NEW ADOPTIONS TELECOM ROOM.
- 13 CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING ROOM 201.
- 14 PROVIDE NEMA 3R, 60A/3P/600V RATED DISCONNECT FUSED AT 40A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.

KEYED NOTES - E.2-3.21

- 15 PROVIDE NEMA 3R, 100A/3P/600V RATED DISCONNECT FUSED AT 70A. UNISTRUT MOUNT DISCONNECT TO EQUIPMENT PAD. COORDINATE LOCATION WITH DIV 23.
- 16 RELOCATED FREEZER CU. RUN CONDUIT ALONG WALL PARALLEL TO THE REFRIGERANT LINE. INSTALL RELOCATED DISCONNECT. REUSE EXISTING CIRCUIT BREAKER IN PANEL L1 SECT 2.
- 17 PROVIDE POWER TO STACKED WASH-DOWN PUMPS. PROVIDE NEMA 5-20R AND NEMA L6-30R PER PUMP. COORDINATE ELEVATIONS WITH PUMP SUPPLIER.

GENERAL NOTES - POWER

- TELECOM, SECURITY, A/V OUTLETS, ADDITIONAL POWER AND OTHER COMMUNICATIONS SYSTEMS DEVICES ARE BY OWNER. COORDINATE WITH OWNER AND COMMUNICATION SUPPLIER FOR LOCATIONS AND REQUIREMENTS. TELECOM SPECS TO BE PROVIDED BY OWNER UNDER SEPARATE COVER.
- ALL RECEPTACLES ARE MOUNTED 18" UON. VERIFY HEIGHT AND ALIGNMENT OF DEVICES WITH ARCHITECTURAL DRAWINGS. COORDINATE OUTLET/RECEPTACLE LOCATIONS WITH MILL WORK, CASEWORK, ETC.
- LOCATE ALL LOCAL DISCONNECT SWITCHES FOR MECHANICAL EQUIPMENT ADJACENT TO, BUT SEPARATE FROM, EQUIPMENT SERVED. PROVIDE SECURELY-ANCHORED METAL FRAMING PER SECTION 260529.
- PROVIDE MOTOR RATED SNAP SWITCH AT ACCESSIBLE ABOVE CEILING LOCATION, SEPARATE BUT ADJACENT TO VV BOXES. SEE MECHANICAL DRAWINGS FOR LOCATION AND QUANTITIES.
- UPDATE PANELBOARD SCHEDULES UPON COMPLETION OF PROJECT TO REFLECT FINAL CIRCUIT NUMBERS AND DESCRIPTIONS.



KENNEL - ENLARGED POWER PLAN - RENOVATION - DISH WASH

1/4" = 1'-0"

1 KENNEL - POWER PLAN - RENOVATION

1/8" = 1'-0"

Date Issued:

09/27/17	ISSUE FOR PERMIT
10/18/17	ADDENDUM 01
11/15/17	FIRST RE-SUBMITTAL - PLAN REVIEW
03/21/18	RFI-030
07/19/18	RFI-069
08/01/18	ASI-007

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

Williamson County
Regional Animal Shelter

1855 SE INNER LOOP
GEORGETOWN, TEXAS 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAYCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113



8/1/2018

Sheet Content:

KENNEL - RENOVATION -
POWER PLAN - LEVEL 1

SCALE: As indicated

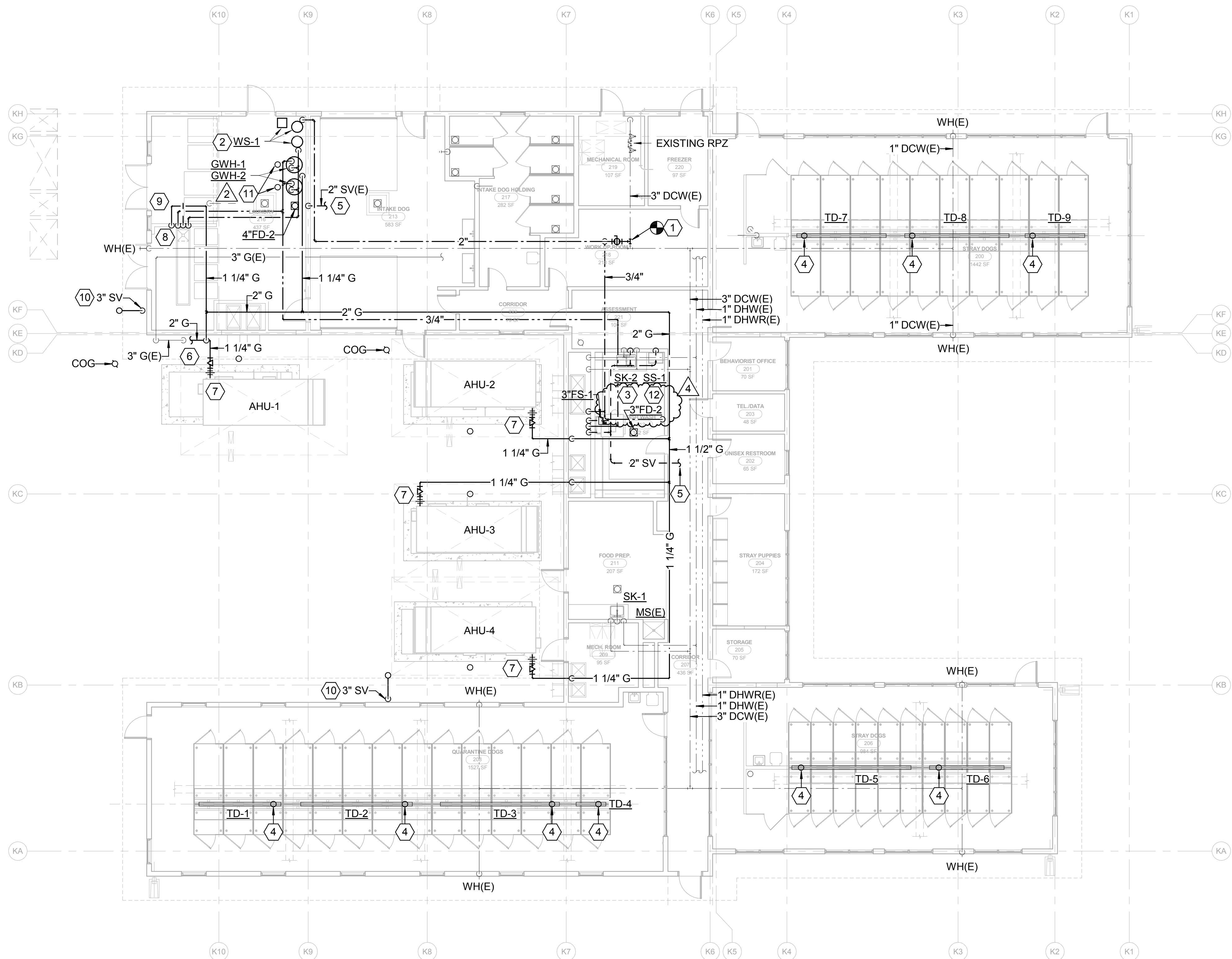
Copyright 2016 JACKSON & RYAN, ARCHITECTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the project.

E.2-3.21

Plot Date: 10/18/2017

0' 8' 16'
1/8" = 1'-0"



1 PLUMBING FLOOR PLAN

1/8" = 1'-0"

GENERAL NOTES

- REFER TO SHEET P0.01 FOR GENERAL PLUMBING NOTES THAT SHALL APPLY TO ALL SHEETS IN THIS SET UNLESS NOTED OTHERWISE IN THE KEYED NOTES.
- UNLESS OTHERWISE NOTED, PLUMBING ITEMS SHOWN BOLD ARE TO BE NEW. PLUMBING ITEMS SHOWN LIGHT ARE EXISTING TO REMAIN.

KEYED NOTES - P.2-3.01

- CONNECT NEW 2"DCW BRANCH TO EXISTING 3"DCW MAIN. PROVIDE BRANCH ISOLATION VALVE AND ACCESS PANEL AS REQUIRED FOR MAINTENANCE ACCESS.
- INSTALL NEW TWIN ALTERNATING WATER SOFTENER, BRINE TANK, AND WATER HEATERS ON 4" HOUSEKEEPING PADS. ROUTE 1-1/4"DCW AND 1-1/4"DWH TO LAUNDRY EQUIPMENT AND 3/4"DHW TO DISH MACHINE IN NEW DISH WASH ROOM.
- ROUTE NEW 3/4" DOMESTIC HOT & COLD WATER LINES TO SUPPLY STOPS BENEATH NEW DISH WASH EQUIPMENT.
- CONNECT NEW 4" SANITARY DRAIN PIPING TO OUTLET OF NEW TRENCH DRAIN. INSTALL TRENCH DRAIN PER MANUFACTURER'S INSTRUCTIONS.
- CONNECT NEW SANITARY VENT PIPING TO EXISTING VENT NEAR EXISTING VTR.
- ADJUST OR REPLACE NATURAL GAS METER AND PRESSURE REGULATOR AS REQUIRED TO ACCOMMODATE 2,620 CFH (1,000 CFH EXIST. PLUS 1,620 CFH NEW).
- ROUTE 1-1/4" NATURAL GAS SUPPLY TO NEW MECHANICAL UNIT. PROVIDE HARD-PIPED CONNECTION WITH 6" DIRT LEG, LUBRICATED PLUG VALVE, AND DIELECTRIC UNION.
- PROVIDE BALL VALVE AT 60" AFF AND FOUR SETS OF THREADED HOSE CONNECTIONS FOR CONNECTION OF WASHER/EXTRACTORS. ROUGH-IN AND CONNECT LAUNDRY EQUIPMENT PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. ROUTE 3" DRAIN FROM EACH EXTRACTOR TO 1" BELOW TRENCH BAR GRATE. ARRANGE DRAIN PIPING AND SUPPLY HOSES TO/FROM LAUNDRY EQUIPMENT TO PROVIDE CLEAR MAINTENANCE ACCESS TO DRAINAGE TRENCH.
- ROUTE 1-1/4" NATURAL GAS SUPPLY DOWN ATTACHED TO WALL. PROVIDE LUBRICATED PLUG VALVES AND DIELECTRIC UNIONS FOR CONNECTION OF TWO RELOCATED DRYERS. PROVIDE TWO CAPPED VALVES FOR CONNECTION OF FUTURE DRYERS. ROUGH-IN AND CONNECT DRYERS AS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 3" SANITARY VENT FROM BELOW GRADE. PROVIDE CLEANOUT FERULE AT 18" AFG. ROUTE 3" SV UP ATTACHED TO WALL, OFFSET BENEATH ROOF EAVE, SECURE PIPE TO ROOF FASCIA AND TERMINATE AT 18" ABOVE EXISTING ROOF. PAINT PIPE TO MATCH BUILDING COLORS.
- ROUTE 3" A/AE FROM WATER HEATER TO CONCENTRIC VENT TERMINATION KIT THRU ROOF.
- ROUTE 3/4" DCW DOWN, ATTACHED TO WALL. PROVIDE 3/4" BALL VALVES WITH HOSE THREAD ADAPTORS AT 24" AFF AND 48" AFF FOR CONNECTION OF WASHDOWN EQUIPMENT.

1/8" = 1'-0"

Date Issued:

09/27/17 ISSUE FOR PERMIT
11/15/17 FIRST RE-SUBMITTAL-PLAN REVIEW
07/03/18 RFI-063
08/01/18 ASI-007

GEORGETOWN PROJECT NO. 2017-39592

Project Number: 16042

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626

JACKSON & RYAN ARCHITECTS
2370 RICE BOULEVARD, HOUSTON, TEXAS 77005

CIVIL ENGINEER
DAVCAR ENGINEERING
512-328-4428
LANDSCAPE ARCHITECT
GARCIA DESIGN
512-892-0353
STRUCTURAL ENGINEER
MATRIX STRUCTURAL ENGINEERS
713-664-0130
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER
SHAH SMITH & ASSOCIATES, INC.
512-851-0404

GENERAL CONTRACTOR

VAUGHN CONSTRUCTION
512-318-1332

Tx. Registration # F-2113

8/01/18



Sheet Content:

KENNEL BLDG - PLUMBING
FIRST FLOOR PLAN

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

Copyright 2016 JACKSON & RYAN, ARCHITECTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect. Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the project.

P.2-3.01

Plot Date: 10/18/2017



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 13, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0038

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide rework of plumbing lines in the Dish Wash Room of the H Building per RFI 84 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0038

QUOTATION :

Item	Labor	Materials	Subs	Total
rework of plumbing lines in the Dish Wash Room of the H Building	\$0.00	\$0.00	\$3,263.00	\$3,263.00
TO Be Funded By CM Contingency	\$0.00	\$(3,263.00)	\$0.00	\$(3,263.00)

Totals	\$0.00	\$(3,263.00)	\$3,263.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/13/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC

Company Name

421 Talbot St, Taylor, Tx 76574

Address

August 16, 2018

Date

009 (Rev1)

Change Proposal No. #

311 - Williamson County Animal Shelter

Project Name

Vaughn Construction

Customer Name

DESCRIPTION OF WORK:

- 1 Work in response to COPPERA RFI # 32 (Dishwasher Room SAN line is 2" not 4" per plans; FD, DW and Sinks require 4" SAN line)
- 2 Saw cut and excavate along wall between rooms 212 and 221 (Dishwasher Room) and into hallway;
- 3 Replace existing 2" PVC SAN LINE with 4" PVC
- 4 Connect new 4" line into existing 4" SAN LINE in hallway
- 5 Backfill and tamper

EXCLUSIONS

- 1 Concrete Pourback

****All Change Orders are Subject to price Changes After 2 Weeks****

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A. For self-performed work:			
1. Cost of Materials & Supplies ----->	\$	38.56	
2. Cost of Equipment ----->	\$	450.00	
3. Cost of Labor ----->	\$	1,440.00	
4. Labor Burden ----->	53%	\$	763.20
5. Other Total		\$	187.97
5. Subtotal ----->		\$	2,879.73
6. Mark-Up----->	15%	\$	287.97
7. Subtotal			\$ 3,167.70
B. 8. Total Cost for Subcontractors (from attached form)		\$	-
9. Mark-Up (Verify in Contract)	5%	\$	-
10. Subtotal of Lines 8 & 9			\$ -
C. Bonding			
11. Cost of Performance & Payment Bonds (if Change Order only)	3%	apply as needed	\$ 95.03
(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL		\$	3,262.74

D.	Request	1	calander day(s) to be added to contract time for this change.
E.	Total HUB percentage for this Change Proposal is	100%	

Mark C. Weaver

Signature (COPPERA, LLC)

Signature (Customer)

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574

Project Name:	311 - Williamson County Animal Shelter		
Contractor Name:	COPPERA LLC	Change Proposal No.:	009 (Rev1)

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574

REQUEST FOR INFORMATION

18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 84

To: John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005
Phone: (713) 526-5436
Fax:

From: Rodney Wilson

Date: 08/15/2018

Required By: 08/15/2018

Owner: Williamson County, Texas

Job No : 249101

Project: Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

Re: 2" Existing drain line in Dish Wash Room

Spec. Section:

Drawing Number:

Other Reference:

Question:

See attached location of 2" drain line. Plans called connection to existing 3" line under the wall. The closest line that is larger than 2" is 4" main line as drawn.

Option 1:

Tie into 2" line and change new pipe size and floor sink to 2"

Option 2:

Demo floor in hallway to expose 4" main line and change point of connection.

Proposed Answer:

Please confirm.

Answer:

3" waste piping is required. Install sanitary waste piping as shown in the contract documents.

Curtis D. Hagar & Scott Pantermuehl, P.E.
Shah Smith & Associates, Inc.
Texas Registered Engineering Firm #F-2113
08-20-2

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 13, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0039

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide the redirecting of the gas line in the laundry room to accommodate new duct work for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0039

QUOTATION :

Item	Labor	Materials	Subs	Total
the redirecting of the gas line in the laundry room to accommodate new duct work	\$0.00	\$0.00	\$2,140.00	\$2,140.00
TO Be Funded By CM Contingency	\$0.00	\$(2,140.00)	\$0.00	\$(2,140.00)

Totals	\$0.00	\$(2,140.00)	\$2,140.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/13/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC

Company Name

421 Talbot St, Taylor, Tx 76574

Address

September 6, 2018

Date

010

Change Proposal No. #

311 - Williamson County Animal Shelter

Project Name

Vaughn Construction

Customer Name

DESCRIPTION OF WORK:*1 Install new gas pipe for mechanical units in H-Bldg***EXCLUSIONS*****All Change Orders are Subject to price Changes After 2 Weeks***

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A. For self-performed work:			
1. Cost of Materials & Supplies ----->	\$	447.67	
2. Cost of Equipment ----->	\$	-	
3. Cost of Labor ----->	\$	-	
4. Labor Burden ----->	53%	\$	-
5. Other Total		\$	8.95
5. Subtotal ----->		\$	456.62
6. Mark-Up----->	15%	\$	45.66
7. Subtotal			\$ 502.29
B. 8. Total Cost for Subcontractors (from attached form)		\$	1,500.00
9. Mark-Up (Verify in Contract)	5%	\$	75.00
10. Subtotal of Lines 8 & 9			\$ 1,575.00
C. Bonding			
11. Cost of Performance & Payment Bonds (if Change Order only)	3%	apply as needed	\$ 62.32
(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL		\$	2,139.60

D.	Request	1	calander day(s) to be added to contract time for this change.
E.	Total HUB percentage for this Change Proposal is	100%	

Matthew Ponder

Signature (COPPERA, LLC)

Signature (Customer)

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574

Project Name:	311 - Williamson County Animal Shelter	
Contractor Name:	COPPERA LLC	Change Proposal No.: 010

COPPERA, LLC
421 TALBOT ST
TAYLOR, TX 76574



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

September 27, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0041

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide the repair of damaged epoxy floors due to rain damage for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

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

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0041

QUOTATION :

Item	Labor	Materials	Subs	Total
the repair of damaged epoxy floors due to rain damage	\$0.00	\$0.00	\$5,965.00	\$5,965.00
To be funded by CM Contingency	\$0.00	\$(5,965.00)	\$0.00	\$(5,965.00)

Totals	\$0.00	\$(5,965.00)	\$5,965.00	\$0.00
---------------	--------	--------------	------------	--------

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

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 9/27/2018

Accepted

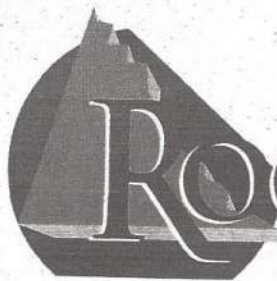
VAUGHN CONSTRUCTION

By: _____

By: 
Thomas Morrill

Date _____

Proposal Valid for 10 Days



ROCK SOLID USA

The Decorative Concrete Company

September 11, 2018

Vaughn Construction
6604 North Lamar Blvd.
Austin, Texas 78752
(O) 210-328-0193
tmorrill@vaughnconstruction.com
Attn.: Mr. Thomas Morrill

Re: Williamson County Regional Animal Shelter – CHANGE ORDER

Dear Mr. Morrill:

As you are aware, the project site we were working on was not water tight. There were many leaks at the roof penetrations and the vent boots that severely damaged our urethane floor work and materials. Vaughn superintendent, Jay McGilton, is aware of the situation and is expecting our damage claim addressed herein.

Loss of acrylic flake materials: (See attached original invoices)
60% of order - \$1,465.00

Loss of urethane materials to recoat: (See attached original invoices)
Florock A, B and C parts (920 + 1,000 + 680) = \$2,700.00

Loss of Labor to repair damaged areas: 4 workers X 2 days @ \$225.00/day = \$1,800.00

TOTAL Change Order for water damage: \$5,965.00 (No OH or Profit)

Thank you for allowing Rock Solid USA to work on this project. We appreciate the business and hope to work with you again in the future.

Sincerely,

Robert Case – Owner

Rock Solid USA

512-844-8113

info@rocksolidusa.com

Serving North America

Corporate: 228A Edwards Dr • Kyle, TX 78640

Mailing: P.O. Box 40058 • Austin • TX 78704

800 856-3526 • 512 268-7000 • 512 268-7005 Fax

www.rocksolidusa.com





Sales Order

Page: 1

CHIPS UNLIMITED, INC.

P 480-968-1550 T 877-502-4477

F 480-968-2816

1824 E. 6TH STREET, TEMPE, AZ 85281

Order Number: 0072227

Order Date: 8/28/2018

Expected Ship Date: 9/4/2018

Order Taken By: JACKIE

Sold To:

ROCK SOLID USA
228 EDWARDS DR
KYLE, TX 78640-5389
United States

Tel: (512) 844-8113

Fax: E-MAIL

Ship To:

ROCK SOLID USA
228 EDWARDS DR
KYLE, TX 78640-5389
United States

RUSSELL TROTTI

Tel: (512) 844-8113

Fax: E-MAIL

Ordered By: RUSSELL TROTTI

Customer P.O.	Ship VIA	Freight Chgs	Terms			
RUSSELL 8/28/18	FEDEX FREIGHT	COLLECT - 281805533	CREDIT CARD			
Color	Unit Size	# of Units	Ordered	U/M	Price	Amount

NOTES:

Z BLDE	55.00	12.00	660.00	LB	3.70	2,442.00
BLEND D						
C1820 C600	WHITE					
C2250 C27-398	TRANSPARENT WHITE					
C1410 C11-455	GRANITE					
C9989 C10-395	PURPLE HAZE					

Paid with Credit Card ending with: 2795

Net Order: 2,442.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 2,442.00

TENNANT

Remit Payment To
 Tennant Coatings, Inc
 PO Box 95017
 CHICAGO IL 60694-5017
 USA

Tel 800-340-9175
 Fax 1-763-765-9279

Florock®**Invoice****Ship-To**

ROCK SOLID USA
 228 EDWARDS DRIVE
 KYLE TX 78640

ROCK SOLID USA
 228 EDWARDS DRIVE
 KYLE TX 78640

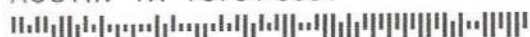
Invoice Number 915682311
Invoice Amount 18,589.09

Currency US Dollars
 Document Date 08/29/2018
 Payment Terms
 Net 30 Days
 Final due date 09/28/2018

Bill-To

ROCK SOLID USA
 PO BOX 40058
 AUSTIN TX 78704-0001

000272



Customer Number 4783473

PO Number

7,000SF

Buyer

JASON VALENTA
 371-281-8223

Shipped Date 08/29/2018

Delivery Number 802862922

Order Number 502776932

Delivery Terms

FOB SHIPPING PT FRT PPD & ADD

Material	Description	Qty	Unit	Unit Price	Extended Value	Tax
R0-176CS	FLOROCRETE 3.0 PT A NEUTRAL	160	PC			Y
	Price			46.00	7,360.00	
	Agreement Discount			-23.00	-3,680.00	
	Net Value			23.00	3,680.00	
R0-177CS	FLOROCRETE 3.0 PART B	160	PC			Y
	Price			55.00	8,800.00	
	Agreement Discount			-27.50	-4,400.00	
	Net Value			27.50	4,400.00	
SLX-C3	FLOROCRETE SLX PART C 3	160	PC			Y
	Price			34.00	5,440.00	
	Agreement Discount			-17.00	-2,720.00	
	Net Value			17.00	2,720.00	
R0-144KT	FLOROWEAR 7100 HI-SOLIDS (4.5 GAL)	4	PC			Y
	Price			1,205.00	4,820.00	
	Agreement Discount			-602.50	-2,410.00	
	Net Value			602.50	2,410.00	
M0-091CN	SERIES 4800 CLR EPOXY A (5GAL)	9	PC			Y
	Price			321.00	2,889.00	

The parties agree that the purchase of products and/or services from Tennant is subject to Tennant's General Terms and Conditions, in effect as of the date of this document, which are available at <http://www.tennantco.com/terms> and are incorporated by reference into any sales transaction. Printed General Terms and Conditions can be provided upon request.



Remit Payment To
Tennant Coatings, Inc
PO Box 95017
CHICAGO IL 60694-5017
USA

Tel 800-340-9175
Fax 1-763-765-9279

Florock®

Invoice

Ship-To

ROCK SOLID USA
228 EDWARDS DRIVE
KYLE TX 78640

ROCK SOLID USA
228 EDWARDS DRIVE
KYLE TX 78640

Invoice Number 915682311
Invoice Amount 18,589.09

Currency US Dollars
Document Date 08/29/2018
Payment Terms
Net 30 Days
Final due date 09/28/2018

Bill-To

ROCK SOLID USA
PO Box 40058
AUSTIN TX 78704-0001

Customer Number 4783473

PO Number 7,000SF
Buyer JASON VALENTA
371-281-8223

Shipped Date 08/29/2018

Delivery Number 802862922
Order Number 502776932
Delivery Terms

FOB SHIPPING PT FRT PPD & ADD

Material	Description	Qty	Unit	Unit Price	Extended Value	Tax
	Agreement Discount			-160.50	-1,444.50	
	Net Value			160.50	1,444.50	
U0-161CN	4805/4860/4865 PT B (5 GL)	3	PC			Y
	Price			464.00	1,392.00	
	Agreement Discount			-232.00	-696.00	
	Net Value			232.00	696.00	
	Subtotal				15,350.50	
	Net Freight				1,821.87	
	State Sales Tax		6.25 %		1,073.29	
	County Sales Tax		0.50 %		85.85	
	City Sales Tax		1.50 %		257.58	
	Total				18,589.09	

Funds Tracking Log

Change Proposal No.	Change Type & No.	Court Agenda Date	Party of Initiation	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
				Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP			-	-	\$7,666,840	\$228,082	\$300,000	\$1,034,210	\$270,163	\$9,499,295	\$9,499,295
1	OCO 1	4/24/2018	Contractor	0	0	\$10,878	(\$10,964)	\$0	\$86	\$0	\$0	\$9,499,295
2	OCO 1	4/24/2018	Contractor	0	0	(\$8,139)	\$8,139	\$0	\$0	\$0	\$0	\$9,499,295
3	OCO 1	4/24/2018	Contractor	0	0	(\$3,945)	\$3,924	\$0	\$21	\$0	\$0	\$9,499,295
4	OCO 1	4/24/2018	Architect	0	0	\$412	(\$412)	\$0	\$0	\$0	\$0	\$9,499,295
5	OCO 1	4/24/2018	Architect	0	0	\$11,089	\$0	(\$11,615)	\$143	\$383	\$0	\$9,499,295
OCO 1 Totals				0	0	\$10,295	\$687	(\$11,615)	\$250	\$383	\$0	\$9,499,295
6	OCO 2	5/1/2018	Architect	0	0	\$1,423	\$0	(\$1,491)	\$18	\$50	\$0	\$9,499,295
7	OCO 2	5/1/2018	Contractor	0	0	\$769	\$0	(\$806)	\$10	\$27	\$0	\$9,499,295
8	OCO 2	5/1/2018	Contractor	0	0	\$3,595	(\$3,640)	\$0	\$45	\$0	\$0	\$9,499,295
9	OCO 2	5/1/2018	Contractor	0	0	\$16,917	(\$17,128)	\$0	\$211	\$0	\$0	\$9,499,295
10	OCO 2	5/1/2018	Contractor	0	0	(\$9,016)	\$9,016	\$0	\$0	\$0	\$0	\$9,499,295
OCO 2 Totals				0	0	\$13,688	(\$11,752)	(\$2,297)	\$284	\$77	\$0	\$9,499,295
11	OCO 3	6/19/2018		0	0	\$5,028	\$0	(\$5,201)	\$0	\$173	\$0	\$9,499,295
12	OCO 3	6/19/2018		0	0	\$15,199	\$0	(\$15,912)	\$189	\$524	\$0	\$9,499,295
13	OCO 3	6/19/2018		0	0	\$825	\$0	(\$853)	\$0	\$28	\$0	\$9,499,295
14	OCO 3	6/19/2018		0	0	\$726	\$0	(\$751)	\$0	\$25	\$0	\$9,499,295
15	OCO 3	6/19/2018		0	0	\$1,278	(\$1,294)	\$0	\$16	\$0	\$0	\$9,499,295
16	OCO 3	6/19/2018		0	0	\$5,085	\$0	(\$5,324)	\$64	\$175	\$0	\$9,499,295
17	OCO 3	6/19/2018		0	0	\$4,752	\$0	(\$4,975)	\$59	\$164	\$0	\$9,499,295
OCO 3 Totals				0	0	\$32,893	(\$1,294)	(\$33,016)	\$328	\$1,089	\$0	\$9,499,295
18	OCO 4	7/24/2018		0	0	\$225	\$0	(\$233)	\$0	\$8	\$0	\$9,499,295
19	OCO 4	7/24/2018		0	0	\$1,037	(\$1,050)	\$0	\$13	\$0	\$0	\$9,499,295
20	OCO 4	7/24/2018		0	0	\$9,202	\$0	(\$9,634)	\$115	\$317	\$0	\$9,499,295
21	OCO 4	7/24/2018		0	0	\$90	\$0	(\$93)	\$0	\$3	\$0	\$9,499,295
OCO 4 Totals				0	0	\$10,554	(\$1,050)	(\$9,960)	\$128	\$328	\$0	\$9,499,295
22	OCO 5	9/4/2018		0	0	\$5,251	\$0	\$0	\$181	\$0	\$0	\$9,499,295
23	OCO 5	9/4/2018		0	0	\$7,574	\$0	\$95	\$265	\$0	\$0	\$9,499,295
24	OCO 5	9/4/2018		0	0	\$1,778	\$0	\$0	\$61	\$0	\$0	\$9,499,295
25	OCO 5	9/4/2018		0	0	\$2,525	\$0	\$0	\$87	\$0	\$0	\$9,499,295
26	OCO 5	9/4/2018		0	0	\$5,392	(\$5,392)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 5 Totals				0	0	\$22,520	(\$5,392)	\$95	\$594	\$0	\$0	\$9,499,295
27	OCO 6	9/18/2018	Contractor	0	0	\$5,371	\$0	(\$5,594)	\$38	\$185	\$0	\$9,499,295
28	OCO 6	9/18/2018	Contractor	0	0	\$605	(\$613)	\$0	\$8	\$0	\$0	\$9,499,295
29	OCO 6	9/18/2018	Contractor	0	0	\$3,651	\$0	(\$3,823)	\$46	\$126	\$0	\$9,499,295
30	OCO 6	9/18/2018	Contractor	0	0	\$8,173	(\$8,275)	\$0	\$102	\$0	\$0	\$9,499,295
31	OCO 6	9/18/2018	Contractor	0	0	\$2,824	(\$2,824)	\$0	\$35	\$0	\$0	\$9,499,295
OCO 6 Totals				0	0	\$20,624	(\$11,712)	(\$3,823)	\$229	\$311	\$0	\$9,499,295
32	OCO 7		Architect	0	0	\$2,970	\$0	(\$3,072)	\$0	\$102	\$0	\$9,499,295
33	OCO 7		Architect	0	0	\$165	(\$165)	\$0	\$0	\$0	\$0	\$9,499,295
34	OCO 7		Architect	0	0	\$4,027	\$0	(\$4,166)	\$0	\$139	\$0	\$9,499,295
35	OCO 7		Architect	0	0	\$6,565	\$0	(\$6,791)	\$0	\$226	\$0	\$9,499,295
36				0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
37	OCO 7		Architect	0	0	\$1,465	(\$1,465)	\$0	\$0	\$0	\$0	\$9,499,295
38	OCO 7		Architect	0	0	\$3,263	(\$3,263)	\$0	\$0	\$0	\$0	\$9,499,295
39	OCO 7		Architect	0	0	\$2,140	(\$2,140)	\$0	\$0	\$0	\$0	\$9,499,295
40	OCO 7		Architect	0	0	\$5,965	(\$5,965)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 7 Totals				0	0	\$26,560	(\$12,998)	(\$14,029)	\$0	\$467	\$0	\$9,499,295
41												
42												\$9,499,295
Current Amounts				0	0	\$7,734,270	\$214,673	\$243,112	\$1,035,200	\$272,040	\$9,499,295	\$9,499,295

Commissioners Court - Regular Session**10.****Meeting Date:** 10/23/2018

HDR Inc WA3 Sup1 On Call Traffic Engineering Services

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization 1 under Williamson County Contract between HDR Inc and Williamson County dated October 8, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to September 30, 2019 and increase the maximum amount payable to \$90,000.00.

Fiscal Impact

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

Attachments

HDR Inc WA3 Sup1 On Call Traffic Engineering Services

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/16/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

10/15/2018 11:11 AM

10/16/2018 08:39 AM

Started On: 10/11/2018 09:32 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Traffic Engineering Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **October 8, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HDR Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective **December 19, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2019**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from **\$40,000.00** to **\$90,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Rashed T. Islam, PE, PTOE
Printed Name

Vice President
Title

10/10/18
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

Date

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session**11.****Meeting Date:** 10/23/2018

Alliance Transportation Group WA3 Sup1 LRTP

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to December 31, 2019 and increase the maximum amount payable to \$91,016.00.

Fiscal Impact

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

AttachmentsAlliance Transportation Group WA3 Sup1 LRTP

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/16/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

10/15/2018 11:11 AM

10/16/2018 08:39 AM

Started On: 10/12/2018 08:16 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Services for Williamson County Long Range Transportation Plan

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **October 19, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective **December 19, 2017** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to December 31, 2019. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$56,092.00 to \$91,016.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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


County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature
Gayle L. Heath
Printed Name

CEO
Title

10-4-2018
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

Date

Attachment C – Work Schedule

The completed draft report is due by December 31, 2019.

Commissioners Court - Regular Session**12.****Meeting Date:** 10/23/2018

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
---------	----------	-------------	--------

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/18/2018

Reviewed By

Wendy Coco

Date

09/18/2018 10:25 AM

Started On: 09/18/2018 10:02 AM

Commissioners Court - Regular Session**13.****Meeting Date:** 10/23/2018

CR 110 South - Utility Reimbursement Agreement with Fiberlight, LLC

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement between Fiberlight and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

P260 Funding Source: Road Bond

Background

Fiberlight had existing facilities in conflict with the CR 110 South project. The Utility Reimbursement Agreement for the relocations is for a total amount of \$42,754.75. Fiberlight is 69.23% eligible for reimbursement. The total anticipated reimbursement to Fiberlight by the County is \$29,599.11 (69.23% of \$42,754.75).

Fiscal Impact

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

Attachments

CR 110 South Fiberlight Utilityt Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/12/2018

Reviewed By

Wendy Coco

Date

10/12/2018 11:03 AM

Started On: 10/11/2018 08:36 AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 11th day of August, 2018, by and between FiberLight, LLC (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to North of Limmer Loop, (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- FiberLight relocation consist of: Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber
- County will reimburse Utility for Engineering Services, Inspection Services, Construction and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 103 Oncor poles reattached along with apparatuses defined as Work = **\$42,754.75**

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: FiberLight, LLC
Name of Utility

By: 
Authorized Signature

Kevin B. Coyne
Print or Type Name

Title: Chief Operating Officer

Date: 08/28/18

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____



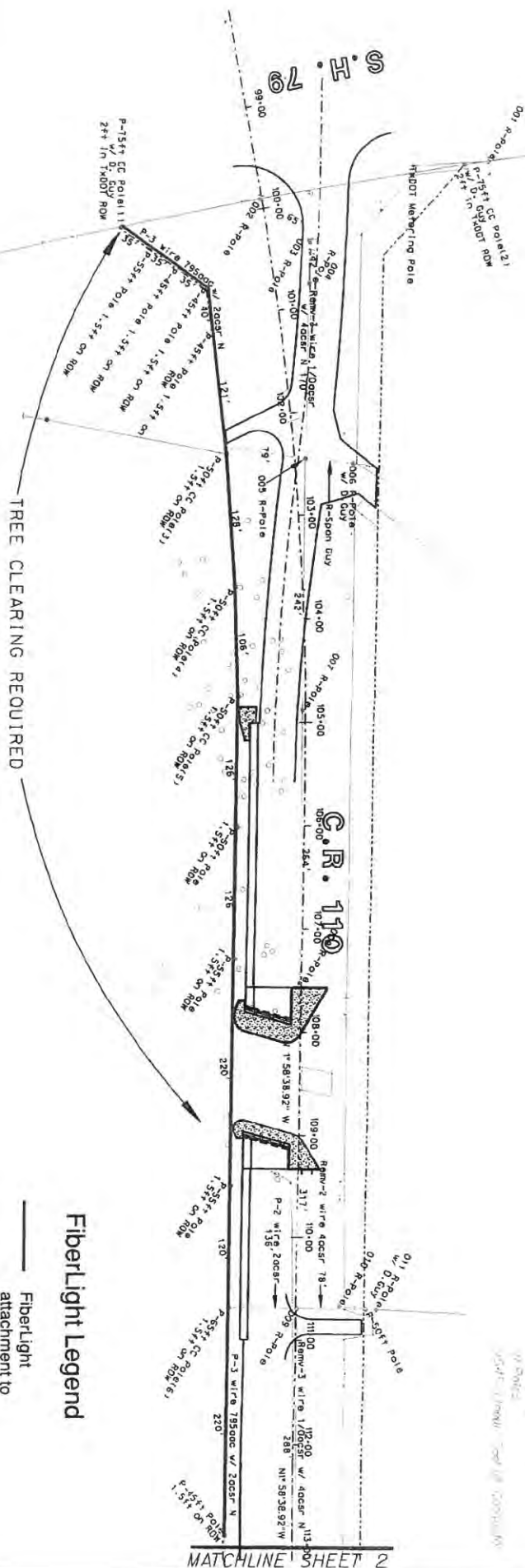
Attachment A

Plans, Specifications, and Estimated Costs

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in ROW are within 36" of ROW.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

At the time of this design,
 there were no known utilities
 within 3ft paralleling new ROW.



LEGEND

- Proposed Poles/Downdrags
- Existing Poles/Downdrags to be Removed
- Existing Poles/Downdrags to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

- 003,004,005,007,008,009: V: 282, P: 435
- 006: V: 282, P: 436
- 011: V: 425, P: 695

Fiberlight Legend

- Fiberlight attachment to Oncor's poles

04/02/2015 60% from county
 05/27/2015 90% from county
 08/10/2015 100% from county
 02/03/2016 submitted plans to county
 06/24/2016 county approved plans

Sheet 1 of 8 WR 3285901	
ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT	
WILLIAMSON COUNTY C.R. 110 (SOUTH) ROAD WIDENING	
Scale: 1"=100'	Date: July 2016

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

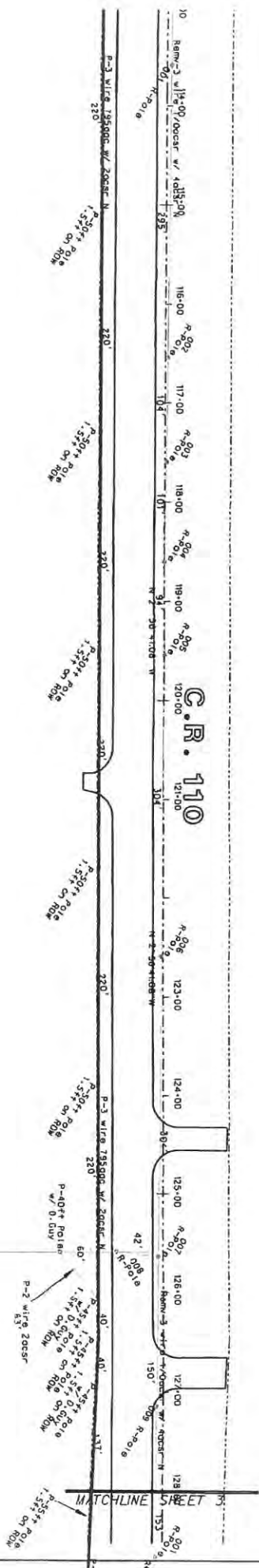
All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



WILLIAMSON COUNTY
 C.R. 110 (SOUTH)
 ROAD WIDENING
 SHEET 2 OF 8
 SCALE: 1"=100'



FiberLight Legend

— FiberLight
 attachment to
 Oncor's poles

LEGEND

- Proposed Poles/Downdrags
- Existing Poles/Downdrags to be Removed
- Existing Poles/Downdrags to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

- 001.002.003: V: 282, P: 435
- 004.005.006.007.009: V: 282, P: 433
- 008: V: 489, P: 277

04/02/2015 80% from county
 05/27/2015 90% from county
 08/10/2015 100% from county
 02/03/2016 submitted plans to county
 06/24/2016 county approved plans

Sheet 2 of 8 WR 3285901

ONCOR ELECTRIC DELIVERY

ROUND ROCK DISTRICT

WILLIAMSON COUNTY

C.R. 110 (SOUTH)

ROAD WIDENING

Scale: 1"=100' Date: July 2016

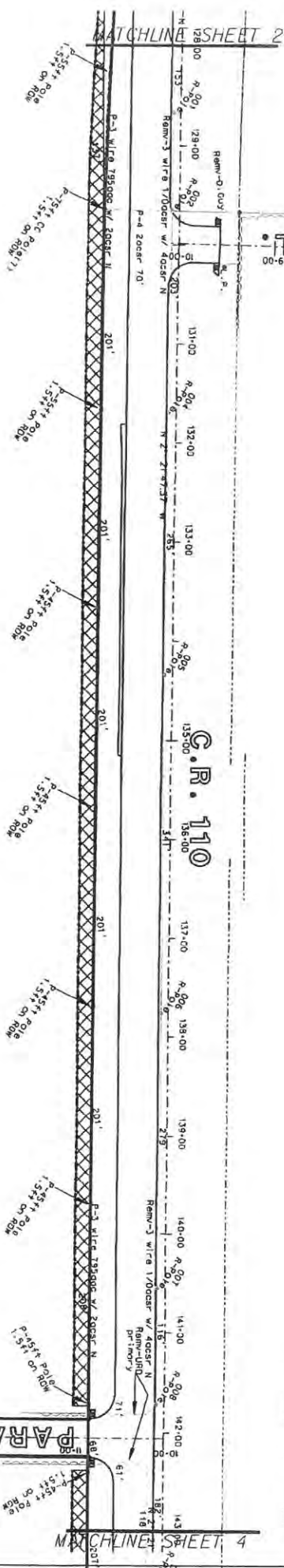
Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



TYPE SHEET
 (NOT ALLED)
 9 LINES
 1/2" = 100' (CONSTRUCTION)
 R.D. 110-271
 1/2" = 100' (CONSTRUCTION)



Fiberlight Legend

— Fiberlight
 attachment to
 Oncor's poles

LEGEND

- Proposed Poles/Dowings
- Existing Poles/Dowings to be Removed
- Proposed Overhead Conductors to Remain in Place
- Existing Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

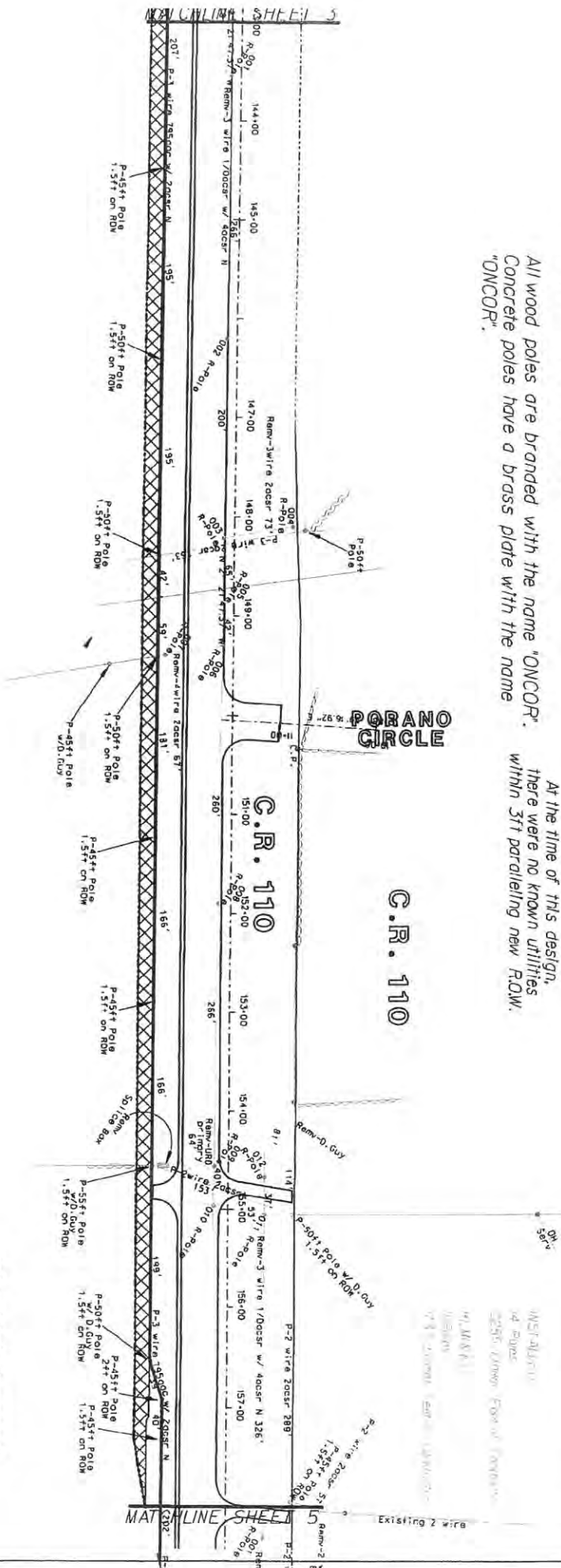
EXISTING EASEMENTS
 001, 002, 004, 005, 006, 007, 008; V: 282, P: 433

04/02/2015 60% from county
 05/27/2015 90% from county
 08/10/2015 100% from county
 02/03/2016 submitted plans to county
 06/24/2016 county approved plans

Sheet 3 of 8 WR 3285901	
ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT	
WILLIAMSON COUNTY C.R. 110 (SOUTH) ROAD WIDENING	
Scale: 1"=100'	Date: July 2016

All Conductor in ROW Is 24.9kv
or less & Meets or Exceeds
Minimum Requirement of
22" Above All Pavement.

All wood poles are branded with the name "ONCOR". Concrete poles have a brass plate with the name "ONCOR".



FiberLight Legend

FiberLight
attachment to
Oncor's poles

- Proposed Poles/Downings
- Existing Poles/Downings to be Removed
- Existing Poles/Downings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

Sheet 4 of 8 WR 3285901

001, 002, 003, 005, 006, 008, 009, 010: V: 282, P: 433

007: Doc: 2015003378
011,012: V: 1286, P: 167

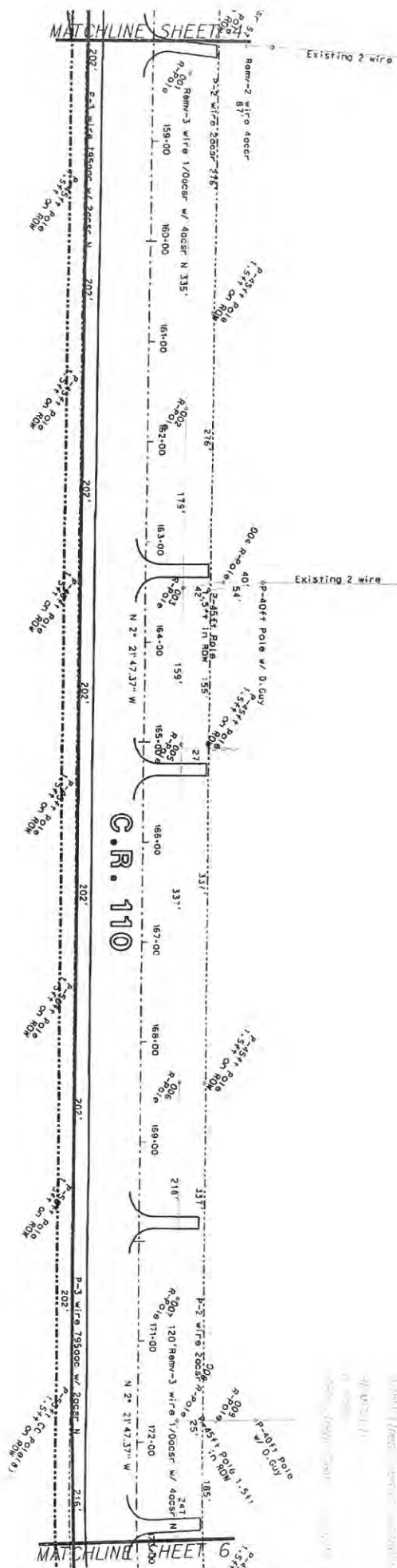
04/02/2015	60% from county
05/27/2015	90% from county
08/10/2015	100% from county
02/03/2016	submitted plans to county
06/24/2016	county approved plans

Scale: 1"=100' Date: July 2016

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



LEGEND

- Proposed Poles/Dampings
- Existing Poles/Dampings to be Removed
- Existing Poles/Dampings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

001,002,003,005,006,007,008: V:1286,P:157
 009:V:1126,P:320

Fiberlight Legend

Fiberlight attachment to Oncor's poles

04/02/2015 60% from county
 05/27/2015 80% from county
 08/10/2015 100% from county
 02/03/2016 submitted plans to county
 06/24/2016 county approved plans

Sheet 5 of 8 WR 3285901

ONCOR ELECTRIC DELIVERY

ROUND ROCK DISTRICT

WILLIAMSON COUNTY

C.R. 110 (SOUTH)

ROAD WIDENING

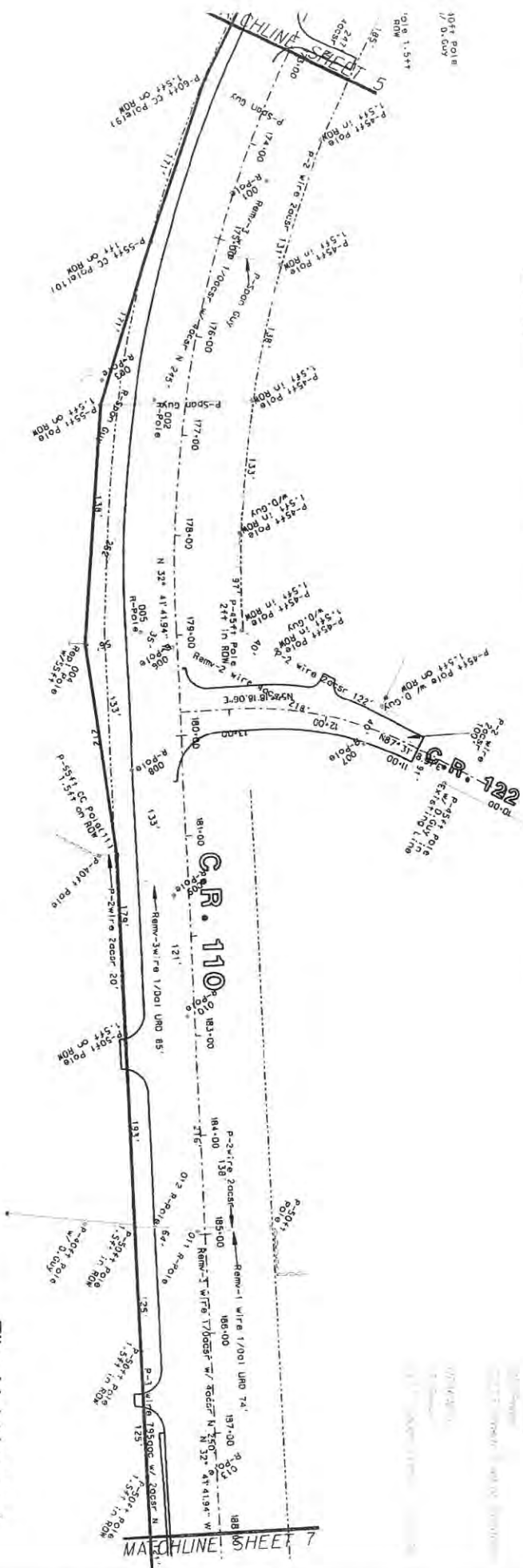
Scale: 1"=100' Date: July 2016

Concrete poles have a 36" diameter foundation. All wood poles are less than 36" diameter. Proposed poles in R.O.W. are within 36" of R.O.W. All poles removed are wood.

All wood poles are branded with the name "ONCOR". Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



LEGEND

- Proposed Poles/Dowings to be Removed
- Existing Poles/Dowings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing UFD Conductor to be Removed
- Existing UFD Conductor to Remain in Place

EXISTING EASEMENT

001,002: V.1286, P.167
012: Doc: 2011000556

Fiberlight Legend

- Fiberlight attachment to Oncor's poles

04/02/2016 60% from county
05/27/2016 90% from county
08/10/2016 100% from county
02/03/2016 submitted plans to county
06/24/2016 county approved plans

Sheet 6 of 8 WR 3285901

ONCOR ELECTRIC DELIVERY
ROUND ROCK DISTRICT

WILLIAMSON COUNTY
CR 110 (SOUTH)
ROAD WIDENING

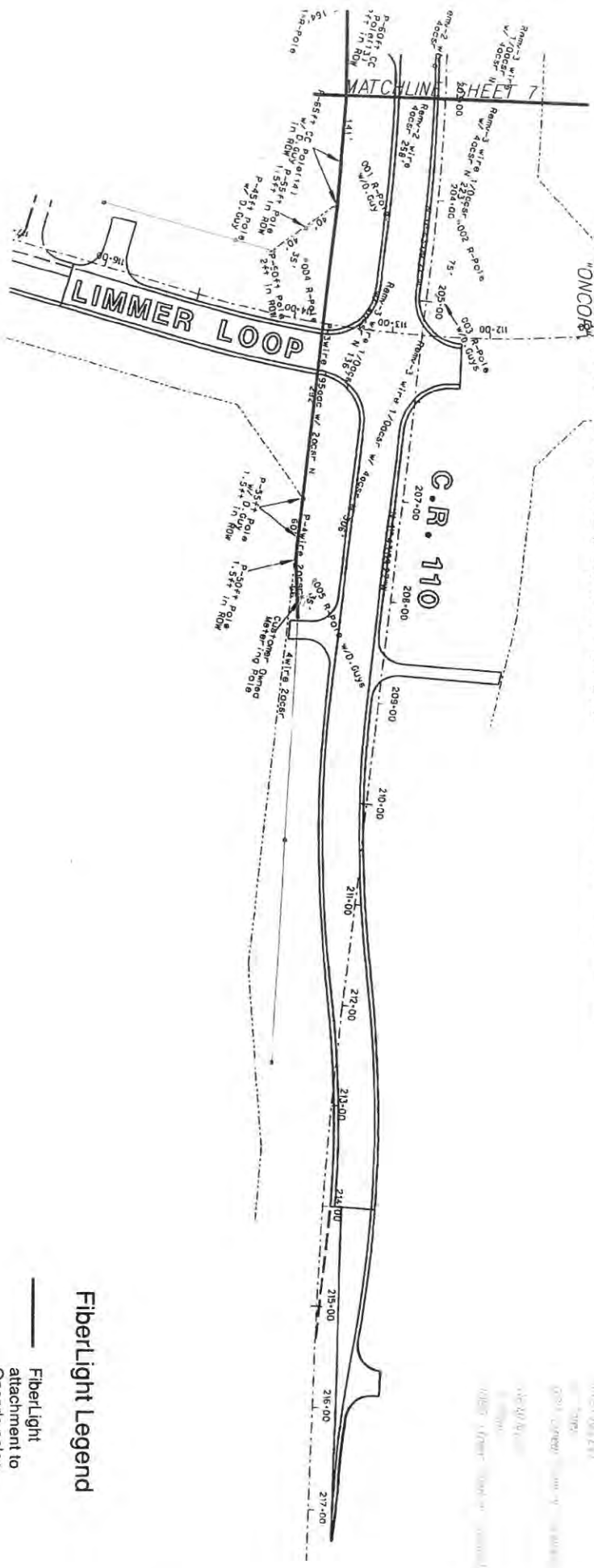
Scale: 1"=100' Date: July 2016

0 count plans

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.
 At the time of this design, there were no known utilities within 3ft paralleling new R.O.W.



LEGEND

- Proposed Poles/Dowings
- Existing Poles/Dowings to be Removed
- Existing Poles/Dowings to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place

EXISTING EASEMENTS

- 002.003: Doc: 200406437
- 004: V: 702, P: 797
- 005: Doc: 200406438

FiberLight Legend

- FiberLight attachment to Oncor's poles

04/02/2015 60% from county
 05/27/2015 90% from county
 08/10/2015 100% from county
 02/03/2016 submitted plans to county
 06/24/2016 county approved plans

Sheet 8 of 8 W.R. 3285901
ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT
WILLIAMSON COUNTY C.R. 110 SOUTH ROAD WIDENING
Scale: 1"=100' Date: July 2016

Attachment "A" - Plans, Specification, and Estimated Costs



Quote

Customer

Name **Williamson County Texas**
Address
City
Phone

Date _____
Order No. _____
Rep **Mike Lamb**

Scope of Work

Provide and place new Strand and fiber optic cable onto new ONCOR poles along CR 110 from Hwy 79 to Limmer Loop. Splice new fiber and remove old Fiber.

Qty	Description	Unit Price	TOTAL
1	Fiber Optic Cable		\$5,412.00
1	Construction, Splicing, Permits, Remove Old Cable and Associated Materials		\$29,710.42
1	Post Inspection		\$3,745.53
1	Project Management (10%) of total		\$3,886.80

SubTotal	\$	42,754.75
----------	----	-----------

Shipping

Tax Rate(s)

TOTAL	\$	42,754.75
-------	----	-----------

Payment

Comments

Office Use Only



J.C. Communications

(512) 670-1522 Office

(512) 267-5551 Fax

16504-1 Red Wagon Lane

Leander, TX 78641

Estimate

Date	Estimate #
6/27/2017	3718

Name / Address
Fiber Light ATTN: Accounts Payable 11700 Great Oaks Way, Suite 100 Alpharetta, GA 30022

P.O. No.	Terms	Project	Description
	net 45	CR110 Relo	FBL- CR110 Relo

Description	Qty	Cost	Total
Install strand (includes anchors)	11,000	0.55	6,050.00
Install Fiber	12,400	0.65	8,060.00
Wreckout fiber	11,000	0.50	5,500.00
Fusion Splice	48	24.00	1,152.00
Install and Prep Enclosure	2	200.00	400.00
Prepare and Submit Oncor Pole Permit	1	500.00	500.00
Materials...strand, pole hardware, enclosures, trays, etc.	1	6,104.78	6,104.78T
		Subtotal	\$27,766.78
		Sales Tax (8.25%)	\$503.64
		Total	\$28,270.42

This proposal expires in 30 days. Payment is due upon completion of JC Communications portion of the job unless an agreement is made BEFORE job is started.



J.C. Communications
(512) 670-1522 Office
(512) 267-5551 Fax
16504-1 Red Wagon Lane
Leander, TX 78641

Estimate

Date	Estimate #
7/27/2017	3744

Name / Address
Fiber Light ATTN: Accounts Payable 11700 Great Oaks Way, Suite 100 Alpharetta, GA 30022

P.O. No.	Terms	Project	Description
	net 45	CR110 Relo	FBL-CR110 Relo

Description	Qty	Cost	Total
Aerial Crew Daily Rate Added cost due to time delays working around road crews not allowing access to poles	1	1,440.00	1,440.00

This proposal expires in 30 days. Payment is due upon completion of JC Communications portion of the job unless an agreement is made BEFORE job is started.	Subtotal	\$1,440.00
	Sales Tax (8.25%)	\$0.00
	Total	\$1,440.00



14 Gabriel Drive
Augusta, ME 04330
207-620-3800

INVOICE

PLEASE REMIT TO:
TRC Lockbox
P. O. Box 536282
Pittsburgh, PA 15253-5904

Mike Humpert
Comcell Inc.
dba Fiberlight
Box 130
Windhurst, TX 76389

September 8, 2017
Project No: 283829.0000.0000
Invoice No: 251611
Project Manager Elizabeth Kinney

Project 283829.0000.0000 COMCELL PA17-23934 CR 110 RELOCATE ROUND ROCK

Professional Services Through September 1, 2017

Unit Billing

8/15/2017	Initial Permit Admin Fee	1.0 Fee @ 201.60	201.60	
8/15/2017	Initial Pole Assessment	121.0 IPA's @ 28.15	3,406.15	
8/15/2017	Travel Unit	55.0 Miles @ 2.505	137.78	
	Total Units		3,745.53	3,745.53
		Total Invoice		\$3,745.53



SALES QUOTE: 56725

REVISION: A
CREATED: 07/06/17

5940 Cabot Parkway * Alpharetta, GA 30005 * (678) 297-1090 * (678) 297-1870 FAX

PROJECT	PO NUMBER	EXPIRATION DATE	RESPONSIBILITY
		09/02/2017	MSOLOMON
CUSTOMER	CONTACT NAME	CONTACT PHONE	CONTACT EMAIL
FIBERLIGHT LLC	Glenn Meredith		

Line	PO Line	ITEM NUMBER DESCRIPTION / NOTES	SHIP FROM	VENDOR	QTY. QUOTED	UNIT PRICE	EXTENSION
1		PRY-EDH1A1J-12-HB-048E3 48-Fiber-Singlemode fiber G.652.D- Loose Tube Single Armor-Dry Tube ATTENUATION .35/.25 @ 1310/1550 <i>Stock in AZ</i>	ARZ	PRYSMIAN CABLES AND SYSTEMS USA, LLC	20,000.00 FT	0.41000	8,200.00000

TERMS:

- Stock Subject to Prior Sale
- Order Acceptance is Subject to Credit Approval
- This Quotation is Valid for the Bill of Material Listed. Revisions Are Subject to Changes in Price and Lead Time
- Freight Terms: FOB Shipping Point
- Genuine Cable Group Terms & Conditions Apply to All Sales
- \$50.00 Minimum Per Order
- All items made to order are subject to + or - 10%

Quote Number	TOTAL QUOTE VALUE
56725	8,200.00 USD

Attachment “B”

Utility’s Schedule of Work and Estimated Date of Completion

Begin: 07/17/2017

Complete: 08/16/2017

Attachment “C”

Eligibility Ratio –

69.23% (based on ONCOR’s relocation plans).

Attachment “D”

Betterment Calculation and Estimates – N/A

Attachment “E”

Proof of Property Interest – ROW-U-1A

DISTRIBUTION POLE LICENSE AGREEMENT

BY AND BETWEEN

FIBERLIGHT, LLC

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATED

FEBRUARY 6, 2009

NO. C 0603716 C

DISTRIBUTION POLE LICENSE AGREEMENT

February 6, 2009

EFFECTIVE DATE

WHEREAS, This DISTRIBUTION POLE LICENSE AGREEMENT (the "Agreement") is made by and between **ONCOR ELECTRIC DELIVERY LLC**, a Delaware limited liability company ("Oncor Electric Delivery") and **FiberLight, LLC**, a Delaware limited liability company, (Licensee).

RECITALS

WHEREAS, **Oncor Electric Delivery** is a public utility company, transmitting and distributing electric power to its customers in, among other places, the Service Area (as hereinafter defined), owns or has acquired the right to use certain rights of way and easements in the Service Area for the construction and operation of its business and has installed distribution poles on portions of such rights of way and easements in connection with the construction and operation of its business; and

WHEREAS, Licensee is a "telecommunications carrier" or "cable television system," as such terms are defined in the Communications Act of 1934 (hereinafter the "Communications Act") and desires to provide Service (as hereinafter defined) in the cities or areas within the Service Area; and

WHEREAS, Licensee desires to attach to and thereafter maintain its Equipment (as hereinafter defined) that is attached pursuant to this Agreement on Poles (as hereinafter defined) solely for the purpose of providing Service in the Service Area; and

WHEREAS, **Oncor Electric Delivery** is willing to allow Licensee, pursuant to the terms and conditions of this Agreement, to attach to and thereafter maintain its Equipment on Poles solely for the purpose of providing Service in the Service Area.

NOW, THEREFORE, in consideration of the covenants, agreements and undertakings set forth below, the Parties agree as follows:

SECTION 1. DEFINITIONS

The words and phrases listed in this Section, "Definitions" shall have the meaning set forth in this Section wherever such words and phrases appear in this Agreement (or the Attachments to it) with an initial capital letter on each word. The meaning stated in this Section shall control the meaning of all such words and phrases when so capitalized, notwithstanding the context or associations in which such words or phrases may appear in this Agreement (or the Attachments to it). Words and phrases not listed in this Section and words and phrases listed in this Section without an initial capital letter shall have the meaning necessary to achieve the intention of the Parties as expressed in this Agreement.

This shall mean any other person or entity directly or indirectly controlling or controlled by, or under the direct or indirect common control with, a specified person or entity.

1.1 Affiliate

This shall mean this Distribution Pole License Agreement.

1.2 Agreement

This shall mean the individuals identified on Attachment A to this Agreement and any replacements for them made pursuant to the procedures prescribed in the Section entitled "Replacement of

1.3 Authorized Representatives

DISTRIBUTION POLE LICENSE AGREEMENT

Authorized Representatives."

This shall mean any and all claims, losses, expenses, damages, demands, judgments, attorneys' fees, causes of action, suits and liability, in tort, warranty, contract, or any other basis, and of every kind and character, including, without limitation, claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability on account of personal injuries or death, damage to property or economic loss.

1.4 Claims

This shall mean the fiber optic or other cables, amplifiers and drop wires, wires and appliances, together with associated cable messengers, anchors and other appurtenances, as well as radios, antennas, and other wireless equipment, used by Licensee to provide Service.

1.5 Equipment

This shall mean the city(s), town(s) or unincorporated area(s) in which Licensee has the authority to provide Service.

1.6 Service Area

This shall mean a public utility company, municipality or other person or entity which has attachment privileges on any Pole.

1.7 Joint User

This shall mean FiberLight, LLC.

1.8 Licensee

This shall mean (a) Licensee; (b) any Affiliate of Licensee; (c) any director, officer, agent, servant, employee, independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it; or (d) any director, officer, agent, servant, or employee of the independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it.

1.9 Licensee Party

This shall mean Oncor Electric Delivery or Licensee; collectively Oncor Electric Delivery and Licensee shall be referred to as "Parties."

1.10 Party

This shall mean a written application in the form of the Permit Application available for use at the website shown below:

1.11 Permit Application

<http://www.oncor.com/electricity/construct/jointuse/default.aspx>

This shall mean distribution poles located within the boundaries of the areas in which Oncor Electric Delivery provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by Oncor Electric Delivery; such term does not mean or include, without limitation, poles or other structures owned by Oncor Electric Delivery which are used for the transmission, rather than distribution, of electric energy.

1.12 Poles

This shall mean any telecommunications service or cable service, as defined in the Communications Act, that Licensee is authorized to provide under its franchise or other lawful authority within the Service Area. To the extent consistent with such defined terms, this definition

1.13 Service

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date and year first above written

LICENSEE

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: Capgemini Energy LP, its Limited Agent

Signature: Michael P. Miller

Signature: Ron Coan

Name: Michael P. Miller

Name: Ron Coan

Title: CEO

Title: Supply Chain Representative

Date: March 2, 2009

Date: February 6, 2009



Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 South- FiberLight

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 110 South:
From U.S. 79 to North of Limmer Loop

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, FiberLight, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 11th day of August, 2018, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: FiberLight, LLC
Utility Name

By 
Authorized Signature

Title: Chief Operating Officer

Date: 08/28/2018

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____



LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Blvd, Suite 100
Round Rock, Texas 78664

Date: October 11, 2018

CobbFendley Job: 1703-011-02-43

Re: Williamson County

CR 110 South

ATTENTION: Eddie Church

FiberLight

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
1	FiberLight – Utility Agreement

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

REMARKS:

Mr. Church,

We have reviewed and recommend approval of Fiberlight's Utility Agreement Package.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED 
Harsha Shetty, Project Engineer

Commissioners Court - Regular Session**14.****Meeting Date:** 10/23/2018

CR 200 Contract Assignment - OBrien Engineering to Jones Carter

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the CR 200 Consent to Contract Assignment between Williamson County and Jones & Carter, Inc. relating to the 2013 Road Bond Program. Project: P285. Funding Source: Road Bonds.

Background

O'Brien Engineering Services, LLC has merged with Jones & Carter, LLC and are requesting approval of assigning all CR 200 contract responsibilities to Jones & Carter, LLC.

Fiscal Impact

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

Attachments[CR200-Jones&Carter-ContractAssignment](#)[JonesCarter-MergerNotice-07122018](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 08:56 AM

Started On: 10/17/2018 05:04 PM

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, O'Brien Engineering Services, LLC (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Jones & Carter, Inc. (hereinafter "Assignee") in the contract(s) described as follows:

Contract for Engineering Services by and between County and Assignor, dated effective October 2, 2014 relating to County Road 200 (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.
2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.
3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.
4. Upon execution of this Consent to Contract Assignment, Assignee hereby agrees that Assignee shall assume entire responsibility and liability (other than as a result of County's gross negligence) and indemnify County for any claim or action based on or arising out of the personal injury, or death, of any employee of Assignor, or of any subcontractor, or of any other entity for whose acts Assignor may be liable, which occurred or was alleged to have occurred in connection with Assignor's performance of services under the Contract prior to execution of this Consent to Contract Assignment; and from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or alleged to be resulting from Assignor's performance of the Contract or the services provided under the Contract prior to the execution of this Consent to Contract Assignment, to the extent caused by the negligence, acts, errors, or omissions of Assignor or its subcontractors, anyone employed by Assignor or anyone for whose acts they may be liable.
5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.
8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

OK
12/6/12
mg

ASSIGNOR:

O'Brien Engineering Services, LLC

By: Teri O'Brien

Printed Name: Teri O'Brien

Title: CEO & President

Date: September 23, 2018

ASSIGNEE:

Jones & Carter, Inc.

By: Robert A. Maxwell

Printed Name: ROBERT A. MAXWELL

Title: SR. VICE PRESIDENT

Date: Sept 27, 2018



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

July 12, 2018

Honorable Dan Gattis
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis:

We are pleased to announce the merger of O'Brien Engineering Services, LLC (OBES) with Jones & Carter, Inc. (J|C). J. Kent O'Brien, PE, and Odalys Johnson, PE have transitioned from OBES to J|C and are committed to this merger and remain with the new venture. And, they will continue in their role leading and working on current and future projects for Williamson County. With this merger, the County will continue to receive the same expert services from Mr. O'Brien and Ms. Johnson along with the full services of over 450 professionals within J|C.

J|C is excited about the new venture and the strength and added expertise that Mr. O'Brien and Ms. Johnson bring. Both are excellent engineers and proven community leaders with a focus on serving our community to improve the quality of life in the Central Texas area.

OBES brings three current County projects to J|C with the merge: County Road 200 from SH 29 to CR 236 as prime consultant leading a group of sub-consultants; CR 176 from RM 2243 to approximately 4000' feet south as a sub-consultant to WSB & Associates, Inc; Corridor F Study as a sub-consultant to CP&Y, Inc. As noted, Mr. O'Brien will continue leading the assignments on each of these projects with the support of Ms. Johnson and our expert staff at J|C.

Accordingly, we are requesting to move the current CR 200 project contract from OBES to J|C to formalize the merge of the two companies. Please confirm this is acceptable to Williamson County.

JONES | CARTER – ENGINEERS, PLANNERS, AND SURVEYORS

Jones | Carter is full-service Texas based engineering firm founded in 1976. We provide expertise in Transportation, Hydrology & Hydraulics, Land Planning, Site Development, Municipal Engineering, Surveying, and Water & Wastewater.

Jones | Carter was founded in 1976 when our founders envisioned a better way to deliver engineering solutions across Texas. They instilled core values – quality, collaboration, accountability, respect, and ethical behavior – that continue to drive our firm and inspire our people to this day. Our innovative solutions to complex engineering challenges are based in a company culture that “seeks to say yes” and grounded in a 40-year legacy of expertise.



Honorable Judge Gattis

Page 2

July 12, 2018

Our success is based on yours

Our mission since day one is simple and true: WE ARE IN BUSINESS TO HELP OUR CLIENTS SUCCEED. With this in mind for every engagement, Jones|Carter has experienced a steady expansion of locations and market practices throughout Texas, and a significant growth in services and resources.

By responding directly to meet client needs and a growing economy, we opened offices in Houston (headquarters 1976); Dallas (1996); Austin (2000); The Woodlands (2003); Bryan/College Station, and Rosenberg (2007 through the acquisition of Pledger Kalkomey, Inc.); San Antonio (2007 through the merger with Brown Engineering Company), and Katy (2014).

Uncommon depth and breadth of expertise

Jones|Carter is an Engineering News-Record Top 500 National Firm offering full-service engineering and consulting services to public and private sector clients. Our depth of services is comprehensive and our knowledge is unmatched in the industry. With over 450 employees in 8 offices across Texas, we have organized our firm around 8 market practices. This allows us to best leverage our resources across the firm, deliver expertise-driven teams, increase responsiveness to your specific needs, and individualize project solutions.

We look forward to continuing working with you and the County to complete our current projects and future projects. Please feel free to contact Mr. O'Brien or me with any questions, comments or additional information needs.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Kent O'Brien'.

J. Kent O'Brien, PE
Vice President

A handwritten signature in blue ink, appearing to read 'Rob Maxwell'.

Rob Maxwell, PE
Senior Vice President

cc: Commissioner Terry Cook, Precinct 1
Commissioner Cynthia Long, Precinct 2
Commissioner Valerie Covey, Precinct 3
Commissioner Larry Madsen, Precinct 4
Robert Daigh, Senior Director of Williamson County Infrastructure
Hall Hawes, General Counsel, Williamson County Commissioner's Court
Mike Weaver, Road Bond Manager

Commissioners Court - Regular Session**15.****Meeting Date:** 10/23/2018

2013 Road 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 a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$225,000 from 2013 Road Non-Departmental (P290) to Reagan Blvd @ IH-35 Bridge (P231) of \$100,000 and CR 305 @ IH-35 Ph 1 (P306) of \$125,000.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 10/17/2018

Reviewed By

Wendy Coco

Date

10/17/2018 04:19 PM

Started On: 10/17/2018 03:25 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 10/23/2018

Georgetown Annex P325 - Change Order 17

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 the Williamson County Georgetown Annex Project, P325, Change Order # 17 from Chasco Constructors in the amount of \$40,704.00 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency, Owners Contingency and Misc. Waterproofing Line Item.

Background

Change order for various necessary scopes of work discovered through Request for Information submitted by the contractors and Architectural Supplemental Instructions issued by the Architect for items that were not specified in the original plans and specs.

Fiscal Impact

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

AttachmentsGTA Change Order 17GTA CO17 Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/18/2018

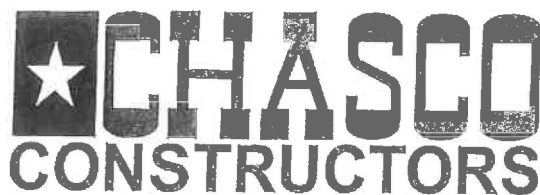
Reviewed By

Wendy Coco

Date

10/18/2018 11:40 AM

Started On: 10/18/2018 11:32 AM



Change Order

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Project:

20-15092 WILCO ANNEX - GC
151 WILCO WAY
GEORGETOWN, TX

Change Order: 17**Date:** 9-17-2018**Architect's Project:****To Contractor:**

CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680

The Contract is changed as follows:**Misc Subcontractor Change Orders****Misc Subcontractor Change Orders**

Owner's Contingency

<\$8,183.00>

Owner's Contingency

\$8,183.00

Contractor's Contingency

<\$8,596.00>

Contractor's Contingency

\$8,596.00

Misc. Waterproof Line Item

<\$23,925.00>

Misc. Waterproof Line Item

\$23,925.00

Total**\$0***ai*

See attached breakdown and backup

The original Contract Amount was	\$14,919,081.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$14,919,081.00
The Contract will be increased by this Change Order in the amount of	\$0.00
The new Contract Amount including this Change Order will be	\$14,919,081.00

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT**CHASCO CONSTRUCTORS****CONTRACTOR****OWNER**

P.O. BOX 1057

ROUND ROCK, TX 78680

(Signature)

(Signature)

(Signature)

By

By

By

Date

Date

Date

Keith L. Hickman

9 Oct. 2018

BILL BAMBRICK

10-9-18

Change order #17

Misc Subcontractor Change Orders

item	subcontractor	description	amount	owner contingency	contractor contingency	Misc Waterproofing
01	Kidd Roofing	26 gauge stainless steel flashing @ metal panels	\$ 1,913.00		\$ 1,913.00	
02	Kidd Roofing	Ridge vent for standing seam roof @ pavilion	\$ 731.00	\$ 731.00	\$ -	
03	Black Box	Add 11 TV locations on 1st fl and 14 on 2nd fl	\$ 7,452.00	\$ 7,452.00	\$ -	
04	Floyd's Glass	Add break metal at front curtainwall	\$ 510.00		\$ 510.00	
05	Alpha Insulation	T&M tickets for extra flashing around windows	\$ 6,065.00		\$ -	\$ 6,065.00
06	Whitetail Construction	Lueders for the Rasch Site Wall	\$ 2,094.00		\$ 2,094.00	Apply to "Misc. Waterproofing & Sealants" line item in contract
07	Alpha Insulation	Joint Sealants	\$ 17,860.00		\$ -	\$ 17,860.00
08	Colvin Electric	120V Power to BAS Control Devices	\$ 4,079.00		\$ 4,079.00	Apply to "Misc. Waterproofing & Sealants" line item in contract
			\$ 40,704.00	\$ 8,183.00	\$ 8,596.00	\$ 23,925.00

Item #1

Project:

Williamson Co Annex

Date: 7/24/2018

GC: Chasco

Subcontractor:

Kidd Roofing

Price Request #:

COR #02 R1

DESCRIPTION OF CHANGE: Furnish and install 26 gauge stainless steel flashing thru-wall at metal panels level 1 and solder inside and outside corners only. Excludes: OT, Waterproofing, Engineering

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	\$ 1,874.00		\$ 1,874.00	
Roofing Regular Time	28.00	hrs	\$ 40.13	\$ 1,123.64		
Roofing Premium time	0.00	hrs	\$ 20.07	\$ -		
Foreman Regular Time	28.00	hrs	\$ 51.08	\$ 1,430.24		
Foreman Premium Time	0.00	hrs	\$ 25.54	\$ -		
Superintendent Regular Time	2.00	hrs	\$ 65.00	\$ 130.00		
Superintendent Premium Time	0.00	hrs	\$ 32.50	\$ -		
Equipment	0.00	hrs	\$ 48.00			
SUBTOTALS			\$ 2,683.88		\$ 1,874.00	\$ -
LABOR TOTAL \$ 2,683.88						
MATERIAL TOTAL \$ 1,874.00						
Equipment \$ -						
Small Tools \$ 91.16						
Supervision \$ -						
Warranty \$ 91.16						
Sales Tax \$ -						
Bond \$ 142.21						
O/H and Profit \$ 732.36						
Grand Total of Price Request						\$ 5,615

Pricing is good for 30 days only and prior to substantial completion of scope

Difference \$1,913.00

-3,702

Project:

Date: 7/16/2018

Subcontractor:

Price Request #:

Williamson Co Annex

Kidd Roofing

COR #02

GC: Chasco

DESCRIPTION OF CHANGE:

provide and install 26 gauge stainless steel flashing thru-wall at metal panels level 1. Excludes: OT, Waterproofing, Solder joints

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	\$ 1,598.00		\$ 1,598.00	
Roofing Regular Time	14.00	hrs	\$ 40.13	\$ 561.82		
Roofing Premium Time	0.00	hrs	\$ 20.07	\$ -		
Foreman Regular Time	14.00	hrs	\$ 51.08	\$ 715.12		
Foreman Premium Time	0.00	hrs	\$ 25.54	\$ -		
Superintendent Regular Time	2.00	hrs	\$ 65.00	\$ 130.00		
Superintendent Premium Time	0.00	hrs	\$ 32.50	\$ -		
Equipment	0.00	hrs	\$ 48.00			
SUBTOTALS			\$ 1,406.94		\$ 1,598.00	\$ -
				LABOR TOTAL		\$ 1,406.94
				MATERIAL TOTAL		\$ 1,598.00
				Equipment		\$ -
				Small Tools		\$ 60.10
				Supervision		\$ -
				Warranty		\$ 60.10
				Sales Tax		\$ -
				Bond		\$ 93.75
				OH and Profit		\$ 482.83
				Grand Total of Price Request		\$ 3,702

Pricing is good for 30 days only and prior to substantial completion of scope

Item 02

Project:

Williamson Co Annex

Date: 8/14/2018

GC: Chasco

Subcontractor:

Kidd Roofing

Price Request #:

COR #03

DESCRIPTION OF CHANGE: Furnish and install a ridge vent for the standing seam roof at pavilion

Description of Materials	Quantity	Unit	Cost	Labor Total	Material Total	Equipment/Misc
Material/Fabrication/Misc/Det	1.00	ls	\$ 255.00		\$ 255.00	
Roofer Regular Time	3.00	hrs	\$ 40.13	\$ 120.39		
Roofer Premium time	0.00	hrs	\$ 20.07	\$ -		
Foreman Regular Time	3.00	hrs	\$ 51.08	\$ 153.24		
Foreman Premium Time	0.00	hrs	\$ 25.54	\$ -		
Superintendent Regular Time	1.00	hrs	\$ 65.00	\$ 65.00		
Superintendent Premium Time	0.00	hrs	\$ 32.50	\$ -		
Equipment	0.00	hrs	\$ 52.00			\$ -
SUBTOTALS			\$ 338.63		\$ 255.00	\$ -
<div> <div>LABOR TOTAL</div> <div>MATERIAL TOTAL</div> <div>Equipment</div> <div>Small Tools</div> <div>Supervision</div> <div>Warranty</div> <div>Sales Tax</div> <div>Bond</div> <div>O/H and Profit</div> </div>						
				\$ 338.63	\$ 255.00	\$ 338.63
						\$ 255.00
						\$ -
						\$ 11.87
						\$ -
						\$ 11.87
						\$ -
						\$ 18.52
						\$ 95.38
Grand Total of Price Request				\$		731

Pricing is good for 30 days only and prior to substantial completion of scope



Your Office Address

2535 Brockton Drive
Suite 400
Austin, Texas 78758

Project Manager:

Larry Atkinson

Customer Billing Address:

Chasco Constructors-Williamson County
PO Box 1057
Round Rock TX 78680

Customer Authorizing Agent:

Mark Lee

Phone:

512 992 5863

Email:

mark.lee@chasco.com

Change Order

Change Order # 1

BBNS Job #:

PRJ00084026

Service Order Issue Date:

08/28/18

Job Contract/P.O. Number:

Project Foreman:

Site Location:

Williamson County Annex

General Contractor:

N/A

G.C. Project Manager:

N/A

Phone/Pager:

N/A

SCOPE OF CHANGE ORDER:

Add 11 TV locations on 1st floor and 14 on 2nd floor, a total of 50 cables, 2 per location

MATERIAL DESCRIPTION:

4 pair Cat ^ Plenum Cable Blue 7131800		8,000	\$0.24	\$1,936.00		\$1,936.00
Cat 6 RJ45 Insert Blue NK688MBUY		50	\$4.60	\$230.00		\$230.00
2-port Flush Mount White faceplate NK2WHY		25	\$1.44	\$36.00		\$36.00
48 port Cat 6 Patch Panel NK6PPG48Y		2	\$305.00	\$610.00		\$610.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
Misc		0	\$0.00	\$0.00		\$0.00
MATERIAL TOTAL				\$2,812.00		\$2,812.00
LABOR:		HOURS	RATE	SUB-TOTAL	TAX RATE	TOTAL COST
LABOR:		80	\$58.00	\$4,640.00		\$4,640.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
		0	\$0.00	\$0.00		\$0.00
PROJECT MANAGEMENT		-	---	\$0.00		\$0.00
LABOR TOTAL				\$4,640.00		\$4,640.00

CHANGE ORDER TOTAL \$7,452.00

PREVIOUS CONTRACT AMOUNT \$85,678.17

REVISED CONTRACT AMOUNT \$93,130.17

This Change Order becomes part of and in conformance with the Terms and Conditions of the existing contract indicated above. By signing below, Black Box, L.P. agrees to make the requested changes, as specified in this document and by signing below, the Customer agrees to pay for said changes.

BBNS will provide and install the above Change Order, once executed, on or before:

Date

BBNS, Authorized Signature:

Larry Atkinson

Print Name:

Phone:

Fax: (512) 837-8767

OWNER/CUSTOMER

Accepted - The above price(s) and Service Order Scope is satisfactory and is hereby accepted. All work will be performed under the same terms and condition as specified in the Original Contract unless otherwise stipulated.

Customer Name:

Phone:

Customer Signature:

Date:

EXT.



1000 N. 10th St.
Suite 100
Tulsa, OK 74103
Tel: 918.492.1234
Fax: 918.492.1235
www.jah-architecture.com

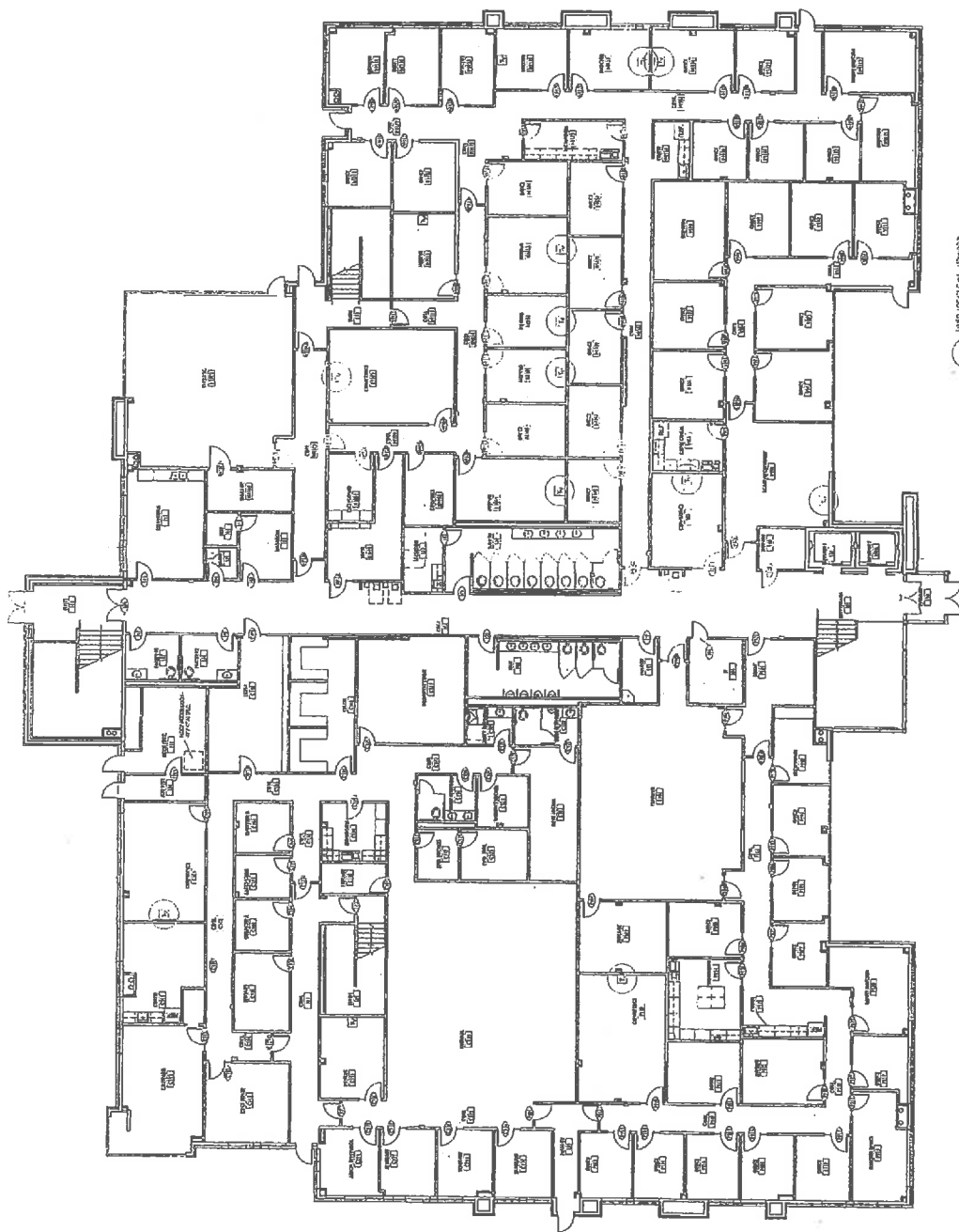
PROJECT: WILLIAMSON COUNTY ANNEX
LOCATION: 1000 N. 10th St., Suite 100
Tulsa, OK 74103
DATE: 01/15/10
DRAWN BY: JAH
CHECKED BY: JAH
APPROVED BY: JAH

WILLIAMSON COUNTY ANNEX
1000 N. 10th St., Suite 100
Tulsa, OK 74103
DATE: 01/15/10
DRAWN BY: JAH
CHECKED BY: JAH
APPROVED BY: JAH

SJC Architecture



PROJECT: WILLIAMSON COUNTY ANNEX
LOCATION: 1000 N. 10th St., Suite 100
Tulsa, OK 74103
DATE: 01/15/10
DRAWN BY: JAH
CHECKED BY: JAH
APPROVED BY: JAH



1. 1000 N. 10th St., Suite 100
2. 1000 N. 10th St., Suite 100
3. 1000 N. 10th St., Suite 100
4. 1000 N. 10th St., Suite 100
5. 1000 N. 10th St., Suite 100
6. 1000 N. 10th St., Suite 100
7. 1000 N. 10th St., Suite 100
8. 1000 N. 10th St., Suite 100
9. 1000 N. 10th St., Suite 100
10. 1000 N. 10th St., Suite 100
11. 1000 N. 10th St., Suite 100
12. 1000 N. 10th St., Suite 100
13. 1000 N. 10th St., Suite 100
14. 1000 N. 10th St., Suite 100
15. 1000 N. 10th St., Suite 100
16. 1000 N. 10th St., Suite 100
17. 1000 N. 10th St., Suite 100
18. 1000 N. 10th St., Suite 100
19. 1000 N. 10th St., Suite 100
20. 1000 N. 10th St., Suite 100
21. 1000 N. 10th St., Suite 100
22. 1000 N. 10th St., Suite 100
23. 1000 N. 10th St., Suite 100
24. 1000 N. 10th St., Suite 100
25. 1000 N. 10th St., Suite 100
26. 1000 N. 10th St., Suite 100
27. 1000 N. 10th St., Suite 100
28. 1000 N. 10th St., Suite 100
29. 1000 N. 10th St., Suite 100
30. 1000 N. 10th St., Suite 100
31. 1000 N. 10th St., Suite 100
32. 1000 N. 10th St., Suite 100
33. 1000 N. 10th St., Suite 100
34. 1000 N. 10th St., Suite 100
35. 1000 N. 10th St., Suite 100
36. 1000 N. 10th St., Suite 100
37. 1000 N. 10th St., Suite 100
38. 1000 N. 10th St., Suite 100
39. 1000 N. 10th St., Suite 100
40. 1000 N. 10th St., Suite 100
41. 1000 N. 10th St., Suite 100
42. 1000 N. 10th St., Suite 100
43. 1000 N. 10th St., Suite 100
44. 1000 N. 10th St., Suite 100
45. 1000 N. 10th St., Suite 100
46. 1000 N. 10th St., Suite 100
47. 1000 N. 10th St., Suite 100
48. 1000 N. 10th St., Suite 100
49. 1000 N. 10th St., Suite 100
50. 1000 N. 10th St., Suite 100
51. 1000 N. 10th St., Suite 100
52. 1000 N. 10th St., Suite 100
53. 1000 N. 10th St., Suite 100
54. 1000 N. 10th St., Suite 100
55. 1000 N. 10th St., Suite 100
56. 1000 N. 10th St., Suite 100
57. 1000 N. 10th St., Suite 100
58. 1000 N. 10th St., Suite 100
59. 1000 N. 10th St., Suite 100
60. 1000 N. 10th St., Suite 100
61. 1000 N. 10th St., Suite 100
62. 1000 N. 10th St., Suite 100
63. 1000 N. 10th St., Suite 100
64. 1000 N. 10th St., Suite 100
65. 1000 N. 10th St., Suite 100
66. 1000 N. 10th St., Suite 100
67. 1000 N. 10th St., Suite 100
68. 1000 N. 10th St., Suite 100
69. 1000 N. 10th St., Suite 100
70. 1000 N. 10th St., Suite 100
71. 1000 N. 10th St., Suite 100
72. 1000 N. 10th St., Suite 100
73. 1000 N. 10th St., Suite 100
74. 1000 N. 10th St., Suite 100
75. 1000 N. 10th St., Suite 100
76. 1000 N. 10th St., Suite 100
77. 1000 N. 10th St., Suite 100
78. 1000 N. 10th St., Suite 100
79. 1000 N. 10th St., Suite 100
80. 1000 N. 10th St., Suite 100
81. 1000 N. 10th St., Suite 100
82. 1000 N. 10th St., Suite 100
83. 1000 N. 10th St., Suite 100
84. 1000 N. 10th St., Suite 100
85. 1000 N. 10th St., Suite 100
86. 1000 N. 10th St., Suite 100
87. 1000 N. 10th St., Suite 100
88. 1000 N. 10th St., Suite 100
89. 1000 N. 10th St., Suite 100
90. 1000 N. 10th St., Suite 100
91. 1000 N. 10th St., Suite 100
92. 1000 N. 10th St., Suite 100
93. 1000 N. 10th St., Suite 100
94. 1000 N. 10th St., Suite 100
95. 1000 N. 10th St., Suite 100
96. 1000 N. 10th St., Suite 100
97. 1000 N. 10th St., Suite 100
98. 1000 N. 10th St., Suite 100
99. 1000 N. 10th St., Suite 100
100. 1000 N. 10th St., Suite 100

1. COMPOSITE PLAN - FIRST FLOOR
1/17 - 1/18

Proposal

Complete Glass & Aluminum Fronts • Sales & Service
1604 West Second Street, P.O. Box 803
TAYLOR, TEXAS 76674

Taylor: (512) 352-7618 • Austin: (512) 365-2016 • FAX: (512) 352-9243

PROPOSAL SUBMITTED TO CHASCO		PHONE	DATE 9/5/18
STREET		JOB NAME WILLIAMSON COUNTY ANNEX	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Add Break Metal at Front Curtainwall for the net sum of \$510.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

***** **SEE ABOVE** *****

Dollars(\$ _____).

Payment to be made as follows:

**ALL PAYMENTS ON THE ABOVE COMPLETED CONTRACT TO BE MADE IN TAYLOR, WILLIAMSON COUNTY, TEXAS
MONTHLY DRAWS ON COMPLETED WORK/DELIVERED MATERIALS BY 10TH OF FOLLOWING MONTH**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Kevin Kiesling

Kevin Kiesling

Notes: This proposal may be
Withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

9-6-18

Signature

BILL BAMBRICK

Signature

CHASCO CONSTRUCTORS

Item 05



ALPHA INSULATION & WATERPROOFING, INC.

598 Greenhill Dr. Suite C - Round Rock, TX 78665
Phone (512) 873-7133 - Fax (512) 873-7381
"Contributing to YOUR success, one project at a time."

CUSTOMER Chasco Constructors
ADDRESS 2801 E Old Settlers Blvd
Round Rock, TX 78665
Email Address: Shelley.Burder@chasco.com; bill@chasco.com
PHONE

INVOICE # MB402254-01
DATE 08/27/18
TERMS: NET 30 DAYS
CUSTOMER # CHAS0764
P.O. #
JOB # 2254

JOB NAME / ADDRESS: Williamson County Annex

QUANTITY	DESCRIPTION	AMOUNT
WAT	T&M Tickets for extra flashing around windows	\$6,065.00
Remit Payments To: P.O. Box 681656, Marietta, GA 30068-0028		
White (1) Customer Copy • Canary (2) Remittance Copy • Pink (3) APR Copy		
Thank You for Your Business		
TOTAL DUE:		\$6,065.00



ALPHA INSULATION & WATERPROOFING, INC.

598 Greenhill Drive, Suite C

Round Rock, TX 78665

Tel: (512) 873-7133 Fax: (512) 873-7381

WORK ORDER

Date:

8/10/18

Job #:

2254

Customer Name:

CHASCO CON

AUTHORIZATION TO PROCEED

Signature/Date:

[Signature] 7/31/18

Name:

Title:

Project Name:

WILCO ANNEX

Brief description & location of work:

EXTRA FLASHING AROUND WINDOWS

DESCRIPTION OF MATERIAL:	QUANTITY	UNIT	UNIT PRICE	EXTENSION
DELTA FLASHING 9"	18	Rolls	\$ 135.00	\$ 2430
DELTA MULTI-BAND	20	Rolls	47.00	940
Lift Rental				
Specialty Equipment				
Small Tools				
Safety Supplies				
Sales tax at			%:	
Total Materials			\$	3370

Name	7/31	8/2	8/7	8/9				Total Hours	Rate	Per Diem / Hotel	Travel	Extension
VORANY P.	45	5	5	5				20	\$ 35	\$	\$	\$ 700
ESTABAN	45	5	5	5				20	35			700
Total Labor										\$		1400

Work authorized - complete and accepted:

Customer accepted and approved-

Signature/Date:

[Signature]

Name:

Mark Lee

Title:

Super

Alpha Insulation & Waterproofing

Signature/Date:

[Signature] 8/10/18

Name:

Ismael Rodriguez

Title:

SUPERINTENDENT

Total Materials & Labor

\$ 4770

Bond @ 1.50%

Overhead @ %

Profit @ %

Work Order Total

\$ 4770



ALPHA INSULATION & WATERPROOFING, INC.

598 Greenhill Drive, Suite C

Round Rock, TX 78665

Tel: (512) 873-7133 Fax: (512) 873-7381

WORK ORDER

Date: 8/10/18

Job #: 2254

Customer Name: Chasco Con.

Project Name: Wilco Annex

Brief description & location of work:

TEMP Waterproofing AROUND WINDOWS

AUTHORIZATION TO PROCEED

Signature/Date: [Signature] 8-10-18

Name:

Title:

DESCRIPTION OF MATERIAL:	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			\$	\$
Lift Rental				
Specialty Equipment				
Small Tools				
Safety Supplies				
Sales tax at			%:	
Total Materials			\$	

Name	8/7	8/9	8/10					Total Hours	Rate	Per Diem / Hotel	Travel	Extension
SANTOS	8							8	\$ 35	\$	\$	\$ 280
ELMER	8							8	35			280
JOSE PAEZ		7	5					12	35			420
MICHAEL LOERA		4	5					9	35			315
Total Labor										\$	1295	

Work authorized - complete and accepted:

Customer accepted and approved-

Signature/Date: [Signature] 8-10-18

Name: Mack Lee

Title: Super

Alpha Insulation & Waterproofing

Signature/Date: [Signature] 8/10/18

Name: ISMAEL RODRIGUEZ

Title: SUPERINTENDENT

Total Materials & Labor	\$
Bond @ 1.50%	
Overhead @ _____%	\$
Profit @ _____%	\$
Work Order Total	\$ 1295



Whitetail Construction, Inc.

Mailing address:
P.O. Box 1585
Leander, Texas 78646-1585

Phone: 512 778-9050

Physical address:
6751 FM 3405
Liberty Hill, TX 78642

Change Order Request

September 11, 2018

Bill Bambrick
Chasco Constructors
Williamson County Annex

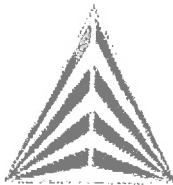
We hereby request Change Order for:

Supply 10 Tons of the Smokey Mountain Lueders for the Rosch Site Wall.

Change Order Request Total: \$ 2094.00

Sincerely,

Gary McGuire



ALPHA

INSULATION & WATERPROOFING, INC.

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

September 11, 2018

Via: Email

Mr. Mark Lee
Chasco Contracting
2801 E. Old Settlers Blvd.,
Round Rock, TX 78665

SUBJECT: Joint Sealants at Framed Openings
PROJECT: Williamson County Annex

Dear Mr. Lee:

We are pleased to submit our proposal for the following scope of work on the above referenced project based on 100 CD plans dated 05-26-17.

SECTION 079005 JOINT SEALERS-FRAMED OPENINGS TO MASONRY

Inclusions: Exterior Silicone Sealant applied to exterior framed openings to masonry veneer
Exclusions: Custom colors and all other sealants not mentioned above. Cleaning of joints prior to sealant installation.

\$9,760.00

SECTION 079005 JOINT SEALERS-FRAMED OPENINGS TO METAL

Inclusions: Exterior Silicone Sealant applied to: exterior framed openings to metal panels
Exclusions: Custom colors and all other sealants not mentioned above. Cleaning of joints prior to sealant installation.

\$8,100.00

Notes and Clarifications:

All materials are furnished and installed.

Sales tax is included.

OSHA 30 Certified.

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

We acknowledge no wage scale.

We self perform 100% of our work.

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

Proposal valid for 60 days unless otherwise noted.

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

Sincerely,

ALPHA INSULATION & WATERPROOFING, INC.

Shaun Vogel

Shaun Vogel



CHANGE ORDER #
CHAS01-016

DATE: September 18, 2018
NAME: Bill Bambrick
COMPANY: Chasco Constructors
RE: Williamson County Annex
Description: Pricing for adding 120V power to BAS control devices per jobsite walk 9/13/2018. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED) \$1,015.49

MATERIAL TOTAL \$1,015.49

LABOR

37.77 ELECTRICIAN HOURS AT \$45.00 /HOUR \$1,699.65

LABOR TOTAL \$1,699.65

MISCELLANEOUS EXPENSES

FREIGHT \$0.00
EQUIPMENT RENTAL \$0.00
EXPEDITE SHIPPING COST \$0.00
MISCELLANEOUS TOTAL \$0.00

MATERIAL \$1,015.49
MISCELLANEOUS \$0.00
LABOR \$1,699.65
SUBTOTAL \$2,715.14
O & P 10% \$271.51
Bond Adder 4% \$119.47
TOTAL \$3,106.00

*** ADDITIONAL TIME REQUEST ***

THIS CHANGE ORDER WILL ADD 3 DAYS TO
THE CONSTRUCTION SCHEDULE. SHOULD CHANGE
ORDER WORK BE APPROVED WITH NO ADDITIONAL
TIME GIVEN OVERTIME LABOR WILL ADD TO THE
CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 37.77 X \$45.00 X 1/2 = \$849.83

ADD TO CHANGE ORDER
IF WORK IS DONE AT OVERTIME
LABOR with BURDEN \$849.83
OH&P 10% \$84.98
Bond Adder 4% \$37.39
TOTAL \$4,079.00

COLVIN ELECTRIC, INC. • 3901 KELLY LANE • PFLUGERVILLE, TEXAS 78660 • (512) 388-2271

Regulated by the Texas Department of Licensing and Regulations

P.O. Box 12157, Austin, TX, 78711

1-800-803-9292, 512-463-6599

License: TECL #17495

website: www.license.state.tx.us/complaints

Job Name: Williamson Co Annex
Job Number: 131

Extension Name: CHAS01-16 BAS control 120V power locations

[Items and ByProducts]

Material Filter: <None>
Report Price 1 & CO 1 by CC

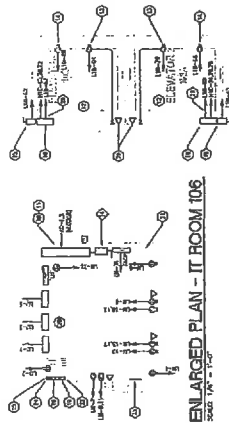
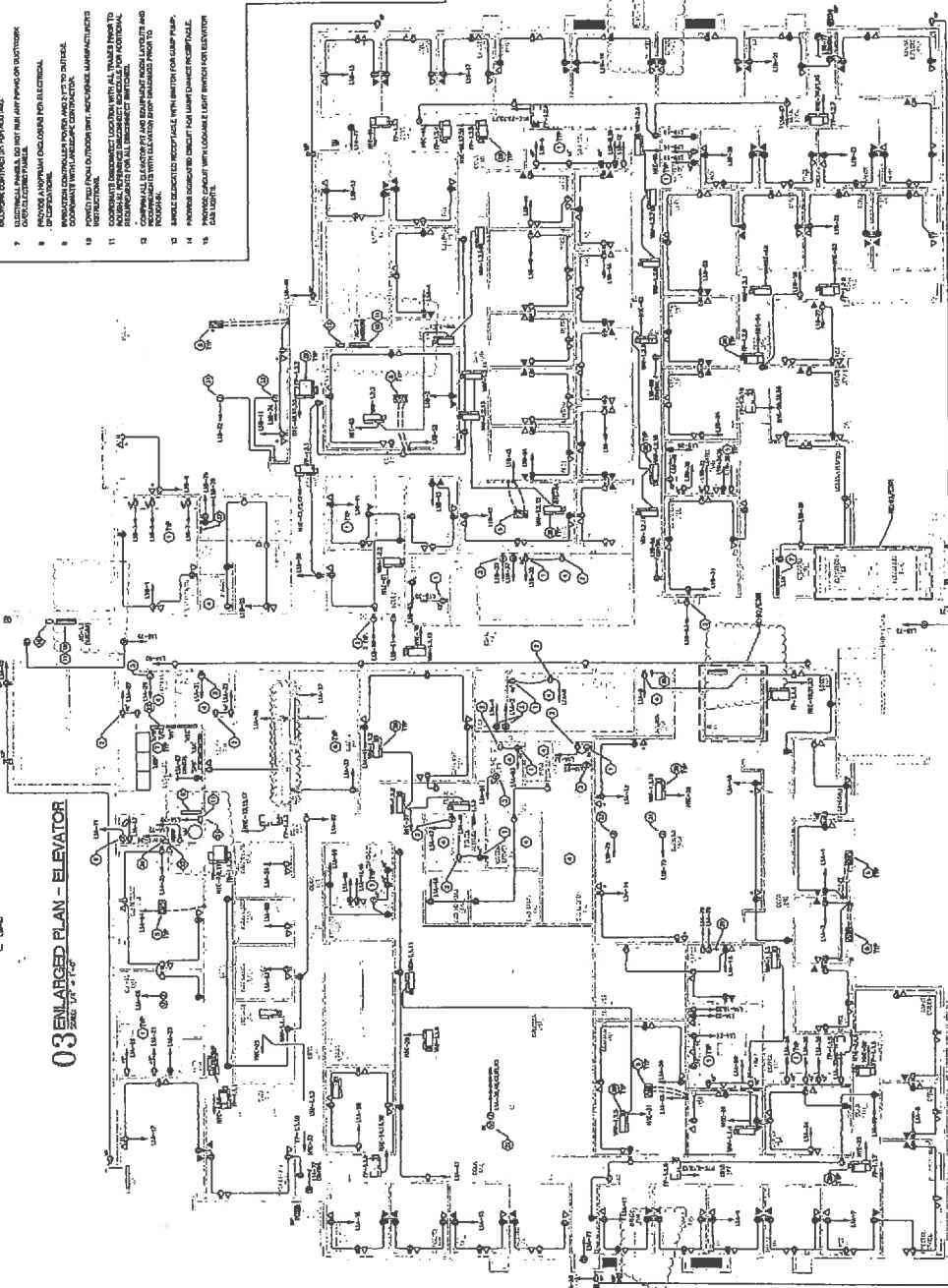
Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set Combined, Combined, Combined, Combined, Combined									
CCode: Branch Rough									
1,460	1/2 EMT	400.00	\$42.77	C	\$171.07	2.49	C	9.95	cb
1,653	1/2 EMT CONN S/C	22.00	\$255.76	C	\$56.27	5.02	C	1.11	cb
1,713	1/2 EMT COUPL S/C	40.00	\$308.08	C	\$123.23	3.77	C	1.51	cb
1,943	1/2 EMT CHNL STRAP W/BOLT	50.00	\$87.53	C	\$43.76	5.02	C	2.51	cb
5,997	BOX SUPPORTS-CLIP ON	11.00	\$100.18	C	\$11.02	3.77	C	0.41	cb
8,498	1/2 FLEX STEEL	15.00	\$75.69	C	\$11.35	2.51	C	0.38	cb
8,552	1/2 FLEX SQZ CONN	5.00	\$200.95	C	\$10.05	7.54	C	0.38	cb
8,605	1/2 FLEX 90 1 SCREW CONN	5.00	\$329.60	C	\$16.48	11.30	C	0.57	cb
8,656	1/2 LIQUIDTIGHT FLEX	18.00	\$178.20	C	\$32.08	2.51	C	0.45	cb
8,668	1/2 LIQUIDTIGHT FLEX CONN	6.00	\$576.73	C	\$34.60	10.05	C	0.60	cb
8,669	3/4 LIQUIDTIGHT FLEX CONN	15.00	\$843.88	C	\$126.58	11.30	C	1.70	cb
8,716	1/2 LIQUIDTIGHT 90 FLEX CONN	6.00	\$942.05	C	\$56.52	12.56	C	0.75	cb
26,009	4/S BOX 2-1/8" DEEP	11.00	\$427.42	C	\$47.02	12.56	C	1.38	cb
26,025	4/S BLANK COVER	11.00	\$276.63	C	\$30.43	6.28	C	0.69	cb
CCode: Lugs/Termination/Ground									
9,413	20A WIRE TERMINATION	44.00	\$0.00	X	\$0.00	0.13	E	5.53	sl
9,486	O/B ORANGE/BLUE 3M WIRE NUT	44.00	\$8.66	C	\$3.81	4.02	C	1.77	sl
CCode: Branch Wire									
11	12 THHN CU STRANDED	1,618.00	\$149.08	M	\$241.22	5.00	M	8.09	wb
[Items and ByProducts] Total:					\$1,015.49			37.77	

Notes:
Exclusions: BAS Systems, Equipment, Full Conduit System, Cabling, and Programming

KEYED NOTES

ADDITIONAL INFORMATION: 01 JAN 1987

- [illegible]

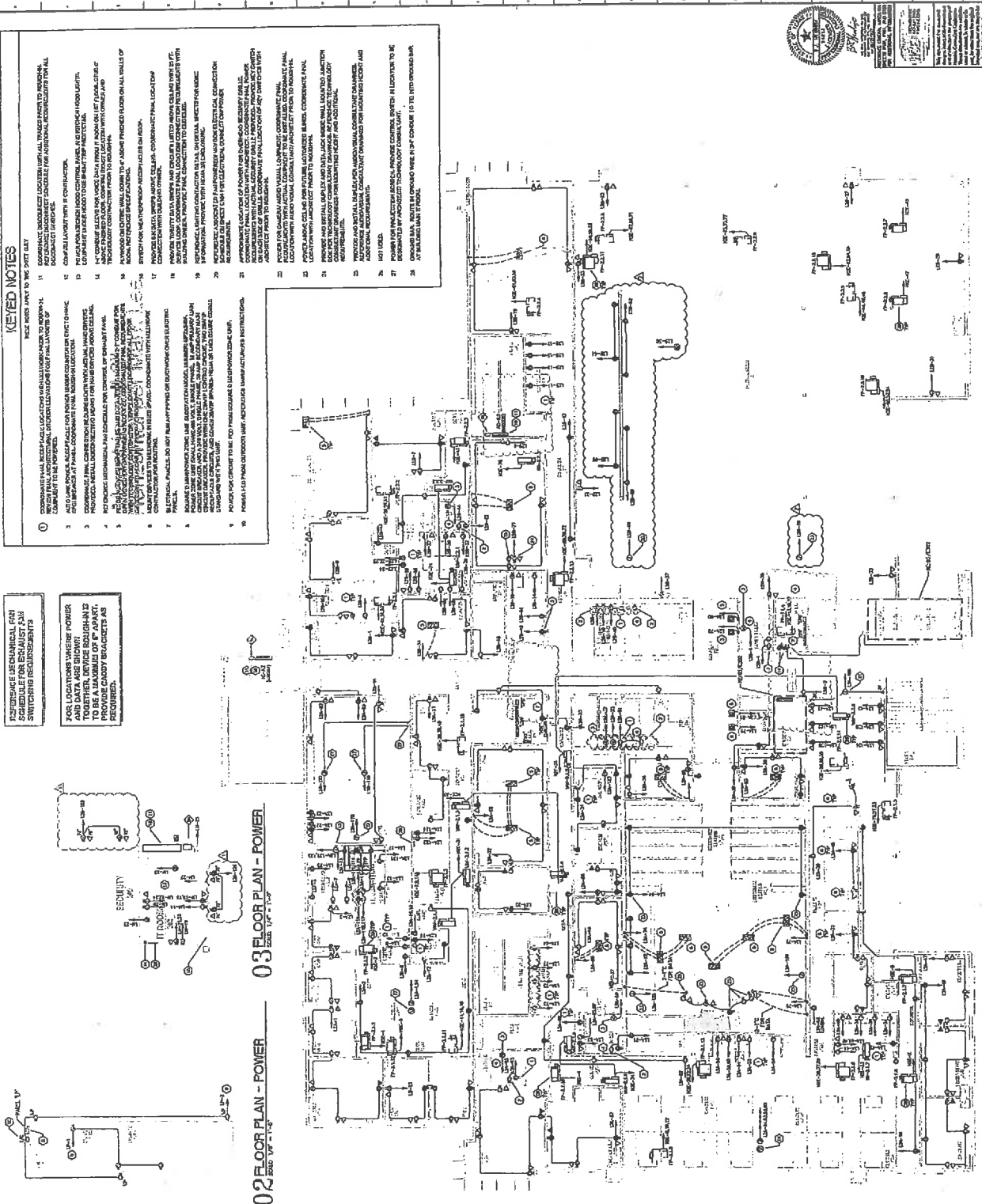
02 ENLARGED PLAN - IT ROOM 106
SCALE 1/4" = 1'-0"

3 ENLARGED PLAN - ELEVATOR
SCALE: 1/4" = 1'-0"



01 FIRST FLOOR PLAN - POWER

© 2007 by The Authors
Journal compilation © 2007 by Blackwell Publishing Ltd

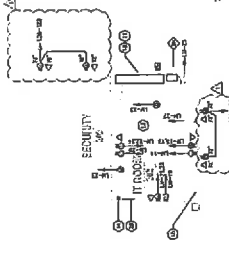


KEYED NOTES

1. PROVIDE ALL ELECTRICAL WORK IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
6. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
7. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
8. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
9. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
11. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
12. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
13. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
14. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
15. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
16. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
17. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
18. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
19. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
20. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
21. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
22. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
23. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
24. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
25. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
26. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
27. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
28. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
29. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
30. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
31. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
32. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
33. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
34. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
35. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
36. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
37. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
38. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
39. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
40. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
41. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
42. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
43. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
44. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
45. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
46. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
47. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
48. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
49. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.
50. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC.

INTERFERENCE MECHANICAL FAN
SCHEDULE FOR EXHAUST FAN
SWITCHING REQUIREMENTS

FOR LOCATIONS WHERE POWER
TO BE A LOAD OF 50 AMP, THE
CIRCUIT SHALL BE SCHEDULED AS
REQUIRED.



03 FLOOR PLAN - POWER
SHEET 1 OF 1

01 SECOND FLOOR PLAN - POWER
SHEET 2 OF 2

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 17

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	\$24,685.00	\$12,180.00	\$60,000.00	\$20,000.00	\$ 18,471.00	\$ 12,000.00	\$ 100,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 70,000.00	\$ 10,000.00	\$ 60,000.00	\$ 2,500.00	\$ 305,099.00	\$ 431,081.00	\$ 449,630.00	\$ 418,526.00	\$ 95,947.00	GMP Total	Total Updated Contract Amount			
									Misc. Joint sealants	Misc rough carpentry	Rented equipment	Misc. dirtwork & paving	Misc. Metal Panels & ACM	Safety Cables @ First & Second Floor Allowance	Security Systems Allowance	Temp Lighting at Crawl Space Allowance	Structural Concrete Allowance	Reinforcing Steel Allowance	Structural Steel Allowance	Misc. Utility costs	Owner Signage Allowance	Owner Residential Appliance Allowance	Owner Commercial Kitchen Allowance	Owner Interior Blinds Allowance	Owner's Project Contingency	CM Contingency	General Conditions	Construction Phase Fee	Buyout Savings (Current)						
Contract																															\$14,919,081.00	\$14,919,081.00			
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	(\$18,000.00)																		\$18,000.00						\$0.00	\$14,919,081.00		
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	\$82,000.00																								\$0.00	\$14,919,081.00		
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	\$32,775.00																		(\$82,000.00)						\$0.00	\$14,919,081.00		
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JQ ENG	0	\$1,714.00										(\$1,714.00)														\$0.00	\$14,919,081.00		
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JQ ENG	0	\$2,821.00																								\$0.00	\$14,919,081.00		
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	\$681.00																									\$0.00	\$14,919,081.00	
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	\$18,743.00																									\$0.00	\$14,919,081.00	
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	\$52,152.70																									\$0.00	\$14,919,081.00	
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	(\$9,585.64)																									\$0.00	\$14,919,081.00	
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	\$2,154.00																									\$0.00	\$14,919,081.00	
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumaton	AM. DOOR		KAH	0	\$3,149.00																									\$0.00	\$14,919,081.00	
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	\$37,110.50																									\$0.00	\$14,919,081.00	
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	(\$18,000.00)																									\$0.00	\$14,919,081.00	
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	\$6,770.00																									\$0.00	\$14,919,081.00	
CO#6, CR#13	2/7/18	3/2/18	Demo light pole base/replace light pole base	CHASCO		CHASCO	0	\$1,900.00																									\$0.00	\$14,919,081.00	
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	\$6,573.00																									\$0.00	\$14,919,081.00	
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	\$5,808.00																									\$0.00	\$14,919,081.00	
CO #7, CR#16 & #18	3/27/18	4/15/18	Door and Hardware Changes/Temp. lighting	AMERICAN DOOR		KAH	0	\$4,479.13									(\$4,479.13)																\$0.00	\$14,919,081.00	
CO#7, CR#17 & #18	3/27/18	4/15/18	Additional Floor Boxes/Temp. lighting	FELIX MEDIA		KAH	0	\$2,759.00									(\$2,759.00)																\$0.00	\$14,919,081.00	
CR#19	VOID	VOID		VOID		VOID	VOID	VOID						VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	\$0.00	\$14,919,081.00	
GMP CO#1, CR #20	4/24/18	4/26/18	Security Systems Allowance Return	CHASCO		CHASCO	0	\$0.00									(\$100,000.00)																(\$100,000.00)	\$0.00	\$14,919,081.00
CO#8	4/25/18	VOID	VOID	VOID		Chasco	0	VOID						VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	\$0.00	\$14,819,081.00	
CO#9, CR#21	4/25/18	5/1/18	Added I-beam lintel at elevator shaft wall	DESIGN WELD FAB		CHASCO	0	\$3,672.00																									\$0.00	\$14,819,081.00	
CO#9, CR#22	4/25/18	5/1/18	Add bent plates and angles at 2nd floor	DESIGN WELD FAB		CHASCO	0	\$3,317.00																									\$0.00	\$14,819,081.00	
CO#9, CR#23	4/25/18	5/1/18	Add 3 piece tube steel dividers at elevator	DESIGN WELD FAB		CHASCO	0	\$2,995.75																									\$0.00	\$14,819,081.00	
CO#10, CR#24	4/25/18	5/1/18	Safety Cabling for the 2nd Floor	DESIGN WELD FAB		CHASCO	0	\$2,969.00						(\$2,969.00)																			\$0.00	\$14,819,081.00	
CO #11, CR #25	5/8/18	5/22/18	Revise metal panels & ACM to Kidd Roofing	KIDD ROOFING		CHASCO	0	\$73,201.00						(\$18,471.00)																			\$0.00	\$14,819,081.00	
CO #12, CR #26	5/8/18	5/10/18	Change quarries for stone veneer	WHITETAIL MASONRY		CHASCO	0	\$7,632.00																									\$0.00	\$14,819,081.00	
CO #13, CR #27	7/10/18	7/11/18	Fabricate steel counter supports	IMPRESSIONS ARCH.		CHASCO	0	\$4,096.00																									\$0.00	\$14,819,081.00	
CO #13, CR #28	7/10/18	7/11/18	Revise Finelite configuration per ASI #11	COLVIN ELECT.		KAH	0	\$3,870.00																									\$0.00	\$14,819,081.00	
CO #13, CR #29	7/10/18	7/11/18	Revised F fixture layout	COLVIN ELEC.		KAH	0	\$5,504.00																									\$0.00	\$14,819,081.00	
CO #13, CR #30	7/10/18	7/11/18	Adjust steel angle braces per RFI #79	DESIGN WELDING		CHASCO	0	\$2,279.00																									\$0.00	\$14,819,081.00	
CO #13, CR #31	7/10/18	7/11/18	Additional steel beam per RFI #32	DESIGN WELDING		CHASCO	0	\$1,548.00																									\$0.00	\$14,819,081.00	
CO #13, CR #32	7/10/18	7/11/18	Modify entry vestibule	DESIGN WELDING		CHASCO	0	\$2,160.00																									\$0.00	\$14,819,081.00	
CO #13, CR #33	7/10/18	7/11/18	Add galvanized brick ledge at Pavilion	DESIGN WELDING		KAH	0	\$6,679.00																									\$0.00	\$14,819,081.00	
CO #13, CR #34	7/10/18	7/11/18	ADA roll in shower bases	ACCENT PLUMBING		ACCENT	0	\$3,864.00																									\$0.00	\$14,819,081.00	
CO #13, CR #35	7/10/18	7/11/18	Rake mortar joints at stone veneer by 1/2"	WHITETAIL MASONRY		KAH	0	\$5,500.00																									\$0.00	\$14,819,081.00	
CO #13, CR #36	7/10/18	7/11/18	Revise door #122 per RFI #54	AMERICAN DOOR		KAH	0	\$455.00																									\$0.00	\$14,819,081.00	
CO #13, CR #37	7/10/18	7/11/18	Revise door #C106	AMERICAN DOOR		KAH	0	\$474.25																									\$0.00	\$14,819,081.00	
CO #13, CR #38	7/10/18	7/11/18	Revise millwork at JP 224 restroom	IMPRESSIONS ARCH.		KAH	0	(\$910.00)																									\$0.00	\$14,819,081.00	
CO #13, CR #39	7/10/18	7/11/18	Revise metal studs from 3 5/8" to 6"	CENTRAL TX DRYWALL		CHASCO	0	\$503.23																									\$0.00	\$14,819,081.00	
CO #13, CR #40	7/10/18	7/11/18	Revise ceiling tile to USG Mars Clima Plus	CENTRAL TX DRYWALL		CHASCO	0	(\$30,000.00)																									\$0.00	\$14,819,081.00	
CO #13, CR #41	7/10/18	7/11/18	Motorized shades at JP courtroom & Rm #226	EASTCREEK DESIGNS		KAH	0	\$19,826.00																									\$0.00	\$14,819,081.00	
CO #13, CR #42	7/10/18	7/11/18	Revise irrigation to two wire system	LANDTEC		WILCO	0	\$7,290.00																									\$0.00	\$14,819,081.00	
CO #13, CR #43	7/10/18	7/11/18	Metal roof trim to "Prewetathered Galvalume"	TX FIFTH WALL ROOF		KAH	0	\$3,300.00																									\$0.00	\$14,819,081.00	
CO #13, CR #44	7/10/18	7/11/18	Credit to use shop fabricated parapet fascia	TX FIFTH WALL ROOF		TX FIFTH WALL	0	(\$2,485.00)																									\$0.00	\$14,819,081.00	
CO #13, CR #45	7/10/18	7/11/18	Install steel counter supports	CENTRAL TX DRYWALL		CHASCO	0	\$901.64																										\$0.00	\$14,819,081.00
CO #14	7/17/18	7/17/18	Rm #226 Additional Wilco Funding	WILCO		WILCO	21	\$0.00																		\$ 100,000.00							\$100,000.00	\$14,919,081.00	
CO #14	7/17/18	7/17/18	Rm #226 Reduce contractor's contingency	CHASCO		WILCO	0	\$38,082.00																									\$0.00	\$14,919,081.00	
CO #14	7/17/18	7/17/18	Rm #226 add fee for contractor's contingency	CHASCO		CHASCO	0	(\$1,109.00)																									\$0.00	\$14,919,081.00	
CO #14	7/17/18	7/17/18	Rm #226 reduce owner's contingency	WILCO		WILCO	0	\$135,299.00																									\$0.00	\$14,919,081.00	
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. reinf. allow.	CHASCO		CHASCO	0	\$8,266.00																									\$0.00	\$14,919,081.00	
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. steel allow.	CHASCO		CHASCO	0	\$15.00																			</								

Commissioners Court - Regular Session**17.****Meeting Date:** 10/23/2018

North Campus Facility P324 - Change Order 65

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 the Williamson County North Campus Project; Change Order # 65 from Vaughn Construction in the amount of \$80,526.00 to approve funding from within the existing contract for general conditions and a fuel station tank liner. This change order is being funded by Buyout Savings.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund additional general conditions due to the extended contract schedule to complete the fuel station and to add a tank liner to the DEF tank excavation for environmental protections.

Fiscal Impact

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

AttachmentsNCF Change Order 65NCF CO65 Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 11:40 AM

Started On: 10/18/2018 11:38 AM



3171 SE Inner Loop
Georgetown, TX
78626

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

October 04, 2018

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

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0065

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Supply and Install DEF Tank and Trench Liner for the above referenced project.

The projects revised substantial completion date is January 18th, 2019.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", with a stylized flourish at the end.

Doug Boram

Attachments: Form B, Subcontractor Pricing Back-up

CC: Brody Harris - BLGY
Mark Brown - BLGY

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0065

QUOTATION :

Item	Labor	Materials	Subs	Total
Supply and Install DEF Tank and Trench Liner	\$0.00	\$0.00	\$38,004.00	\$38,004.00
General Conditions	\$0.00	\$41,216.00	\$0.00	\$41,216.00
Fee (3.4375% of COW)	\$0.00	\$1,306.00	\$0.00	\$1,306.00
To Be Funded By Buyout Savings	\$0.00	\$(80,526.00)	\$0.00	\$(80,526.00)

Totals	\$0.00	\$(38,004.00)	\$38,004.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00

TIME EXTENSION TO CONTRACT: 45 Days

Submitted Date: 10/8/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

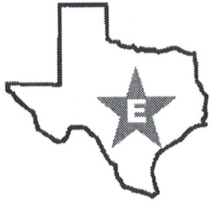
By: 
Doug Boram

Date _____

Proposal Valid for 10 Days

GENERAL CONDITIONS - CP-065

Project Manager	\$	13,248
Project Engineer	\$	8,648
Superintendent	\$	15,824
Payment & Performance Bonds	\$	632
Builder's Risk Insurance	\$	116
GL, Umbrella, Auto, PPL Insurance	\$	795
Temporary Water Distribution & Meters	\$	160
Dumpsters	\$	500
Temporary Toilets	\$	145
Site Erosion Control and Project Entrances	\$	300
Clean Trucks & Streets	\$	60
Final Clean	\$	45
Temporary Fire Protection	\$	30
IT Costs	\$	250
Project Specific Safety Signage	\$	45
Project/As Built Drawings	\$	120
Employee Identification System	\$	75
Storage Trailers	\$	42
Monthly Office Trailer Rental Cost	\$	180
Total GCs \$		41,216



EXCELL FUELING SYSTEMS

October 3, 2018

Vaughn Construction, LLC
Attn: Doug Boram
512-663-7461
Project# 233901-0037 Williamson County Fueling Facility

Proposal to supply and install DEF tank and trench liner.

- Supply and Install Petrogard VI trench liner
- Supply and Install Petrogard VI tank liner

Total \$38,004.20

Quote valid for 30 days

HUB Certification #1742662468400

P.O. Box 1675
Buda, Texas 78610
Info@excellfs.com



512-280-5230
800-393-5757
Fax 512-280-3580

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,771	\$1,896,522		\$625,467	\$21,530,926	\$21,530,926
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,926
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,926
3	OCO	0	0	\$1,706	\$0	(\$1,727)	\$21		\$0	\$0	\$21,530,926
4	OCO	0	0	\$15,994	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,926
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,926
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,926
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,926
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,926
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,926
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,926
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,926
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,926
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,926
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,926
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,926
17	OCO	0	0	\$2,450	(\$2,450)	\$0	\$0		\$0	\$0	\$21,530,926
18	OCO	0	0	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,926
19	OCO	0	0	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,926
20	OCO	0	0	\$5,784	\$0	(\$5,856)	\$72		\$0	\$0	\$21,530,926
21	OCO	0	0	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,926
22	OCO	0	0	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,926
23	OCO	0	0	\$15,825	(\$15,825)	\$0	\$0		\$0	\$0	\$21,530,926
24	OCO	0	0	\$33,487	(\$33,906)	\$0	\$419		\$0	\$0	\$21,530,926
25	OCO	0	0	\$8,854	(\$8,854)	\$0	\$0		\$0	\$0	\$21,530,926
26	OCO	0	0	(\$106)	\$0	\$106	\$0		\$0	\$0	\$21,530,926
27R	OCO	0	0	\$2,687	\$0	(\$2,687)	\$0		\$0	\$0	\$21,530,926
28	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,926
29	OCO	0	0	\$3,647	(\$3,647)	\$0	\$0		\$0	\$0	\$21,530,926
30	OCO	0	0	(\$30,000)	\$0	\$30,000	\$0		\$0	\$0	\$21,530,926
31	OCO	0	0	\$4,434	\$0	(\$4,434)	\$0		\$0	\$0	\$21,530,926
32	OCO	0	0	\$6,816	\$0	(\$6,816)	\$0		\$0	\$0	\$21,530,926
33R	OCO	0	0	(\$28,265)	\$0	\$28,265	\$0		\$0	\$0	\$21,530,926
34	OCO	0	0	\$5,273	(\$5,273)	\$0	\$0		\$0	\$0	\$21,530,926
35	OCO	0	0	(\$168,250)	\$0	\$0	\$0		\$0	(\$168,250)	\$21,362,676
36	OCO	0	0	\$1,280	(\$1,280)	\$0	\$0		\$0	\$0	\$21,362,676
37	OCO	0	0	\$1,601	(\$1,601)	\$0	\$0		\$0	\$0	\$21,362,676
38R	OCO	0	0	\$4,646	(\$4,646)	\$0	\$0		\$0	\$0	\$21,362,676
39R	OCO	15	15	\$0	\$0	\$0	\$0		\$0	\$0	\$21,362,676
40R	OCO	0	0	(\$6,292)	\$0	\$6,292	\$0		\$0	\$0	\$21,362,676
41	OCO	0	0	(\$50,311)	\$0	\$50,311	\$0		\$0	\$0	\$21,362,676
42R	OCO	0	0	(\$44,494)	\$0	\$44,494	\$0		\$0	\$0	\$21,362,676
43R	OCO	0	0	\$24,129	\$0	(\$24,129)	\$0		\$0	\$0	\$21,362,676
44R	OCO	0	0	\$4,882	\$0	(\$4,882)	\$0		\$0	\$0	\$21,362,676
45R	OCO	0	0	\$25,500	(\$25,500)	\$0	\$0		\$0	\$0	\$21,362,676
46	OCO	168	168	\$1,304,051	\$0	\$0	\$132,086	(\$135,504)	\$49,367	\$1,350,000	\$22,712,676
47	OCO	0	0	\$1,112	\$0	(\$1,126)	\$14		\$0	\$0	\$22,712,676
48	OCO	0	0	\$35,771	\$0	(\$36,181)	\$410		\$0	\$0	\$22,712,676
49	OCO	0	0	\$2,541	(\$2,573)	\$0	\$32		\$0	\$0	\$22,712,676
50	OCO	4	4	\$4,392	(\$4,392)	\$0	\$0		\$0	\$0	\$22,712,676
51	OCO	4	4	\$5,759	\$0	(\$5,759)	\$0		\$0	\$0	\$22,712,676
52	OCO	0	0	(\$2,064)	\$0	\$2,064	\$0		\$0	\$0	\$22,712,676
53	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$22,712,676
54	OCO	0	0	\$20,376	\$0	(\$20,586)	\$210		\$0	\$0	\$22,712,676
55	OCO	0	0	(\$390)	\$0	\$390	\$0		\$0	\$0	\$22,712,676
56	OCO	0	0	\$5,676	\$0	(\$5,676)	\$0		\$0	\$0	\$22,712,676
57	OCO	0	0	\$63,922	(\$9,317)	(\$54,605)	\$0		\$0	\$0	\$22,712,676



Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
58	OCO	0	0	\$24,379	\$0	(\$24,379)	\$0		\$0	\$0	\$22,712,676
59	OCO	0	0	\$2,107	\$0	(\$2,128)	\$21		\$0	\$0	\$22,712,676
60	OCO	0	0	\$1,631	\$0	(\$1,631)	\$0		\$0	\$0	\$22,712,676
61	OCO	0	0	\$48,990	\$0	(\$49,269)	\$279		\$0	\$0	\$22,712,676
62	OCO	0	0	\$19,344	(\$19,344)	\$0	\$0		\$0	\$0	\$22,712,676
63	OCO	0	0	\$6,533	\$0	(\$6,533)	\$0		\$0	\$0	\$22,712,676
64	Void	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$22,712,676
65	OCO	45	-	\$38,004	\$0	\$0	\$41,216	(\$80,526)	\$1,306	\$0	\$22,712,676
Current Amounts		246	201	\$19,912,504	\$215,450	\$47,996	\$2,073,116	(\$216,030)	\$676,140	\$22,712,676	\$22,712,676

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 62

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				\$ 18,027,145.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,362,677.00	\$ 21,362,677.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
14	06/27/17		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,362,677.00
20	12/05/17	A&E	0	\$ 5,784.00	\$ -	\$ (5,856.00)	\$ -	\$ 72.00	\$ -	\$ -	\$ 21,362,677.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
23	12/05/17	A&E	0	\$ 15,825.00	\$ (15,825.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
26	02/06/18	A&E	0	\$ (106.00)	\$ -	\$ 106.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
27	02/27/18	A&E	0	\$ 2,687.00	\$ -	\$ (2,687.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
28	PENDING REVIEW										\$ 21,362,677.00
29	02/06/18	A&E	0	\$ 3,647.00	\$ (3,647.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
30	10/24/17	Contractor		\$ (30,000.00)	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
31	10/24/17	A&E		\$ 4,434.00	\$ -	\$ (4,434.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
32	11/14/17	A&E		\$ 6,816.00		\$ (6,816.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
33	04/17/18	Owner	0	\$ (28,265.00)	\$ -	\$ 28,265.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
34	11/14/17	Contractor		\$ 5,273.00	\$ (5,273.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
35	PENDING REVIEW										\$ 21,362,677.00
36	12/05/17	A&E	0	\$ 1,280.00	\$ (1,280.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
37	12/05/17	A&E	0	\$ 1,601.00	\$ (1,601.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
38	03/27/18	A&E	0	\$ 4,646.00	\$ -	\$ (4,646.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
39	02/27/18	Contractor	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
40	02/27/18	Contractor	0	\$ (6,292.00)	\$ -	\$ 6,292.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
41	02/06/18	Owner	0	\$ (50,311.00)	\$ -	\$ 50,311.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
42	02/27/18	Contractor	0	\$ (44,494.00)	\$ -	\$ 44,494.00	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
43	02/27/18	Owner	0	\$ 24,129.00	\$ -	\$ (24,129.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
44	02/27/18	Owner	0	\$ 4,882.00	\$ -	\$ (4,882.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 62

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		
45	03/20/18	Contractor	0	\$ 25,500.00	\$ (25,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,362,677.00
46	03/27/18	Owner	163	\$ 1,485,504.00	\$ -	\$ -	\$ (135,504.00)	\$ 132,086.00	\$ 49,367.00	\$ 1,350,000.00	\$ 22,712,677.00
47	03/20/18	Owner	0	\$ 1,126.00	\$ -	\$ (1,126.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
48	03/20/18	Contractor	0	\$ 36,181.00	\$ -	\$ (36,181.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
49	PENDING REVIEW										\$ 22,712,677.00
50	04/17/18	A&E	4	\$ 4,392.00	\$ (4,392.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
51	03/20/18	Owner	4	\$ 5,759.00	\$ -	\$ (5,759.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
52	04/17/18	Owner	0	\$ (2,064.00)	\$ -	\$ 2,064.00	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
53	04/10/18	Owner	0	\$ 377,829.00	\$ -	\$ -	\$ (425,216.00)	\$ 47,387.00	\$ -	\$ -	\$ 22,712,677.00
54	06/05/18	A&E	0	\$ 20,376.00	\$ -	\$ (20,376.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
55	06/05/18	A&E	0	\$ (390.00)	\$ -	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
56	07/10/18	Owner	0	\$ 5,676.00	\$ -	\$ (5,676.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
57	07/10/18	Contractor	0	\$ 63,922.00	\$ (9,317.00)	\$ (54,605.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
58	07/10/18	Contractor	0	\$ 24,379.00	\$ -	\$ (24,379.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
59	07/10/18	Owner	0	\$ 2,107.00	\$ -	\$ (2,128.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
60	07/10/18	Owner	0	\$ 1,631.00	\$ -	\$ (1,631.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
61	07/10/18	Owner	0	\$ 49,269.00	\$ -	\$ (49,269.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
62	08/14/18	Contractor	0	\$ 19,344.00	\$ (19,344.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
63	09/04/18	Owner	0	\$ 6,533.00	\$ -	\$ (6,533.00)	\$ -	\$ -	\$ -	\$ -	\$ 22,712,677.00
64	09/11/18	Owner	206	\$ 2,220,000.00	\$ (215,450.00)	\$ (51,496.00)	\$ (935,054.00)	\$ -	\$ -	\$ -	\$ 22,712,677.00
65		Owner	45	\$ 38,004.00	\$ -	\$ -	\$ (80,526.00)	\$ 41,216.00	\$ 1,306.00	\$ -	\$ 22,712,677.00
			447	\$ 23,272,830.00	\$ 9,669.00	\$ (7,935.00)	\$ (1,140,298.00)	\$ 2,076,067.00	\$ 674,834.00	\$ 22,712,677.00	\$ 22,712,677.00

\$ (1,233,253.00)

Commissioners Court - Regular Session**18.****Meeting Date:** 10/23/2018

CR 110 Middle

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 Paloma Lake MUD No. 1 for right of way needed on the CR 110 Middle project (Parcel 1M and 1M-E). Funding Source: Road Bonds P261

Background

Fiscal Impact

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

AttachmentsPaloma Lake MUD ROE

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 10:39 AM

Started On: 10/18/2018 09:25 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
(CR 110)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Recitals:

1. The undersigned (collectively, "Grantors") are the fee simple owners of the 0.177 acre (7,671 square foot) tract of land in Williamson County, Texas, that is more fully described by metes and bounds in Exhibit "A" and the 0.443 acre (19,301 square foot) tract of land in Williamson County, Texas, that is more fully described by metes and bounds in Exhibit "B" (collectively, the "Property").

2. Williamson County, Texas (the "County") has advised Grantors that it intends to acquire the Property, through purchase under threat of condemnation or, if Grantors and the County are unable to agree on the terms of a purchase, through condemnation.

3. The County has advised Grantors that it must have possession of the Property by October 1, 2018 to initiate construction of improvements to County Road 110 within the Property (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 Property and to construct the Project Improvement prior to the County's acquisition of the Property through purchase under threat of condemnation or condemnation.

Agreement:

Therefore, Grantors and the County agree as follows:

1. Right of Entry. Upon (a)(i) full execution of this Agreement; and (ii) the County's payment to Grantors of the sum of \$1,000 (the "Deposit"); and (b) subject to the terms of this Agreement, the County and its contractors and assignees may enter onto and have possession of the Property for the purpose of surveying, conducting site review and analysis, permitting, and actual construction of the Project Improvement within the Property prior to the County's acquisition of the Property through purchase under threat of condemnation or condemnation.

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 Property, including the right to clear trees and vegetation; to fill and grade; and to construct the Project Improvement. The County must confine its work to the Property and may not use or enter any surrounding property of Grantors (the "Remainder") for access or any other purpose.

3. The County's Obligations and Agreements: Liability Insurance.

(a) The County, to the extent allowed by law will be responsible, to the exclusion of any such responsibility of Grantors, for any property damage, including environmental liability, and personal injury or death arising out of or connected to its activities in or on the Property and the Property, as determined by a court of competent jurisdiction.

(b) Prior to the initiation of any work on the Property, the County will require each of its contractors and assignees for the Project Improvement (each, a "Contractor") to obtain, and maintain in full force and effect at all times during which such Contractor is performing work on or within the Property, a policy or policies of insurance in the form, content and amounts set forth on the attached **Exhibit "C"**, which will name Grantors as additional insureds. This liability insurance will provide that it may not be canceled without at least 30 days' written notice to Grantors and a certificate of insurance, confirming the required coverage, must be provided to Grantors prior to the Contractor in question entering upon or commencing any construction activity on or within the Property.

(c) The County agrees to acquire fee title (and not an easement) to the Property.

(d) The County agrees to relocate any existing fencing that is removed or damaged as a result of the Project Improvement to the new boundary between the Property and the Remainder at the County's sole expense.

(e) The County will be responsible for maintenance of the Property, including any required mowing within the 0.443 acre tract described on **Exhibit "B"**, from and after the date of this Agreement.

4. **Reservation of Grantors' Rights.** This Agreement will not prejudice, in any way, Grantors' right to receive full and just compensation for the Property, 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 Property. The rights and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Property to the County, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, that 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.

5. **Good Faith Negotiation.** The County agrees to negotiate with Grantors in good faith with respect to the value of the Property, the damage to the Remainder and any 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 Property is to be determined, and any damages to the Remainder are to be assessed) as the date of closing on the Property 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 Property and the institution of any condemnation proceedings by the County. This Agreement will terminate upon (a) closing of any negotiated sale of the Property, or (b) 30 days after the filing of a Special Commissioners' award covering the Property 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.

8. 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.

9. 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.

10. 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.

Executed to be effective on _____, 2018.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

GRANTORS:

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

By: _____

Larry Hanrahan, Assistant Secretary
and Authorized Subcommittee Member,
Board of Directors

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018 by
Larry Hanrahan, Assistant Secretary and Authorized Subcommittee Member of Paloma Lake Municipal
Utility District No. 1, a political subdivision of the State of Texas, on behalf of said District.

(seal)

Notary Public Signature

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

By: _____

Chris Blackburn, Secretary
and Authorized Subcommittee Member,
Board of Directors

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by
Chris Blackburn, Secretary and Authorized Subcommittee Member of Paloma Lake Municipal Utility
District No. 2, a political subdivision of the State of Texas, on behalf of said District.

(seal)

Notary Public Signature

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.

(seal)

Notary Public, State of Texas

EXHIBIT A

County: Williamson
Parcel : 1M PART 6
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 1M PART 6

DESCRIPTION OF A 0.177 ACRE (7,671 SQUARE FOOT) TRACT OF LAND SITUATED IN HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 156.05 ACRE TRACT OF LAND (TRACT TWO) CONVEYED TO NORTH PALOMA LAKE DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014004361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.177 ACRE (7,671 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being an angle point in the northwest corner of Lot 2 of the Plat of Paloma Lake Section 24 subdivision recorded in Document No. 2016036756 of the official Public Records of Williamson County, Texas, same being the northeast corner of Lot 3 of said subdivision, also being an angle point in the easterly boundary line of said 156.05 acre tract;

THENCE, with the common boundary line of said Lot 2 and in part the northerly boundary line of Lot 1 of said subdivision, and said remainder of the 156.05 acre tract, N 68°36'01" E for a distance of 69.89 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181380.67, E=3153964.88 (TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 234+16.79, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 1, through the interior of said remainder of the 156.05 acre tract, the following three (3) courses:

- 1) N 21°24'44" W for a distance of 23.18 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+39.97, for a point of curvature to the left;
- 2) along said curve to the left, having a delta angle of 02°38'15", a radius of 4932.00 feet, an arc length of 227.04 feet and a chord which bears N 22°43'52" W for a distance of 227.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 236+70.15, for a point of tangency;
- 3) N 24°02'59" W for a distance of 185.69 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 238+55.83, being in the northerly boundary line of said remainder of the 156.05 acre tract, also being in the southerly boundary line of that called 6.31 acre tract of land (Exhibit C-3) as described in instrument recorded in Document No. 2013000628 of the Official Public Records of Williamson County, Texas, conveyed to Nelson Homestead Family Partnership, LTD. by instrument recorded in Document No. 9824076 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 106.64 feet;
- 4) **THENCE**, with the common boundary line of said remainder of the 156.05 acre tract and said 6.31 acre tract, N 68°04'16" E for a distance of 21.72 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found in the existing westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), being the southeasterly corner of said 6.31 acre tract, same being the northeasterly corner of said remainder of the 156.05 acre tract, for the northeasterly corner of the herein described tract;

THENCE, departing said 6.31 acre boundary line, with the easterly boundary line of said remainder of the 156.05 acre tract and said existing westerly ROW line, the following two (2) courses:

- 5) S 22°38'53" E for a distance of 435.94 feet to a calculated angle point, for the southeast corner of the herein described tract;
- 6) N 68°36'01" E for a distance of 12.59 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found being the northeast corner of said Lot 1;
- 7) THENCE, departing said existing C.R. 110 ROW line, with the common boundary line of said remainder of the 156.05 acre tract and said Lot 1, S 68°36'01" W for a distance of 4.76 feet to the POINT OF BEGINNING, containing 0.177 acres (7,671 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, 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 direct supervision.

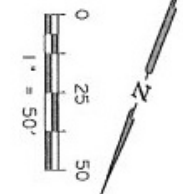
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

26 June 2017
Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



[illegible]

NUMBER	DIRECTION	DISTANCE
L1	N21°24'44"W	23.18'
L2	N68°04'16"E	21.72'
(L3)	(S17°43'50"E)	(651.59')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°38'15"	4932.00'	227.04'	227.02'	N22°43'52"W

INLAND[®]
GEODETICS, INC.
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 76681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 103591-00

PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

SCALE
1" = 50'

PROJECT
CR 110COUNTY
WILLIAMSONPARCEL IM
PART 6

S:*KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA\ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

EXHIBIT "A"

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/16
REV: 06/26/17
PAGE 4 OF 5

TXDOT TYPE	CONCRETE MONUMENT FOUND	CENTER LINE	PROPERTY LINE
* FENCE CORNER POST FOUND		()	RECORD INFORMATION
1/2" IRON ROD FOUND UNLESS NOTED		N	LINE BREAK
1/2" IRON ROD FOUND W/PLASTIC CAP		P.O.B.	DENOTES COMMON OWNERSHIP
COTTON GIN SPINDLE FOUND		P.O.R.	POINT OF BEGINNING
1/2" IRON PIPE FOUND UNLESS NOTED		N.T.S.	POINT OF REFERENCE
X X CUT FOUND		D.R.W.C.T.	NOT TO SCALE
60/0 NAIL FOUND		O.R.W.C.T.	DEED RECORDS
CALCULATED POINT		O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
1/2" IRON ROD W/ ALUMINUM CAP		P.R.W.C.T.	OFFICIAL RECORDS
STAMPED "WILCO-ROW" SET			WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)			PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00012.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 16070911-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2016, ISSUE DATE MARCH 18, 2016.

- I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2013000628, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE
- H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.
- I. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 258, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO THE BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHURCHILL TRAIL RD. STE. 103
ROUND ROCK, TX, 76661
PH (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**NORTH PALOMA LAKE
DEVELOPMENT, INC.**

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

**PARCEL 1M
PART 6**

S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA-ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/16
REV: 06/26/17
PAGE 5 OF 5

- M. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 651, PAGE 35, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT IN VOLUME 840, PAGE 699, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY INSTRUMENTS RECORDED IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS AND DOCUMENT NO(S) 2014064017 AND 2014103708, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.
- O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- P. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2015065570, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2016017144, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

Stephen Truesdale 26 June 2017

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF
**NORTH PALOMA LAKE
DEVELOPMENT, INC.**

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

PARCEL 1M
PART 6

ACQUISITION	ACRES	SQUARE FEET
0.177		7,671
CALC/DEED AREA		
REMAINING AREA		

S:\KINLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA\ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

EXHIBIT "B"

Page 1 of 4
Revised 12/02/15

EXHIBIT _____

County: Williamson
Parcel : 1M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 1M-E

DESCRIPTION OF A 0.443 ACRE (19,301 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 156.05 ACRE TRACT OF LAND (TRACT TWO) CONVEYED TO NORTH PALOMA LAKE DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014004361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.443 ACRE (19,301 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181781.17, E=3153793.04 TxsPC Zone 4203) set, 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 238+55.83 in the proposed westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), same being in the common boundary line of said 156.05 acre tract and that called 6.31 acre tract (Exhibit C-3) as described in instrument recorded in Document No. 2013000628 of the Official Public Records of Williamson County, Texas, and conveyed to Nelson Homestead Family Partnership, LTD. by instrument recorded in Document No. 9824076 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found in the existing westerly ROW line of C.R. 110 (variable width ROW), being the northeast corner of said 156.05 acre tract, same being the southeasterly corner of said 6.31 acre tract, bears S 68°04'16" W at a distance of 21.72 feet;

THENCE, departing said 6.31 acre tract, through the interior of said 156.05 acre tract, with the proposed westerly ROW line of said C.R. 110 the following three (3) courses:

- 1) **S 24°02'59" E** for a distance of **185.69** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 236+70.15, for a point of curvature to the right;
- 2) along said curve to the right, having a delta angle of **02°38'15"**, a radius of **4932.00** feet, an arc length of **227.04** feet and a chord which bears **S 22°43'52" E** for a distance of **227.02** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+39.97, for a point of tangency;
- 3) **S 21°24'44" E** for a distance of **16.39** feet to a calculated point, for the most southeasterly corner of the herein described tract;

THENCE, departing the proposed westerly ROW line of said C.R. 110, continuing through the interior of said 156.05 acre tract the following four (4) courses:

- 4) **S 68°35'16" W** for a distance of **45.00** feet to a calculated point, for the most southwesterly corner of the herein described tract;
- 5) **N 21°24'44" W** for a distance of **16.39** feet to a calculated point, for a point of curvature to the left;
- 6) along said curve to the left, having a delta angle of **02°38'15"**, a radius of **4887.00** feet, an arc length of **224.97** feet and a chord which bears **N 22°43'52" W** for a distance of **224.95** feet to a calculated point, for a point of tangency;
- 7) **N 24°02'59" W** for a distance of **187.35** feet to a calculated point, being said common boundary line of the 156.05 acre tract and the 6.31 acre tract, for the most northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 51.97 feet;

- 8) **THENCE**, with said common boundary line of the 156.05 acre tract and the 6.31 acre tract, **N 68°04'16" E** for a distance of **45.03** feet to the **POINT OF BEGINNING**, containing 0.443 acres (19,301 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

2 DEC 2015

Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



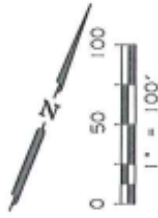
S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-E-NORTH PALOMA LAKE DEVELOPMENT, LTD. 0.443 AC. EASE TRACT

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED 12/01/15
PAGE 3 OF 4

HENRY MILLARD SURVEY
ABSTRACT No. 452



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 38' 15"	4932.00'	227.04'	227.02'	S22° 43' 52" E
C2	02° 38' 15"	4887.00'	224.97'	224.95'	N22° 43' 52" W

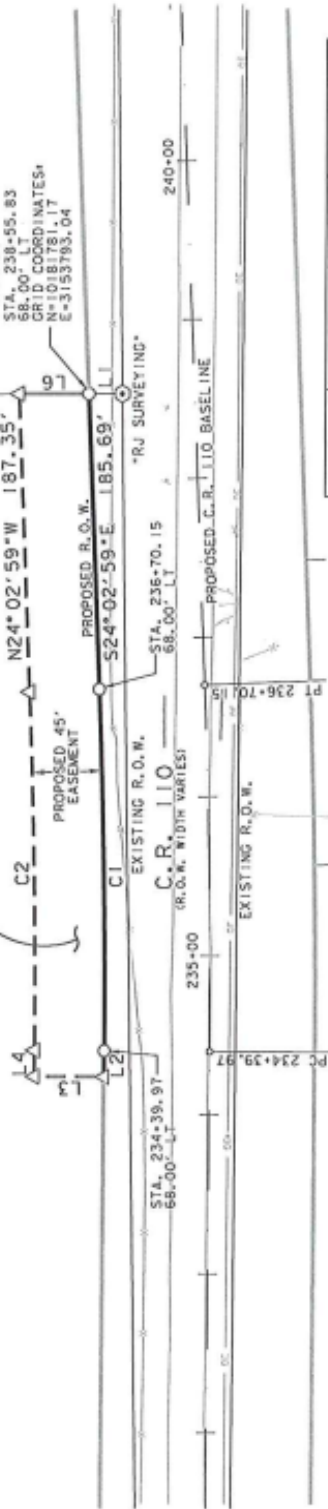
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.
DOC. NO. 9824076
O.P.R.W.C.T.
DESCRIBED IN
6.31 AC. EXHIBIT C-3
DOC. NO. 201300628
O.P.R.W.C.T.

NORTH PALOMA LAKE
DEVELOPMENT, INC.
156.05 AC. TRACT TWO
DOC. NO. 2014004361
O.P.R.W.C.T.

(IM-E)

0.443 AC. FT.
19,301 SQ. FT.

P.O.B.
STA. 230+55.83
S68° 04' 16" W
GR.D. COORDINATES:
N=10181781.17
E=3153783.04



NUMBER	DIRECTION	DISTANCE
L1	S68° 04' 16" W	21.72'
L2	S21° 24' 44" E	16.39'
L3	S68° 35' 16" W	45.00'
L4	N21° 24' 44" W	16.39'
L5	S68° 04' 16" W	51.97'
L6	N68° 04' 16" E	45.03'

PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

PARCEL IM-E

COUNTY
WILLIAMSON

PROJECT
CR 110

SCALE
1" = 100'

INLAND
GEODETICS, P.C.
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX 78681
PH (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED: 12/01/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE 1 CONCRETE MONUMENT FOUND	£	CENTER LINE
✱	FENCE CORNER POST FOUND	Ⓡ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	—/—	LINE BREAK
⊙	COTTON GIN SPINDLE FOUND	—/—	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS	OFFICIAL RECORDS
	STAMPED "WILCO-ROW" SET	WILLIAMSON COUNTY, TEXAS	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS	PLAT RECORDS
		P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.



DATE:

M. Stephen Truesdale 2 DEC 2015
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR

INLAND GEODETTICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

INLAND GEODETTICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH: (512) 238-1200, FAX: (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**NORTH PALOMA LAKE
DEVELOPMENT, INC.**

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL 1M-E

EXHIBIT “C”

Insurance Requirements

- (a) Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to Grantors' liability insurance of not less than \$500,000 for each accident, \$500,000 disease—each employee, \$500,000 disease-policy limit.
- (b) Commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, fully insuring Contractor's (or subcontractor's) liability for injury to or death, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$600,000
Each Occurrence	\$600,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Project Improvement.

- (c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
 - (1) name Grantors as an additional insureds as to all applicable coverage;
 - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantors by certified mail;
 - (3) the term “Grantors” shall include Grantors and directors, officers and consultants

thereof in their official capacities, and/or while acting on behalf of Grantors;

(4) the policy phrase “other insurance” shall not apply to Grantors where the Grantors are additional insureds on the policy; and

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an “occurrence” basis coverage trigger.

(c) Contractor must agree to the following:

(1) To waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against Grantors, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and Contractor shall have no recourse against Grantors for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by Grantors regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this Agreement may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The County shall furnish Grantors with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement.

Commissioners Court - Regular Session**19.****Meeting Date:** 10/23/2018

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 a 2013 Park Bond Budget Transfer to move \$350,617.32 to Brushy Creek Trail Phase V (P419) from Champion Park Phase 2 (P321) of \$101,781.24, Hike & Bike Trail Precinct 1 (P446) of \$98,836.08 and Park Land Acquisition (P444) of \$150,000.

Background

Over \$701,000 of expenditures have been paid (not counting legal fees) to secure the necessary right of way from Brushy Creek Trail Phase V (P419). As such, this request is to transfer the necessary funds from Park Land Acquisition (P444) to Brushy Creek Regional Trail Phase V (P419). If approved, a total of \$350,617.32 will be transferred into the project.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 10/17/2018

Reviewed By

Wendy Coco

Date

10/17/2018 04:19 PM

Started On: 10/17/2018 03:12 PM

Commissioners Court - Regular Session**20.****Meeting Date:** 10/23/2018

Tax Collection Agreement

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 31 and the County of Williamson, Texas.

Background

The two original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 31 require the County Judge to sign as well as the County Tax Assessor/Collector. The original documents are being sent via interdepartmental mail to the office of the County Judge indicating the location for his signature. All completed originals should be returned to the Tax Assessor/Collector office for further distribution.

Fiscal Impact

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

AttachmentsWC MUD No 31 2018

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 11:40 AM

Started On: 10/18/2018 11:29 AM

THE STATE OF TEXAS

§
§
§

TAX COLLECTION AGREEMENT

COUNTY OF WILLIAMSON

WHEREAS, Williamson County Municipal Utility District No. 31 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No. 31, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the {W0791253.1}

Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

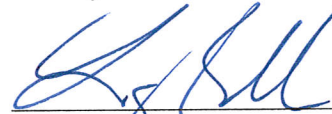
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20__.

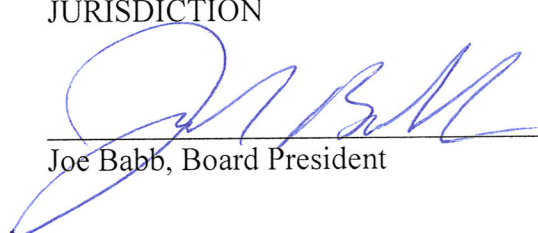
COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson

JURISDICTION



Joe Babb, Board President

**RESOLUTION AUTHORIZING AGREEMENT WITH THE COUNTY OF
WILLIAMSON FOR COLLECTION OF TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Williamson County Municipal Utility District No. 31 (the "*District*") is a political subdivision of the State of Texas, created and operating under Chapters 49 and 54 of the *Texas Water Code*; and

WHEREAS, the District desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, the County of Williamson, Texas provides ad valorem tax collection services; and

WHEREAS, the Board of Directors of the District (the "*Board*") finds it to be in the public interest to authorize a contract with the County of Williamson, Texas for collection of ad valorem taxes;

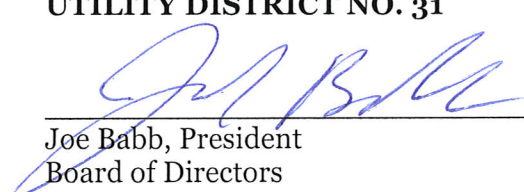
NOW, THEREFORE, IT IS RESOLVED BY THE BOARD THAT:

The President or Vice President of the Board is hereby authorized and directed to enter into a contract on behalf of the District with the County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.


The foregoing resolution was moved and seconded and finally adopted by a majority vote at a regular meeting of the Board held on the 31st day of July, 2018.



**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 31**



Joe Babb, President
Board of Directors

ATTEST:


Matt Spurlock, Secretary
Board of Directors

Commissioners Court - Regular Session**21.****Meeting Date:** 10/23/2018

Tax Collection Agreement

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 32 and the County of Williamson, Texas.

Background

The two original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 32 require the County Judge to sign as well as the County Tax Assessor/Collector. The original documents are being sent via interdepartmental mail to the office of the County Judge indicating the location for his signature. All completed originals should be returned to the Tax Assessor/Collector office for further distribution.

Fiscal Impact

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

AttachmentsWC MUD No. 32 2018

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 11:40 AM

Started On: 10/18/2018 11:34 AM

THE STATE OF TEXAS

§
§
§

TAX COLLECTION AGREEMENT

COUNTY OF WILLIAMSON

WHEREAS, Williamson County Municipal Utility District No. 32 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No. 32, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective

the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20____.

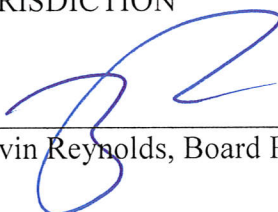
COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson

JURISDICTION



Kevin Reynolds, Board President

**RESOLUTION AUTHORIZING AGREEMENT WITH THE COUNTY OF
WILLIAMSON FOR COLLECTION OF TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Williamson County Municipal Utility District No. 32 (the "*District*") is a political subdivision of the State of Texas, created and operating under Chapters 49 and 54 of the *Texas Water Code*; and

WHEREAS, the District desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, the County of Williamson, Texas provides ad valorem tax collection services; and

WHEREAS, the Board of Directors of the District (the "*Board*") finds it to be in the public interest to authorize a contract with the County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD THAT:

The President or Vice President of the Board is hereby authorized and directed to enter into a contract on behalf of the District with the County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

The foregoing resolution was moved and seconded and finally adopted by a majority vote at a regular meeting of the Board held on the 31st day of July, 2018.

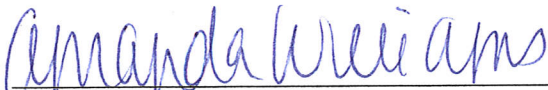


**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32**



Kevin Reynolds, President
Board of Directors

ATTEST:



Amanda Williams, Secretary
Board of Directors

Commissioners Court - Regular Session**22.****Meeting Date:** 10/23/2018

Discuss, consider, take appropriate action on a Line Item Transfer for Emergency Communications

Submitted For: Scott Parker**Submitted By:** Melissa Pogue, Emergency Communications**Department:** Emergency Communications**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, take appropriate action on a Line Item Transfer for Emergency Communications

Background

This request is supporting the addition of Trainers and Quality Assurance personnel through the use of established stipends. The need or the addition of these stipends was identified as a specific need in the Operational Assessment Report completed by Mission Critical Partners and presented to Commissioners Court in August of this year. The funding for this project is included in the Contingency Funds (04998) included in the Emergency Communications budget for this year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004998	911 Comm/Contingency Funds	37,964.16
To	0100.0581.001113	911 Comm/FTO	31,200.00
To	0100-0581-002010	911 Comm/FICA	2,386.80
To	0100-0581-002020	911 Comm/Retirement	\$4,377.36

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Melissa Pogue

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

10/18/2018 11:08 AM

10/18/2018 11:46 AM

Started On: 10/18/2018 10:49 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 10/23/2018

Commissoiners Court Holiday Schedule

Submitted By: Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action concerning the Commissioners Court holiday schedule for November, December and January.

Background

November - Thanksgiving Holiday - Thursday 11/22 and Friday 11/23 - County Holidays

December - Christmas Holiday - Monday 12/24, Tuesday 12/25 and Wednesday 12/26 - County Holidays

January - New Year Holiday - Tuesday 1/1 - County Holiday

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Wendy Coco

Final Approval Date: 10/17/2018

Reviewed By

Wendy Coco

Date

10/17/2018 01:57 PM

Started On: 10/17/2018 11:27 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 10/23/2018

Admendment to Veterinarian Contract

Submitted For: Cheryl Schneider**Submitted By:** Cheryl Schneider, Animal Services**Department:** Animal Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to a Professional Services Agreement between Williamson County and Melanie Thevis, D.V.M. relating to veterinarian services for the Williamson County Regional Animal Shelter.

Background

This amendment increases the original 2015 fee of \$400 to \$500 per surgical day. A surgical day consists of at least 35 animal operations. Each additional animal over the minimum of 35 animal operations will be billed at \$15 per additional animal operation.

Fiscal Impact

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

AttachmentsAdmen to Vet Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Cheryl Schneider

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 08:56 AM

Started On: 10/17/2018 10:31 AM

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

THIS FIRST AMENDMENT ("First Amendment") is an amendment to that certain Professional Services Agreement, dated effective August 6, 2015 ("Agreement"), is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Melanie Thevis, D.V.M. (the "Vet"), being collectively referred to herein as the "Parties".

RECITALS

WHEREAS, pursuant to the terms of the Agreement, County retained Vet and Vet agreed to perform professional veterinary services at the Williamson Count Regional Animal Shelter ("Shelter");

WHEREAS, the Parties now desire to amend the Agreement to provide for an increase to the fee amount, which was originally set in 2015;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the Parties hereby contract and agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1.01 Section IV., Fees and Funding, Paragraph A. Fee for the Initial Term shall be amended as follows:

A. Fee for Services. A fixed fee of Five Hundred and No/100 Dollars (\$500.00) per surgical day will be paid to the Vet for a minimum of thirty-five (35) animals per surgical day. If the minimum number of animals cannot be scheduled, surgery will be cancelled by the Shelter with no less than 72 hours' notice. If the number of animals scheduled for a surgical day exceeds thirty-five (35), the County shall pay Vet an additional fee of Fifteen and No/100 Dollars (\$15.00) for each animal that exceeds the said minimum thirty-five (35) animals per surgical day.

**ARTICLE II
MISCELLANEOUS**

2.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement and any prior amendments are hereby ratified and confirmed.

2.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority have caused this First Amendment to be duly executed to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

As: Presiding Officer of the Williamson County Commissioners Court

Date: _____, 20____

VET

By: Melanie Thevis DVM
Melanie Thevis, D.V.M

Date: October 17, 2018

Commissioners Court - Regular Session**25.****Meeting Date:** 10/23/2018

POWERDMS, Inc.

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action exempting PowerDMS, INC from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code 262.024(a)(7), as the exclusive provider for an accreditation management software subscription recognized by CALEA (Commission on Accreditation for Law Enforcement Agencies) and approving an agreement between PowerDMS, INC and Williamson County by authorizing the execution of the agreement.

Background

The attached documents are provided at the request of Williamson County to adequately address the county's compliance with the Texas County Purchasing Act (Tex. Gov't Code Ch. 262). Per Williamson County's existing contract approved in Court on 3/20/18, CALEA exclusively uses PowerDMS for accreditation management (see attached CALEA contract, page 5, section 18). PowerDMS, INC. overview introduction and justification letter, subscription quote for software and licenses for a total of \$10,936.94, and service agreement are attached. CALEA contract is also attached for reference. The funding source for the purchase will be 0100.0560.004100 Professional Services.

Fiscal Impact

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

Attachments[CALEA Contract](#)[POWERDMS, INC. Subscription Quote](#)[POWERDMS, INC. Service Agreement](#)[POWERDMS, INC. Introduction and Justification Overview](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Brenda Fuller
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/18/2018 10:58 AM
10/18/2018 11:08 AM
Started On: 10/12/2018 10:54 AM

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT
ACCREDITATION AGREEMENT**

This Agreement is entered into between the Williamson County Sheriff's Office with principal offices at 508 S. Rock Street, Georgetown, TX 78626 telephone number 512-943-1300 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

- 2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
- 3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

CALEA will not accept this agreement if it is not executed by June 30, 2018.

November 2016

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

Williamson County Sheriff's Office

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Accreditation Payment Option

Our agency elects Single installment(s) accreditation payment option. The amount of \$16125 is herein remitted to CALEA. Purchase Order, TBD is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$5000 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

Williamson County Sheriff's Office

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

Williamson County Sheriff's Office

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS:

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS:

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION:

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

19. CONFIDENTIALITY:

19.1 The Commission shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. The Commission shall not disclose, distribute, or release to any person or organization contents thereof, either provided by the Agency or developed by the Commission in the furtherance of its responsibilities under this Agreement.

Exceptions to this confidentiality clause include valid court orders issued by any federal or state court directing the release of such information. Additionally, the Commission shall be authorized by the agency to conduct an open meeting regarding the Agency's candidacy for accreditation, or, its continued compliance with applicable standards. This shall include but not be limited to all factual matters relating to the assessment of the agency for accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation.

Requests to waive the open meeting exclusion must be made by the Agency in writing and define the specific content or information held by the Commission that shall not be disclosed.

Notwithstanding specific instructions of the Agency, any agent or employee of the Commission shall be authorized to receive information, either provided by the Agency or developed by the Commission in furtherance of its responsibilities under the agreement.

SPECIAL PROVISIONS

The parties acknowledge and expressly agree that these special provisions replace and preempt any provisions in this Agreement in conflict with the following special provisions.

In compliance to the Texas Constitution, art. III, Section 52 in contracting with local government entities, the following special provisions are hereby incorporated into the Publications Subscription and Access Agreement and Accreditation Agreement:

- (a) Removes all indemnification or "limitation of liability" provisions.
- (b) Adds: 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. With the exception of annual administrative fees and software licensing, in the event of termination, The Williamson County Sheriff's Office will only be liable for its pro rata share of services rendered and goods actually received.
- (c) Adds: 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 agreement; (2) the date the performance of the service under the agreement 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.
- (d) Reimbursements: CALEA Travel Policy, which is incorporated herein as if copied in full, with the exception of the following terms:
 - Williamson County will not approve \$65 per day for meals
 - Williamson County will approve the \$50 per diem max per day, no receipts required
 - CALEA shall provide receipts/back-up documentation for reimbursement of all travel expenses (except meals as defined above)
- (e) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- (f) Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (g) CALEA agrees to provide licensee any books, documents, papers and records that it has retained specifically related to this agreement with the Williamson County Sheriff's Office, for a period of up to three years following the final payments received. This action is in support of the licensee's intent to make audits, examinations, excerpts, and transcripts.

Williamson County Sheriff's Office



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Williamson County Sheriff's Office, located at 508 S. Rock Street, Georgetown, TX 78626 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies; and
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

- (a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

☒ **CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

☐ **Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

☐ **Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

☐ **Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- (b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. **NOTE:** This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

Williamson County Sheriff's Office

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

IX. Licensee Performance Obligations

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Williamson County Sheriff's Office

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Williamson County Sheriff's Office

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

SPECIAL PROVISIONS

The parties acknowledge and expressly agree that these special provisions replace and preempt any provisions in this Agreement in conflict with the following special provisions.

In compliance to the Texas Constitution, art. III, Section 52 in contracting with local government entities, the following special provisions are hereby incorporated into the Publications Subscription and Access Agreement:

- (a) **Removes** all indemnification or "limitation of liability" provisions.
- (b) **Adds: 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. With the exception of annual administrative fees and software licensing, in the event of termination, The Williamson County Sheriff's Office will only be liable for its pro rata share of services rendered and goods actually received.
- (c) **Adds: 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 agreement; (2) the date the performance of the service under the agreement 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.
- (d) **Reimbursements:** CALEA Travel Policy, which is incorporated herein as if copied in full, with the exception of the following terms:
 - Williamson County will not approve \$65 per day for meals
 - Williamson County will approve the \$50 per diem max per day, no receipts required
 - CALEA shall provide receipts/back-up documentation for reimbursement of all travel expenses (except meals as defined above)

Williamson County Sheriff's Office

- (e) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- (f) Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (g) CALEA agrees to provide licensee any books, documents, papers and records that it has retained specifically related to this agreement with the Williamson County Sheriff's Office, for a period of up to three years following the final payments received. This action is in support of the licensee's intent to make audits, examinations, excerpts, and transcripts.

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: _____

Name: Robert Chody

Title: Sheriff

Date: _____

CALEA®

Signature: W. Craig Hartley, Jr.

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: MAR 06 2018

CALEA has caused this Agreement to be executed on MAR 06 2018.

Adm Lic 04/2015

Williamson County Sheriff's Office

Addendum A

PowerDMS/CALEA Assessment Tools Terms and Conditions

Thank you for enrolling in our PowerDMS/CALEA Assessment tool (the "Service") utilizing our PowerDMS document management software application (collectively, "Software"), through our access-controlled website (the "Site"). These Terms and Conditions (the "Terms") govern your subscription for the Service (the "Subscription") and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a "User"), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the "Subscription Period") to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) "frame" or "mirror" the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

Williamson County Sheriff's Office

You will not submit, or permit any User to submit, to the Service any data, information or material ("**Customer Data**") that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

"Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

Williamson County Sheriff's Office

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations.

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

Williamson County Sheriff's Office

9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

To the extent authorized under Texas Law, these Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.



LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: Williamson County Sheriff's Office

Street Address: 508 S. Rock Street

P.O. Box No: _____

P.O. Box Zip/Postal Code 78626

City: Georgetown

State/Province: TX

Zip/Postal Code: 78626

Agency Telephone: 512-943-1300

Agency Fax: 512-943-1444

Special Shipping Instructions: _____

Agency's Chief Executive Officer

Name: Robert Chody

Title: Sheriff

Telephone: 512-943-1300

E-mail: rchody@wilco.org

Agency's Accreditation Contact

Name: Rebecca Rodriguez

Title: Administrative Services Manager

Telephone: 52-943-5261

E-mail: rebecca.rodriguez@wilco.org

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: _____

By: _____
Signature

Robert Chody

Typed Name

Sheriff

Title

Commissioners Court - Regular Session

75.

Meeting Date: 03/20/2018

CALEA Accreditation and Publications Subscription and Access Agreements

Submitted For: Randy Barker

Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda: Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation Agreement and associated CALEA Publications Subscription and Access Agreement for a single payment amount of \$16125 to cover Williamson County Sheriff's Office assessment and compliance to applicable standards in order to receive designation as accredited.

Background

The Accreditation Agreement purpose is to conduct an on-site assessment of Williamson County's compliance with applicable standards and receive the designation as accredited. The Publications Subscription and Access Agreement allows Williamson County access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose. These were approved in the FY18 budget under line 0100.0560.4100.

Fiscal Impact

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

Attachments

CALEA Accreditation Agreement

CALEA Publications Subscription and Access Agreement

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 03/14/2018

Reviewed By

Randy Barker

Rebecca Clemons

Date

03/13/2018 03:31 PM

03/14/2018 09:36 AM

Started On: 03/13/2018 09:00 AM

Subscription Quote

Contract Details		Order Details	
Account Number: A-3330		Order #: Q-46023	
Customer: Williamson County Sheriff's Office (TX)		Order Date:	
Sales Rep: Bryan Giguere		Valid Until:	
		Initial Term: 12	
Customer Contact			
Billing Contact:	Williamson County Sheriff's Office (TX)		Billing Contact Email: rebecca.rodriquez@wilco.org
	Rebecca Rodriguez		Phone:
Address:	508 S. Rock Street		Fax:
	Georgetown, TX 78626		
Payment Terms			
Payment Term:	Net 30	Notes:	PowerDMS suite
PO Number:			
Subscription Service			

Item	Type	Qty	Total
PowerDMS Pro Base	Recurring	1	\$4,000.00
Capture signatures to ensure acknowledgment of crucial content, and generate reports based on user activity. Create workflows to simplify content updates and approvals. View content changes side-by-side. TEST module included			
PowerDMS Pro License	Recurring	575	\$6,186.94
Per user license for PowerDMS Pro			
SSO Service 501-1000	Recurring	1	\$750.00
Single Sign on Service 501-1000 Users			
TOTAL:			\$10,936.94

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Williamson County Sheriff's Office (TX)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL

POWERDMS, INC.
SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into by and between **POWERDMS, INC. ("Vendor")** and **Williamson County (TX) ("Customer")**. The term **("Term")** of this Agreement shall begin on the date on which both parties have executed it **("Effective Date")**.

Recitals

WHEREAS, Vendor provides services **("Vendor Services")** using Vendor's software **("Vendor Software")** and access-controlled website **("Vendor Site")** which Customer desires to use for the management of Customer's documents, records and data (collectively, **"Customer Content"**); and

WHEREAS, Customer desires to obtain a subscription **("Customer Subscription")** for certain Vendor Services in accordance with the provisions of (a) this Agreement and (b) one or more quotation sheets (each a **"Quotation Sheet"**) entered into by and between the parties, each of which shall specify the Vendor Services included in each Customer Subscription **("Subscription Services")**, the term of the Customer Subscription (each a **"Subscription Term"**) and the fees applicable to the Customer Subscription **("Subscription Fees")**.

NOW, THEREFORE, in consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Use of Subscription Services.

a) Subject to the terms and conditions of this Agreement, Vendor grants Customer and Customer's designated users **("Users")** the nonexclusive right to use the Subscription Services during the Subscription Term.

b) Neither Customer nor any User will (i) modify, translate, or create derivative works of the Vendor Services, Vendor Software or Vendor Site (collectively, **"Vendor Technology"**); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Vendor Software's source code or any other technology used by Vendor to provide the Vendor Service; (iii) sublicense, resell or distribute any Vendor Technology in any manner or form; (iv) share login credentials for the Subscription Services with other parties; (v) "frame" or "mirror" the Vendor Services or Vendor Site; or (vi) use or permit any User to use the Vendor Technology from any location outside of the United States.

c) Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords and for all activities that occur under Customer's User accounts.

Customer agrees to notify Vendor immediately of any unauthorized use of any username or password or account or other known or suspected breach of security.

d) Customer will have sole responsibility, and Vendor assumes no responsibility, for the Customer Content. Without limiting the foregoing, Customer will not submit, or permit any of its Users to submit, to the Vendor Services any Customer Content or other materials (collectively "**Restricted Materials**") that are

- Illegal or illegally created or obtained;
- false or misleading ;
- defamatory;
- indecent or obscene;
- threatening;
- infringing of any third party rights;
- invasive of personal privacy;
- subject to mandatory public disclosure by Vendor except in accordance with Customer's written instructions to Vendor;
- protected by the Health Insurance Portability Accountability Act (HIPAA);
- Restricted Data, as that term is defined in Title 28, Part 20, Code of Federal Regulations; or
- Personally Identifiable Information (PII), other than the PII respecting each User required for such User to be able to log into and utilize the Subscription Services.

e) Customer and Vendor shall comply with all applicable laws in connection with the Vendor Services.

f) Vendor may, from time to time, adopt and update rules for permitted and appropriate use of the Vendor Services. Upon delivery to Customer, or publication on the Vendor Site, of any such rules or updates, any further use of the Subscription Services by Customer and Customer's Users shall be subject to such rules.

g) Vendor reserves the right, in addition to any other remedies available to it, to suspend any User account or User activity if Vendor believes such account or activity (i) is the source of disruption of the Vendor Services or harm to the systems or infrastructure of Vendor or any third party, (ii) is being used to conduct illegal activity or activity that could potentially expose Vendor to legal liability, or (iii) has been used to submit Restricted Materials to the Vendor Services, or (iv) otherwise violates the terms and conditions set forth in this Agreement or any rules adopted by Vendor with respect to the use of the Vendor Services.

h) The Vendor Services are subject to modification from time to time at Vendor's sole discretion; provided that any such modification will not degrade the functionality of the Subscription Services in any material manner, except as required by applicable law. Vendor will use reasonable efforts to give Customer prior written notice of any material modification.

2. Fees.

a) Subscription Fees for each Customer Subscription shall be payable in the amounts and upon the terms specified in the Quotation Sheet. Vendor reserves the right to adjust Subscription Fees upon the expiration of any Subscription Term, with any such adjustment to be reflected in the Quotation Sheet issued by Vendor to Customer with respect to the following Subscription Term. Except as expressly provided in this Agreement, Subscription Fees are nonrefundable.

b) 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.

c) Vendor agrees that Customer 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits.

3. Customer Content.

a) As between Customer and Vendor, all Customer Content submitted to the Vendor Services by Customer or by Customer's Users will remain the sole property of Customer or such Users. Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Content to the extent reasonably necessary (i) to provide, maintain and improve the Vendor Services and (ii) to confirm compliance with the terms of this Agreement.

b) During the Term of this Agreement, Customer may extract Customer Content at any time through the Subscription Services. For a period of ninety (90) days after the end of the Term, Customer Content will be furnished to Customer upon written request. Thereafter, Vendor shall have no further obligation to retain any Customer Content.

c) Except as authorized by Customer (in this Agreement or otherwise) or required under applicable law, Vendor shall not disclose any Customer Content to anyone other than Vendor's employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform Vendor's obligations hereunder. The confidentiality obligations set forth in this paragraph (i) will survive for one (1) year after the termination or expiration of this Agreement, and (ii) do not apply to Customer Content which is (A) already in the possession of Vendor and not subject to a confidentiality obligation to Customer; (B) independently developed by Vendor; (C) publicly disclosed through no fault of Vendor; or (D) rightfully received by Vendor from a third party that is not under any obligation to keep such information confidential.

4. Ownership of Vendor Technology. Vendor retains all rights in the Vendor Technology, including, without limitation, any intellectual property developed by Vendor during the course of its performance of any services for Customer. Except as expressly provided in this Agreement, no license or other right is granted to Customer or its Users in the Vendor Technology. The Vendor name, the Vendor logo, and the product names associated with the Vendor Technology are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

5. Indemnification.

a) Vendor will defend, indemnify, and hold Customer (and its Users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Subscription Services. In case of such a claim, Vendor may, in its sole discretion and at its sole cost, procure a license that will protect Customer against such claim, replace the Subscription Services with a comparable non-infringing service, or terminate the Subscription Service without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable Subscription Fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of any Vendor Technology by Customer or any User, (ii) combination by Customer or any User of any Vendor Technology with any third party technology, (iii) continued use of any Vendor Technology by Customer or any User more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) used by Customer or any User of any Vendor Technology in breach of this Agreement.

b) Except to the extent prohibited by Texas law, Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from and against all Losses incurred in connection with Customer's breach of Section 1 (Use of Site and Services).

c) In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified (“**Indemnatee**”) will provide the indemnifying party (“**Indemnitor**”) reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnatee, unless the settlement includes an admission of wrongdoing, fault or liability.

6. Disclaimers and Limitations.

a) THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE VENDOR TECHNOLOGY IS PROVIDED TO CUSTOMER ON AN “AS IS” AND “AS AVAILABLE” BASIS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SUBSCRIPTION SERVICES ARE SUITABLE FOR CUSTOMER’S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE VENDOR TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR MAKES NO WARRANTY THAT THE VENDOR TECHNOLOGY COMPLIES WITH THE LAWS OF ANY JURISDICTION OUTSIDE THE UNITED STATES.

b) Except with regard to liability for the indemnity obligations under Section 5 (Indemnification) or Customer’s breach of Section 1 (Use of Site and Services), in no event will either party’s aggregate liability exceed the Subscription Fees required to be paid by the Customer to Vendor during the twelve (12) month period ending on the date on which the relevant claim is submitted. In no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage). The foregoing limitations shall not apply to the extent that they are prohibited by Texas law.

c) If the Subscription Services are impacted by any incident resulting in data loss, Vendor will take commercially reasonable steps to restore the Customer Content from the most recent existing, unaffected backup available. Vendor makes no representations or warranties regarding its ability to recover any Customer Content lost, and Customer acknowledges that it is responsible for conducting its own regular backups of Customer Content through the Subscription Services.

d) Third party services or content might be accessible through the Vendor Services. Vendor is not responsible for, and makes no warranty respecting, any such services or content.

e) 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.

7. Term and Termination

a) The Term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date or, if later, after the Subscription Terms for all Customer Subscriptions have expired.

b) The Subscription Term of each Customer Subscription shall be as set forth in the Quotation Sheet for the Subscription. A Quotation Sheet issued by Vendor to Customer shall be deemed to be effective if Customer (i) executes and returns it to Vendor or (ii) remits payment to Vendor of the Subscription Fees specified in it.

c) Either party may terminate this Agreement and any Quotation Sheet at any time in the event that the other party (i) breaches any material term of this Agreement or such Quotation Sheet and fails to cure such breach within thirty (30) days after written notice thereof; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or is wound up or liquidated, voluntarily or otherwise. In addition, after the first year of its Term, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination under this section, the fees payable by Customer will hereunder will be limited to the pro rata portion related to the services rendered prior to termination.

d) Upon termination of this Agreement for any reason, Customer and Users shall cease all use of Vendor Services and, except as provided in Section 8 (Survival of Provisions), all rights and obligations of the parties hereunder, apart from Customer's accrued financial obligations, shall automatically cease. Notwithstanding the foregoing, termination shall not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination.

8. Survival of Provisions. The following Sections, and all defined terms used therein, shall survive termination: all definitions, 1(b)-(e) (Use of Subscription Services), 3 (Customer Content), 4 (Ownership of Vendor Technology), 5 (Indemnification), 6 (Disclaimers and Limitations), 7 (Term and Termination), 8 (Survival of Provisions), 9 (Notice), and 10 (Miscellaneous).

9. Notice. Vendor may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 72 hours after mailing (if sent by first class mail) or sending by courier or 24 hours after sending (if sent by email), or, if earlier, when actually received. Customer may give notice to Vendor by email to

accounting@powerdms.com. A party may, by giving notice, change its applicable address, email, or other contact information.

10. Miscellaneous

a) Choice of Law; Mediation. This Agreement will be interpreted in accordance with the laws of the State of Texas and applicable federal law, without regard to conflict of laws principles. Venue shall be Williamson County, Texas. To the extent that a claim or dispute arises out of, or in relation to, the terms, construction, interpretation, performance, termination, breach, or enforceability of this Agreement, the parties hereby agree that they shall attempt to settle the claim or dispute through mediation. The parties agree that they shall cooperate in good faith in selecting and retaining a qualified mediator. The parties further agree that the costs of the mediation shall be divided equally between them.

b) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

c) No Agency. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of any Vendor Services.

d) No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

e) Force Majeure. If the performance of this Agreement by either party (other than the payment of Subscription Fees by Customer) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

f) Authority. Each of the undersigned represents and warrants that he or she has full legal authority to bind the party for which he or she purports to execute this Agreement by signing below.

g) Assignment. This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

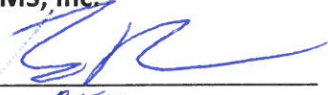
h) **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

i) **Entire Agreement.** This Agreement and any Quotation Sheets in effect between the parties comprise, together, the entire agreement between Customer and Vendor and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment or modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party. This Agreement supersedes, and shall not be modified or amended by, any standard terms and conditions contained or referenced in any Quotation Sheet, purchase order or other communication between Vendor and Customer.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective on the date on which both parties have signed it.

VENDOR

PowerDMS, Inc.

By: 
Title: CFO
Date: 10-9-18

CUSTOMER

Williamson County (TX)

By: _____
Title: _____
Date: _____

PowerDMS Overview

PowerDMS DOCUMENT, TRAINING, CERTIFICATE, TEST, and SURVEY features provide a complete solution for the electronic maintenance and administration of written directives, personnel policies, interoffice memorandums and any other documents for which employees must be accountable. PowerDMS is often replacing a paper and physical policy and procedure book environment that are typically supported through a shared network drive within an organization.

Organization Administrators can manage all policies and other critical documents, track the revisions of the documents and control the version that is view by application users. PowerDMS enables customers to bridge all of their crucial content into a single application, and the supporting content can be delivered in its native format. The architecture of PowerDMS allows organizations to intelligently map content to both personnel and any regulatory body that may exist in the work environment.

PowerDMS Administrators can also utilize a report module to build reports on signature information based on a wide variety of search criteria. All reports can be exported into MS office products. Additionally, a master administrator may maintain sub-administrator accounts for those who work in set areas of policy, training, test and employee information maintenance to allow for additional functional autonomy.

PowerDMS' production and disaster recovery systems are maintained in secured SAS-70 type II and SOC 2 certified data centers in the United States with redundancy on all critical support elements (i.e. data, power, environmental controls, and fire suppression). These Tier I and Tier II data centers have 24/7 security. Customer data is backed up in secure systems both on-site and off-site. Data while at rest, as well as in transmission to and from our off-site storage facilities is encrypted with 256-bit encryption. In addition, the PowerDMS.com application gives you the ability to back up your data yourself to you own on site servers—right from the application. PowerDMS has achieved the CJIS level of Security, (Criminal Justice Information System, managed by the FBI) which is recognized as the highest level of Data Security in the industry as it relates to data protection.

Upon purchase of PowerDMS, we deliver an implementation package that is specific to the needs of your organization. Our implementation team will work hand in hand with the customer to ensure a successful and timely launch of the application. PowerDMS will train your organization how to use PowerDMS start to finish in all verticals. Additional training can be purchased for future training in any vertical. Note: All system help features are electronic. Online help options includes, but are not limited to Show me how, Quick Sheets, Diagrams/flow graphs and Screen Shots, Video tutorials, Webinars, Basic and Advanced search function for key word/phrase searching.

All of the available self-paced resources work together with our Customer Support Call Center and after hours Emergency Support to ensure that the customer has every opportunity to achieve the best results and optimize the PowerDMS experience.

Our Customer Support Call Center is available to provide standard Helpdesk support (phone and email) between the hours of 8:00 am – 6:00 pm EST Monday through Friday, excluding public holidays. Services

include Level I how-to assistance with the application as well as Level II application break/fix assistance. Customer Care will respond to support any need or emergency that you may have. After hours and holiday emergency assistance is also available from our Customer Support Team. Support cases can be reported via phone or by email to our Customer Care Desk. Each call will be assigned a priority level and case number for tracking. All end users can call the help desk though some questions will be referred back to system administrator.

PowerDMS creates Operational Excellence within the organization.

Document allows employees instant access to written directives from any web browser. When an employee reads a new or revised policy/procedure, they are prompted for their user name and password to create their electronic "signature" which is then stored in the database. Each user(s) has their own unique user ID or PW (or they use AD authentication) and anytime a user accesses a document the event log will record that event. When the users signs off on a document the system creates an electronic signature that gives a time and date stamp down to the second of when they signed the document. Electronic signatures are kept on all documents including archived versions of all documents. Employees will also have access to the organization's policies/procedures in a searchable database and will be able to do a full text search of any document maintained within the system.

PowerDMS uses SOLR search technology for its Intelligent searching/search box. Type a word, tag or part of a word/document/numerical code and the intelligent search box drops down with possible choices (documents, policies and procedures, memo's and more to choose from). Key word search will search the body of the document as well as the document type and subject for that keyword. You have the ability to search by document name, document type, subject type or tag. Document also allows your agency to distribute embedded images or video files to all employees at any time.

Employees' who are assigned documents for signature, can be notified via email notification (Alerts feature).

Document "marries" the following documents to a SQL database: HTML, Word, PowerPoint, Excel, Word Perfect, and PDF. In most cases, existing documents formats can be easily converted to work with PowerDMS Document feature. PowerDMS contains a hyperlinking and tagging system that allows customers to specifically tie content together by 'tagging' them with key terms they may use in the course of day to day business. Additionally, you can utilize the hyperlink to not only guide a user to a different document within the application but also to a different location outside of the application.

PowerDMS has an event log that tracks all activity within the PowerDMS site. Only your own Site Administrators have access to that information.

Accepted document file formats include Microsoft Word (.doc, .docx), Word Perfect (.wpd), Word Document Template (.dot), Portable Document Format (.pdf), Microsoft Excel (.xls, .xlsx), PowerPoint (.ppt, .pptx, .pps), and simple web pages (.html, .htm),(.flv) format for your video files. Windows Media Video (.wmv), Audio Video Interleave (.avi), Moving Picture Experts Group (.mpg),

.mpeg, .mp4), and QuickTime (.mov) files are also accepted, but may not play as well as an .flv file.(.png), Bitmap (.bmp), JPEG (.jpg, .jpeg), and Graphics Interchange Format (.gif).

TEST allows policy managers to create on-line tests and link/attach them to documents to demonstrate a higher level of proficiency or comprehension if you so choose. The test is displayed through the clients' web browser and can be viewed in a single question or page view format. If a test is linked to a document, users are given the opportunity to take the test before their "signature" can be applied to the document. The electronic signature is not written to the database until the user takes and passes the linked test. Each test is automatically graded and saved in the database for future review by administrators and participants if allowed. Tests can be given in several formats to include randomization of the questions and answers.

SURVEY allows you to quickly publish and distribute surveys to your employees and receive feedback in a statistical graph. Survey functions similar to Test, however Surveys can be assigned as anonymous responses, which often yield better participation.

CERTIFICATE and COURSE allows administrators to track certifications and professional credentials, track the on-going total amount of employee training hours and manage/automate the renewal cycles of your certifications and professional credentials. The PowerDMS application provides a great platform to deliver online training to employees with minimal disruptions to staffing and work place interruptions. This self-paced learning tool can help to ensure that all employees are well trained and proficient in their primary areas of responsibility.

The members of any professional organization, fulltime, part-time, and volunteer, cumulatively receive thousands of hours of training each year. This includes training about administrative policy, operational procedures, and state, federal and local laws. The employees of an organization must have good knowledge and understanding of policy, procedure and law, and they must be able to perform with a clear understanding of the proper application of these principles. Supervisors must be able to determine the status of training qualifications for each member of their work unit; they must also be able to plan strategically to secure and deliver the best training and certification(s) available for each member of their organizational component, while maintaining fiscal responsibility and the continuous delivery of services to the public.

PowerDMS offers a great platform in a comprehensive package to meet the needs of your organization. PowerDMS is large enough to meet the market demands, yet small enough to still be personal with our customers.

Commissioners Court - Regular Session**26.****Meeting Date:** 10/23/2018

13RFP00101 renewal 4 with DM Medical Billings, LLC

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the extension of Billing Services contract #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2018 – November 16, 2019, with DM Medical Billings, LLC.

Background

This is the fourth (4th) extension of five (5) possible, one (1) year renewal options. The EMS department submitted a Vendor Performance Report for this vendor stating they exceeded all contract requirements and requested renewal. This contract requirement is in the FY19 budget under Collection Fees and Funding line item number 01.0100.0540.004101.

Fiscal Impact

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

Attachments13RFP00101 renewal 4 with DM Medical Billings, LLC

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2018

Reviewed By

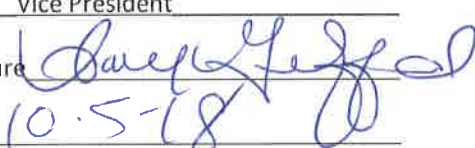
Randy Barker
Wendy Coco

Date

10/17/2018 04:09 PM
10/17/2018 04:19 PM
Started On: 10/15/2018 02:53 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	Department:	EMS
Vendor Name:	DM Medical Billings, LLC		
Vendor Address:	88 S. Lakeview Drive, Building 2, Gibbsboro, NJ 08026		
Purpose/Intended Use of Product or Service (summary):			
Billing Services			
P.O./Contract Number:	13RFP00101	Effective Date:	11/17/2018
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	11/16/2019
Requested By:	Mike Knipstein, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. Please include a completed Texas Form 1295 and a renewed Certificate of Insurance Extend Contract for the 4th of five(5), one (1) year renewal option periods: 			
Renewal Option Period 4		November 17, 2018 – November 16, 2019	
Renewal Option Period 3		November 17, 2017 – November 16, 2018	
Renewal Option Period 2		November 17, 2016 – November 16, 2017	
Renewal Option Period 1		November 17, 2015 – November 16, 2016	
Initial Contract Period		November 17, 2012 – November 16, 2015	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>DM Medical Billings</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Amy Gifford</u>		Dan A. Gattis	
Title <u>Vice President</u>		Williamson County Judge	
Signature <u></u>		Signature _____	
Date <u>10-5-18</u>		Date _____	

Commissioners Court - Regular Session**27.****Meeting Date:** 10/23/2018

Williamson County Pollution Liability coverage renewal 12/18/18 - 12/18/19

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of the Williamson County Pollution Liability coverage with AIG Storage Tank Third Party Liability TankGuard Warranty for Policy Number PLC0001688373 for the term of 12/18/18 - 12/18/19.

Background

This liability insurance supports Fleet Services and is for a yearly coverage period that starts 12/18/18. The funding source for this is 0882.0882.004416 – Other Liability Insurance. Previous year was \$1497, and vendor projected a 33% increase to Wilco Fleet Department for next term. The FY19 budget is \$2000. Department confirms rates not available until closer to renewal start date. Vendor issues standard non-renewal notice 90 days before policy due to renew.

Fiscal Impact

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

Attachments

[Williamson County Pollution Liability coverage renewal letter](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/17/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/17/2018 04:13 PM
10/17/2018 04:19 PM
Started On: 10/15/2018 03:28 PM



**Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty**

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/18 - 12/18/19

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

- ☒ \$1 million/\$1 million ☐ \$1 million/\$2 million ☐ \$2 million/\$2 million
☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

- ☐ \$5,000 ☒ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



Renewal Warranty Acknowledgement

APPLICANT: _____	BROKER: _____
(Signature)	(Firm)
Williamson County	10535 Boyer Boulevard, Suite 100
APPLICANT: _____	Austin, TX 78758-
(Print Name)	(Street Mailing Address)
DATE: _____	Ms. Shela Ferrell
	(Contact person)
	512-427-2487
	(Phone #, Fax #, Email Address)
	(Signature of Broker or Agent)
	1575
	(License Number and State)
	742538186
	(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Commissioners Court - Regular Session**28.****Meeting Date:** 10/23/2018

Microsoft Premier Support Services for term 11/01/18 - 10/31/19

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the annual agreement for the Microsoft Premier Support Services on DIR Contract #DIR-TSO-3781, for the term of November 1, 2018 – October 31, 2019 with Microsoft Corporation for the amount of \$48,300.

Background

Microsoft offers Microsoft Master Services through this contract which is available for state and local government usage. The DIR-TSO-3781 contract expiration date is 5/2/21. The funding line item for FY19 is 0100.0503.004505, Software Maintenance.

Fiscal Impact

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

AttachmentsMicrosoft Premier Support Services Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/17/2018 04:34 PM
10/18/2018 08:56 AM
Started On: 10/15/2018 03:31 PM

DIR-TSO-3781

Appendix E

MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION

(Microsoft Affiliate to complete)

Services Description Number

(For Microsoft Internal Purposes Only)

MSL Number**ONMI1811-196118-227840**

This services description ("**Services Description**") is made pursuant to the State of Texas Department of Information Resources Contract for Services # **U5228634** (the "**Agreement**") effective as of **05/02/2017**, which is incorporated herein by this reference. In this Services Description "**You**", "**Your**" or "**Customer**" means the undersigned customer or affiliate and "**We**", "**Us**", or "**Our**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement.

Customer Invoice Information

Name of Customer

Williamson County

Contact Name (this person receives invoices under this Services Description unless otherwise specified on Your purchase order.)

Jim Daniels

Name of Customer or Affiliate that executed the Agreement if different than the undersigned

Street Address

301 SE Inner Loop, Suite 105

Contact E-mail Address

jdaniels@wilco.org

City

Georgetown

State/Province

TX

Phone

512-943-1485

Country

USA

Postal Code

78626

Fax

Invoicing

Premier Support is a non-refundable, prepaid service. We must receive a purchase order, check, or other acceptable form of payment before We provide Premier Support services ("Services"). If You issue a purchase order, we will invoice You, and You agree to pay Us within 30 calendar days of the date of Our invoice. We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

Term

This Services Description will commence on 11/01/2018 (the "Commencement Date") and will expire on 10/31/2019 (the "Expiration Date"), unless otherwise extended by a subsequent FNCS.

By signing below the parties agree to be bound to the terms of the Agreement and this Services Description.

Customer

Name of Customer (please print)

Williamson County

Signature

Name of person signing (please print)

Title of person signing (please print)

Date

Microsoft Affiliate

Name

Microsoft Corporation

Signature

Name of person signing (please print)

Title of person signing (please print)

Date

10/11/18

DIR-TSO-3781

Appendix E

PREMIER SUPPORT SERVICES

1. OVERVIEW.

This Services Description describes the Services available for purchase. It also sets forth the parties' responsibilities and the prerequisites and assumptions associated with the Services. The Services focus on the following key areas:

Service Delivery Management from an assigned Microsoft resource ("Services Resource") helps build and maintain the service improvement roadmap with Your management and service delivery staff and helps You plan the specific Services to meet Your business requirements. Services Delivery Management may also be referred to as Support Account Management.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for advisory assistance, development and deployment issues.

Designated Support Engineering provides product specific support direct from a Microsoft professional on a part-time or full-time basis.

Workshops and Events help You prevent problems, increase system availability and create solutions based on Microsoft technologies.

Information Services provide Your staff with the latest knowledge and information on Microsoft technologies to enhance Your in-house support capabilities.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using currently supported Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

2. AVAILABLE SERVICES.

You may purchase any combination of the following Services, subject to certain minimum requirements. The Services You purchase, and the associated fees will be set forth in an attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the United States, please contact Your Services Resource.

2.1 Service Delivery Management. The Service Delivery Manager (referred to as a "Technical Account Manager" or "TAM" in most geographies) orchestrates the management and delivery of Microsoft Premier Support services. This Service Delivery Management includes planning to assess Your current state of IT, building a plan to address improvement points and working with You to attain the desired state of Your IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support Services. TAMs also serve as the consolidation point for Your feedback regarding the Service to other Microsoft groups. TAMs can be Pooled, Designated or Dedicated determined by the level of Your engagement with us. "Pooled" refers to services provided by a team of TAMs, "Designated" refers to a single TAM who serves multiple accounts, and "Dedicated" refers to a single TAM who serves a single account.

- a. **Service Introduction.** At the beginning of the contract period, the TAM will organize one or more Service Introduction sessions with You. The goal of this session is to introduce the service to whoever is going to use it, explain how to select and plan Support Assistance services, show how to log assisted break-fix support requests, also known as incidents, and

DIR-TSO-3781

Appendix E

demonstrate available tools. In the session, the TAM will start collecting the information which will form the basis of the follow-up Service Delivery Planning session.

- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") forms the basis of Your Premier Support Services. It is here that the TAM will draw up a customized service plan specific to Your needs. The TAM will conduct a session for Your team authorized to make decisions about Your IT-operations objectives, current issues and projects. You will then determine how and when Services are to be applied through joint consultation with Us. At the end of this session, You will have an SDP which the TAM will monitor and adjust based on Your needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, the TAM will review the past period's services, report to You on what has been delivered, improved, monitor Your satisfaction levels and discuss any actions or adjustments which may be required. These reviews may consist of standard status reports, virtual, or onsite status meetings. Customized reporting is also available; however, this may require an additional order, determined by the level of Service Delivery Management included in Your purchased services.
- d. **Critical Security Support Advice.** The TAM will notify You of critical Microsoft Security Bulletins. If You have a Designated or Dedicated TAM, Your TAM will help You assess the impact of this information to Your IT infrastructure.
- e. **Incident Management.** The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.
- f. **Crisis Management.** During situations where You experience critical business impacts, TAMs and Critical Situation Managers coordinate Microsoft's Critical Situation response providing 24x7 issue ownership and update communications to You as appropriate for the severity of the incident.
- g. **Proactive Services Maturity Review.** The Proactive Services Maturity Review is an initial method for identifying potential problems with Your IT operations helping build an actionable plan to reach the desired state of Your IT operations increasing the value of Your investment in Microsoft technology. This service is available to You if You have a Designated or Dedicated TAM.
- h. **Remediation Planning.** The TAM may consolidate actions for improvement prompted by the findings of proactive assessments conducted. This will provide a basis for the creation of overall improvement advice and a Remediation Plan. Follow up takes place through the scheduled Service Reviews. This service is available to You if You have a Designated or Dedicated TAM.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** The TAM may provide You with regular reports on developments within the Microsoft organization and shall advise You on any updates around Microsoft product lifecycle or roadmap which may be applicable to Your organization and may provide benefits for Your organization. This service may be available to You if You have a Designated or Dedicated TAM.
- j. **Incident Trend Analysis & Advice.** The TAM may provide one or more reviews of Your incident history. The focus of the TAM in this review will be on people, process and technology aspects of high business impact incidents logged with Us involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping You lower Your IT operations costs. This service may be available to You if You have a Designated or Dedicated TAM.
- k. **Process Guidance.** The TAM may provide basic information on recommended practices related to the Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to You if You have a Designated or Dedicated TAM.

2.2 Support Assistance. Support Assistance provides short-term advice in relation to Microsoft products to help You minimize future support incidents and other problems before they result in end users impacted. Support Assistance may include advice and guidance in relation to infrastructure, development and deployment issues. Your Services Resource will work with You to scope and determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. **Reviews.** A review is an assessment of a specific system, application, operations process or architecture to address, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. These technical and operational engagements are designed to proactively assess and mitigate risk to prevent/minimize issues, as well as, optimize operations health based on Our recommended practices. Each review is individually scoped

DIR-TSO-3781

Appendix E

and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations.

- b. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- c. **Advisory Services.** Advisory Services are a consultative support option that provides support on short term (typically 6 hours or less) and unplanned issues. This service has been designed for IT professionals and developers for short engagements. Advisory Services includes advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.
- d. **Root Cause Analysis.** Root Cause Analysis ("RCA") is the process through which the cause and effect relationships of an event are analyzed. You must request RCA during a support incident. RCA is only available during regular business hours and may require an additional charge.
- e. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with benchmarking, testing, prototyping, and migration activities of Microsoft products. These facilities must be scheduled in advance and are subject to availability.

Support Assistance is charged on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. If not otherwise prepaid, We will deduct an appropriate number of Support Assistance hours, rounded up to the nearest hour, to cover the value of a daily rate or fixed fee Support Assistance engagement. Your Services Resource can provide You with the rates applicable to the Support Assistance services requested. If You ordered one type of Support Assistance service and wish to exchange it for another, You may apply those hours to an alternative service where available and agreed with Your Services Resource.

2.3 Designated Support Engineering. Designated Support Engineering ("DSE") is available during normal business hours and supports the specific Microsoft products/technologies You select with a focus on delivering engaged, hands-on preventative support. We will deduct Designated Support Engineering from the total number of Designated Support Engineering hours You purchased. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents.

Designated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an engagement initiation meeting, which will be documented and delivered to You as part of Your Service Delivery Plan. The focus areas for DSE services include:

- a. Problem Prevention and Resolution services designed to:
 - Help You develop and implement strategies for providing proactive support to help prevent future incidents and increase availability of Your covered Microsoft technologies.
 - Help determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies.
- b. Technical and Business Focus designed to help You:
 - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment.
 - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc.
 - Help make Your deployment and operation activities consistent with Your planned and current implementations of Microsoft technologies.
 - Enhance Your support staffs' technical and operational skills.
 - Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, etc. for the designated Microsoft technologies.

2.4 Workshops and Events. The goal of Workshops and Events are to provide You with technical information to assist in the supportability, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and impact of problems related to Microsoft Products which You experience.

DIR-TSO-3781

Appendix E

You may either prepay separately for Workshops and Events or, at Your request, we will deduct an equivalent amount of Your prepaid Support Assistance hours to cover the Workshops or Events You select. Workshops and Events can include the following:

- a **Workshops.** Workshops are instructor-led training sessions that emphasize Microsoft technologies. Workshops can be provided remotely, at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops and the associated fees.
- b **Events.** Events are broad and deep technical presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events may provide the opportunity to interact with Microsoft product groups, Premier Support development resources and Microsoft marketing contacts. Events can be provided remotely, at Your facility, or at Microsoft. Your Services Resource can provide You with information about scheduled Events.

You may not record or broadcast Workshops or Events in any manner. Any materials or sample code provided to participants in conjunction with a Workshop or Event are intended for the exclusive use of the participant.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. The Microsoft Premier Online website provides access to the following information resources:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

2.6 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support can include any combination of the following services:

- a **24/7 Problem Resolution Service.** Problem Resolution Support is available 24 hours a day, 7 days a week for most severities. Requests for support may be submitted via telephone or electronically through the Microsoft Premier Online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth in this section. Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Problem Resolution Support is deducted from the pre-paid hours set forth in Your Fee and Named Contacts Schedule(s). In the event we deem the support issue to be a bug, we will not charge Problem Resolution hours to You. If You exhaust all prepaid hours while We are addressing a particular incident, We will charge You in arrears for Our additional efforts to address the incident. You may need to purchase additional Problem Resolution Support hours before We will respond to additional incidents.
- b **Elevated Initial Response Time.** The response time varies by severity and is the period of time that occurs between the creation of the service request and the time that the services resource communicates with You.
- c **Critical Situation and Crisis Escalation.** Problems of a Catastrophic or Critical business impact (Severity 1 or A) are deemed to be Critical Situations requiring 24x7 support from both Microsoft and You until the issue can be resolved or mitigated. Microsoft provides a Critical Situation Manager as well as technical resources both remotely and on-site as needed to assist with resolution. Critical Situation Managers are individuals that are assigned to help drive prompt resolution to the issues through proper case engagement, escalation, resourcing, and coordination. Onsite services may require an additional charge.

DIR-TSO-3781

Appendix E

- d **Third Party Support Coordination.** Microsoft is a member of TSANet and will work with You to troubleshoot the environment and the problem, to the best of our knowledge. These efforts can help You to resolve problems that are not attributed to Microsoft Products including:
- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
 - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues. If we need to work with a third-party to solve an incident, we will attempt to do so; however, it is the responsibility of the third-party to support its product.
- e **Onsite Support.** Onsite Support will provide both reactive and proactive support for You at Your location. This service is subject to Microsoft's resource availability and may require an additional charge.
- f **Your Obligations and Definitions of Severity.** You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities. These are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	Catastrophic business impact: <ul style="list-style-type: none"> • Complete loss of a core business process and work cannot reasonably continue • Needs immediate attention 	<ul style="list-style-type: none"> • 1st call response in 1 hour or less • Our Resources at Your site as soon as possible. • Continuous effort on a 24x7 basis • Rapid Escalation within Microsoft to Product teams • Notification of Our Senior Executives 	<ul style="list-style-type: none"> • Notification of Your Senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority
A Submission via phone only	Critical business impact: <ul style="list-style-type: none"> • Significant loss or degradation of services • Needs attention within 1hour 	<ul style="list-style-type: none"> • 1st call response in 1 hour or less • Our Resources at Your site as required. • Continuous effort on a 24x7 basis • Notification of Our Senior Managers 	<ul style="list-style-type: none"> • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority • Management notification
B Submission via phone or web	Moderate business impact: <ul style="list-style-type: none"> • Moderate loss or degradation of services but work can reasonably continue in an impaired manner. • Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> • 1st call response in 2 hours or less • Continuous effort on a 24x7 basis² 	<ul style="list-style-type: none"> • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	Minimum business impact: <ul style="list-style-type: none"> • Substantially functioning with minor or no impediments of services. • Needs attention within 4 Business Hours¹ 	<ul style="list-style-type: none"> • 1st call response in 4 hours or less • Effort during Business Hours¹ only 	<ul style="list-style-type: none"> • Accurate contact information on case owner • Responsive within 24 hours.

¹ Business Hours are generally defined as 9:00 AM to 5:30 PM Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Your country.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with Problem Resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting

DIR-TSO-3781

Appendix E

configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for backing up Your data and reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data.

2.7 Additional Services. You may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Your purchase of additional Services will be reflected in a Fee and Named Contacts Schedule(s) referencing this Services Description and will be charged at the prevailing price at the time the Fee and Named Contact Schedule is issued. If You purchase additional Problem Resolution Support hours or convert Software Assurance 24x7 Problem Resolution Support Incidents to Problem Resolution Support hours, You may also be required to purchase additional Services Delivery Management. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

DIR-TSO-3781

Appendix E

3. PREREQUISITES AND ASSUMPTIONS.

Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in writing. If locations are identified in more than one country, You will receive Services from an assigned Global Services Resource ("GSR") along with local Services Resources in each global services location. The Fee and Named Contacts Schedule(s) will describe the Services to be provided in each of Your designated global Services locations.
- b. Where onsite visits are mutually agreed and not pre-paid, We will bill You for reasonable travel and living expenses, or, at Your request we will deduct an equivalent number of Problem Resolution Support hours to cover the expenses.
- c. All Services will be provided in the spoken language of the Microsoft Services location providing Services unless otherwise agreed to by You and Us in writing.
- d. We will provide support for all United States versions of commercially released generally available Microsoft products identified on the "Product List," published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies) unless otherwise set forth in a Fee and Named Contact Schedule, an Exhibit to this Services Description or specifically excluded on the Microsoft Premier Online website. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle> unless You have purchased such support in an Exhibit to this Services Description.
- e. Support for pre-release and beta products is not provided except as otherwise provided in an attached Exhibit.
- f. All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
- g. Support Assistance is dependent upon the availability of resources.
- h. We can access Your system via remote connection to analyze problems at Your request. Our personnel will access only those systems authorized by You in order to utilize remote connection assistance, You must provide Us with the appropriate access and necessary equipment.
- i. If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100% of the price of the service from the support agreement if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Service Delivery Management to facilitate delivery of Your Problem Resolution Support. If You purchase additional Problem Resolution Support, Support Assistance, or if You convert Software Assurance hours to Problem Resolution Support hours, You may be required to purchase additional Service Delivery Management.
- k. Additional Prerequisites and Assumptions may be set forth in relevant Exhibits.

DIR-TSO-3781

Appendix E

4. YOUR RESPONSIBILITIES.

This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.6 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities and internal processes for submitting support service requests to Us. Each contact will be supplied with an individual account number for access to the Microsoft Premier Online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
 - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You will submit requests for reviews along with any necessary/applicable data no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).
- d. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- e. You agree to respond to customer satisfaction surveys, We may provide to You from time-to-time regarding the Services.
- f. You agree to provide reasonable telephone and high-speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- g. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. OWNERSHIP AND LICENSE.

Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. Products.

Use of any Product is governed by the Product Use Rights specific to each Product and version and by the terms of the applicable Supplemental Agreement.

b. Fixes and Services Deliverables.

- i. Fixes. Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fixes solely for its internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.
- ii. Pre-Existing Work. All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independently of this agreement ("Pre-existing Work") shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services, each party grants to the other party (and Microsoft's Contractors as

DIR-TSO-3781

Appendix E

necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes.

The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement. "Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Services.

- ii. "Developments" means any computer code or non-code written materials (other than Products, Fixes or Pre-existing Work) developed by Microsoft or in collaboration with Customer and left with Customer at the conclusion of a Services engagement.

1. Upon payment in full, Microsoft grants Customer Joint Ownership in Developments, except as may be otherwise explicitly agreed to in writing. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

2. Notwithstanding the prior paragraph, if the laws of Austria, France, Germany, Hungary, India, Poland, Switzerland, or Ukraine, apply to Services per the terms of this agreement or the determination of a court:

- A. All rights in Developments are owned by Microsoft, subject to the terms of this paragraph.
- B. Upon payment in full Microsoft grants to Customer a non-exclusive license to Developments, except as may be explicitly agreed in a Statement of Services.
- C. Customer and Microsoft may use, reproduce, and modify the Developments in all ways of use (and all future ways of use) without any accounting or payment of royalties.

3. Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

- iv. Affiliates' rights. Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this agreement.

c. Non-Microsoft software and technology.

- i. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology.
- ii. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.
- iii. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

d. Sample Code.

DIR-TSO-3781

Appendix E

Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use and modify any software code that Microsoft provides for purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Customer (1) does not use Microsoft's name, logo, or trademarks to market, and includes a valid copyright notice on, Customer's software product in which the Sample Code is embedded; and (2) indemnifies, holds harmless, and defends Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

e. Restrictions on use.

Customer must not:

- i. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- ii. reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, except where applicable law permits it despite this limitation; or
- iii. distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable except as permitted in the applicable Supplemental Agreement, Statement of Services, the Product Use Rights, or in a separate written agreement.

f. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

DIR-TSO-3781

Appendix E

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- ☒ Microsoft Premier Support Services Description Exhibit: Third Tier Support
- ☒ Microsoft Premier Support Services Description Exhibit: Designated Support Engineering
- ☒ Microsoft Premier Support Services Description Exhibit: Premier Support for Developers
- ☒ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)

Premier Support Services Description Number

ONMI1811-196118-227840

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

1. **OVERVIEW.** The following Services are provided in addition to those set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2018 and will expire on 10/31/2019 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

THIRD TIER SUPPORT RESPONSIVE SERVICES. The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team ("Third Tier Support requests") may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

2. **PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering (DSE)

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

ONMI1811-196118-227840

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2018 and will expire on 10/31/2019 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
 - a) **Problem Prevention/Incident Resolution designed to:**
 - Supplement the current Microsoft Premier Support engagement through delivery of timely and high-quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
 - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
 - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
 - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
 - b) **Technical/Business Focus designed to:**
 - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
 - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the

operational health of the designated Microsoft products/technologies deployed in Your environment.

- Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

c) *Integration of Work designed to:*

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

ONMI1811-196118-227840

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2018 and will expire on 10/31/2019 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

PREMIER SUPPORT FOR DEVELOPERS (PSFD): PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 2.a. above, You agree not to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- d. Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).

Microsoft Premier Support Services Description Schedule:

Fee and Named Contacts

Texas DIR website

(Contract# DIR-TSO-3781)

http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-TSO-3781

(Microsoft Affiliate to complete)

Premier Support Services Description Number

(Microsoft Affiliate to complete)

Schedule Number

ONMI1811-196118-227840

REN_001486726

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term

This Schedule will commence on 11/01/2018 (the "Commencement Date") and will expire on 10/31/2019 (the "Expiration Date").

1. **PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	Total Price (US\$)
Country: United States	\$48,300
Total Amount Due	\$48,300

Country: United States

(Premier Support Foundation vNext)

- Up to 80 hours of Service Delivery Management
- Up to 40 hours for Problem Resolution Support or Remote Support Assistance
- 1 RAP as a Service Plus (RaaS+) based on any current technology available at the time of scheduling
- 1 User Subscription to the Workshop Library On-Demand
- 2 days of Custom Proactive Onsite

*All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Mark Haider
Address: Microsoft Corporation (Attn: Mark Haider)
Mark.Haider@microsoft.com
Phone: (701) 2816794
Fax:

3. Customer Named Contacts

Existing contacts will be carried forward from the previous Term.

Commissioners Court - Regular Session**29.****Meeting Date:** 10/23/2018

Awarding RFCSP # 1808-253 Brushy Creek Regional Trail Phase V

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 #1808-253 Brushy Creek Regional Trail Phase V to the overall best proposer Chasco Constructors, Ltd., LLC and authorizing execution of the agreement.

Background

Purchasing solicited competitive sealed proposals for Brushy Creek Regional Trail Phase V. 3,382 vendors were invited to submit proposals of which 94 vendors viewed the RFCSP and 7 vendors submitted proposals. The proposals were evaluated by the evaluation committee at which time 1 proposal was found to be non-responsive. The evaluation committee is recommending Chasco Constructors for award in the amount of \$2,339,929.45 with a Owner's Contingency of \$117,000.00. Completion of this project will be done in 180 working days. Funding source P419.

Fiscal Impact

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

Attachments[Recommendation Letter](#)[Agreement](#)[Evaluation Sheet](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/17/2018 04:54 PM
10/18/2018 08:56 AM
Started On: 10/17/2018 08:24 AM



OFFICE MEMORANDUM

Date: October 12, 2018

COORDINATION — ROUTING

Dept.	Name	Initial	Date
Purchasing	Blake Skiles		
Remarks:			
Return To:			

To: Randy Barker, Purchasing Director

From: Randy Bell, Parks Director *Randy Bell*

Subject: Request For Competitive Sealed Proposals
Bid #1808-253 - Brushy Creek Regional Trail - Phase V

Re: Proposal Evaluation

The Parks & Recreation Department received seven (7) proposals from the Purchasing Department on September 28, 2018 for the RFCSP on Brushy Creek Regional Trail – Phase V development.

Proposals have been reviewed and the best value for the county was determined to be Chasco Constructors, LTD., L.L.P.

The following is a summary of the proposal totals:

1.	Patin Construction LLC	\$2,330,489.90 (non-responsive)
2.	Chasco Constructors	\$2,339,929.45
3.	A Greater Austin Development Company	\$2,391,738.98
4.	SB Contractors LLC	\$2,449,840.75
5.	STR Constructors Ltd.	\$2,668,530.70
6.	MAC, Inc.	\$2,972,182.00
7.	MA Smith Contracting Co. Inc.	\$3,169,684.10

The overall best proposer, Chasco Constructors has successfully completed park projects in Travis County, in the City of Round Rock, and numerous Williamson County projects, to include road bond projects, a variety of buildings, Twin Lakes Park, and a very similar park bond project to construct Brushy Creek Regional Trail Phase III.

After review and consideration of the proposal responses, the ongoing quality of work, the selection criteria of proposed personnel, and experience and reputation, the Parks & Recreation Department recommends that the overall best value proposer Chasco Constructors, be awarded the contract for construction of Brushy Creek Regional Trail Phase V.



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** Chasco Constructors
2801 East Old Settlers Blvd.
Round Rock, TX 78665

for the **Project:** Brushy Creek Regional Trail - Phase V

Architect: RVI / Pape-Dawson Engineers

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 Chasco Constructors, Ltd., LLP. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Brushy Creek Regional Trail - Phase V (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 One Thirty-Six (136) working 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 Forty-Four (44) working 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 **\$2,339,929.45**

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:

\$117,000.00

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:

Rick Risener
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

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:

Tom Stanfield, Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Rick Risener
2801 E. Old Settlers Blvd.
Round Rock, TX 78665
Phone (512) 244-0600
Fax (512) 244-6085

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

Chasco Constructors

By: _____

By: Charles J. Glace, Jr.

Printed Name: _____

Printed Name: Charles J. Glace, Jr.

Title: _____

Title: President

Date: _____, 20____

Date: October 16, 2018

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.

EVALUATION - Brushy Creek Regional Trail Phase V
RFCSP 1808-253

Evaluation Criteria	Maximum Score Points	Patin Construction	Chasco Constructors	A Greater Austin Development Co	SB Contractors	STR Constructors	MAC, Inc.	Smith Contracting
Proposed Personnel	20	0	20	4	3	17	16	3
Experience & Reputation	30	9	28	13	13	26	25	13
Office Location <i>10 Points for Office Location in Williamson County or Adjacent County, 5 Points for Office Location Outside of the Acceptable Radius, 1 Point for Office Location Outside of Texas</i>	10	10	10	10	5	10	10	10
Price <i>40 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount /Respondent No. X's Price Proposal Amount)</i>	40	40	39	38	38	34	31	29
TOTAL	100	59	97	65	59	87	82	55

Commissioners Court - Regular Session**30.****Meeting Date:** 10/23/2018

Approving Supplemental Agreement Brushy Creek Regional Trail Phase V

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 Supplemental Agreement No. 3 between Williamson County and RVE, Inc. D/B/A RVi for landscape architectural services in relation to the Brushy Creek Regional Trail Phase V project and authorizing execution of the supplemental agreement.

Background

This agreement is for additional services on the Brushy Creek Regional Trail Phase V project. Services are outlined in the attached agreement. This included a not-to-exceed amount of \$59,600.00. Funding source P419.

Fiscal Impact

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

AttachmentsAgreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/17/2018 04:55 PM
10/18/2018 08:56 AM
Started On: 10/17/2018 08:34 AM

SUPPLEMENTAL
AGREEMENT NO. 3 TO
AGREEMENT FOR LANDSCAPE
ARCHITECTURAL SERVICES

This Supplemental Agreement No. 3 to the Agreement for Landscape Architectural Services ("Supplemental Agreement No. 3") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **RVE, Inc. D/B/A RVi**, a Texas corporation, hereinafter (the "Landscape Architect" or "LA").

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services (the "Agreement") wherein LA agreed to perform certain professional landscape architectural services in connection with Phase V of the Brushy Creek Regional Trail ("Project");

WHEREAS, TxDOT reviewers are requiring that sealed drawing documents go through 60/90/100% design review through TxDOT ENV and Bridge divisions; and as such, additional engineering services are required for the structural engineering that wasn't originally anticipated;

WHEREAS, the additional engineering services now required by TxDOT constitute Additional Services under the Agreement;

WHEREAS, it has become necessary to supplement the Agreement to set forth the scope of the Additional Services, as well set forth the compensation to be paid for such Additional Services.

AGREEMENT

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

I. Scope of Additional Services

The parties agree that LA shall perform the following Additional Services:

Task 1: Additional Structural Engineering Services:

Prepare construction plan of abutment at pedestrian bridge crossing of Brushy Creek. Two design alternatives required based on endangered species habitat and USFWS consultation. By SEA (structural Engineering Associates).

Scope includes:

- Design and detailing of a 1 span – 82' prefabricated pedestrian bridge.

- Substructure details to be provided with guidelines for superstructure (truss type) for bridge supplier to supply shop drawings.
- Abutment details will include a spread-footing foundation with a solid abutment wall with abutment cap.
- Includes review of COSA and TxDOT standard retaining wall details for inclusion in plans.
- Alternate design and detailing of a typical abutment with drilled shaft substructure foundation.
- Scope includes 60/90/100% review drawings of bridge, abutments and retaining wall review and engineering coordination.

Construction phase services to include review of shop drawings and responses to contractor RFIs.

II. Compensation

For the LA's performance of the Additional Services under this Supplemental No. 3, the County shall compensate the LA the "not-to-exceed" amount of: **\$59,600.00.**

III. Schedule

LA will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and complete such services in accordance project schedules.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions of the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:
RVE, Inc. D/B/A RVi

By: Barbara Austin

Printed Name: Barbara Austin

Title: Senior Vice President

Date: October 15, 2018

COUNTY:
Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Commissioners Court - Regular Session**31.****Meeting Date:** 10/23/2018

Approving Supplemental Agreement Williamson County Expo Center

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 Supplemental Agreement between Williamson County and Populous, Inc. for architectural and engineering services in relation to the Williamson County Expo Center project and authorizing execution of the supplemental agreement.

Background

This agreement is for additional services on the Williamson County Expo Center project. Services are outlined in the attached agreement. This included a lump sum amount of \$450,000.00. Funding source P474.

Fiscal Impact

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

AttachmentsAgreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/18/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/17/2018 05:01 PM
10/18/2018 08:56 AM
Started On: 10/17/2018 08:40 AM

SUPPLEMENTAL AGREEMENT
TO
AGREEMENT FOR ARCHITECTURAL
AND
ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO CENTER PROJECT ("Project")

This Supplemental Agreement to the Agreement for Architectural and Engineering Services ("Supplemental Agreement") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Populous, Inc. (the "A/E").

RECITALS

WHEREAS, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the "Agreement") for the provision of professional services in connection with the Williamson County Expo Center (the "Project"); and

WHEREAS, following the A/E's performance of the Basic Services under the Agreement, County determined a need to add a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and reroute the existing water main, which would all constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the "Williamson County Expo Pavilion and Concessions/Restroom Additions";

WHEREAS, pursuant to Section III of the Agreement, for the performance of Additional Services not specifically described in the Basic Services, County and A/E must execute a contract modification setting forth the scope of the Additional Services, compensation to be paid to A/E for performance of the Additional Service and a schedule for the performance of such services;

WHEREAS, this Supplemental Agreement provides a description of the scope of Additional Services that are necessary, the Additional Services compensation, a schedule for the performance of the Additional Services and an amendment to Section V, Paragraph A. of the Agreement; and

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

AGREEMENT

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

I. Scope of Additional Services

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

II. Additional Services Compensation and Reimbursable Expenses

A/E will perform the above described Additional Services for the lump sum amount of \$450,000.00, which consists of and includes the following lump sum Additional Services fee amounts and reimbursable expenses amount:

- A. Additional Services Associated with Horse Barn: *Two Hundred and Ninety-Seven Thousand Dollars (\$297,000)*
- B. Additional Services Associated with East Side Concessions and Restrooms: *Sixty-Five Thousand Dollars (\$65,000)*
- C. Additional Services Associated with Civil Engineering Professional Design Services: *Sixty-Eight Thousand Dollars (\$68,000)*
- D. Additional Services Associated with Relocating Water Main: *Included in Civil Engineering Professional Design Services Fee*
- E. Reimbursable Expenses charged in accordance with the Williamson County Vendor Reimbursement Policy: *Twenty Thousand Dollars (\$20,000)**

*Reimbursable expenses are based on A/E making two trips during Schematic Design, two trips during Design Development and eight trips during Construction Administration for a maximum of twelve trips.

In no event will the Additional Services fee amounts and reimbursable expenses exceed the total lump sum amount set forth above unless the parties otherwise agree to increase such amount pursuant to a written modification to this Supplemental Agreement.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A/E shall perform the Additional Services in accordance with the following time frames:

- Schematic Design- Horse Barn only: Two Months - *Completed*
- Design Development- Horse Barn only: Two Months
- Construction Documents- Horse Barn, Concessions and Restrooms: Three and Half Months

- Construction Administration Horse Barn, Concessions and Restrooms: Eight months.

If there is a need to extend the Additional Services beyond the above milestone date, A/E reserves the right to request additional services compensation.

IV. Amendment to Section V, Paragraph A. - Submittal Process and Revisions to A/E Work Product:

Section V, Paragraph A. shall be amended as follows:

A. Submittal Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"** (taking into account any modification to such Schedule for matters outside of A/E's reasonable control).
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. Required work shall be limited to work necessary to conform to deliverables set forth at that stage of the Scope of Services as set forth in **Exhibit "A"**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's reasonable opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out in accordance with the terms of this Agreement and the generally accepted standard of care.

Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the requirements of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. If the A/E is required to make revisions to the A/E Work Product, the A/E shall be entitled to receive, under a negotiated written contract modification as required by Section III above, Additional Services compensation, as an Additional Service for changes to A/E Work Product that result from (1) scope changes directed by the County that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by A/E, (3) revisions to the A/E Work Product directed by the County that resulted in an increase in the construction budget, or (4) matters beyond the reasonable control of A/E, including but not limited to Construction Cost.

V. Terms of Agreement Control and Extent of Supplemental Agreement

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

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

COUNTY:

Populous, Inc.

Williamson County, Texas

By: _____

By: _____

Signature

Dan A. Gattis, County Judge

Printed Name: _____

Date: _____

Title: _____

Date: _____

Exhibit "A"

Scope of Additional Services

THE FOLLOWING SCOPE OF ADDITIONAL SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF ADDITIONAL SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF ADDITIONAL SERVICES AND WILL BE CONTROLLING.

A. Understanding of Additional Services

The Additional Services shall consist of the construction of a horse stall barn with an estimated construction cost of \$3,300,000, restroom/concessions building with an estimated construction cost of \$866,250 on the east side of the existing Expo Arena site and rerouting of the existing water main. Revised scope shall be based on A/E's Schematic Design issued on 8/2/18, which is incorporated herein by reference.

1. The Horse Barn shall include approximately 200 stalls, fans, lights, PA system, restrooms, wash area and covered on four sides. See Schematic Design issued on 8/2/18 for additional information.
2. East Concession and Restrooms shall be one building including plumbing, fixtures, mechanical, electrical, and structural. This building also requires the extension of the concrete concourse as noted on the Construction Documents issued on September 16, 2015, which are incorporated herein by reference.
3. The existing 8" water line located underneath the existing Covered Penning/ Warm Up building shall be abandoned and rerouted around the facility.
4. Provide civil engineering services to accommodate expand footprint, parking, ADA and additional utilities.

B. Tasks:

1. The Horse Barn shall be designed in accordance with the terms noted in the Agreement, as amended by this Supplemental Agreement. See A/E's Schematic Design issued on 8/2/18 for additional information.
2. The East Concession and Restrooms shall per Construction Documents issued on September 16, 2015. A new set of construction documents will need to be developed and combined with the Horse Barn facility documents for bidding.
3. A new 8" water main shall be designed in accordance with Williamson County Water Department requirements. The existing water main shall be abandoned outside the footprint of the existing Covered Penning/ Warm Up building.
4. A/E shall make all attempts to match all existing material and finishes.

C. Deliverables:

Design Documents for the Horse Barn and Construction Documents for the East Concession and Restrooms in accordance with the Agreement, as amended by this Supplemental Agreement. The drawings will be issued as one set of documents with no alternates.

Exhibit "A"

Scope of Additional Services

D. Additional Services Considerations:

The Additional Services will include consideration of the following:

- ☐ Strategic location and construction of a stall barn that is sufficient in size and scope to accommodate / consider the following:
 - Capacity for 200 stalls
 - Electrical capacity to support the needs of 200 stalls
 - Designated space for selling stalls and shavings.
 - Designated, secured space to store shavings
 - Additional wash racks (if deemed necessary)
 - Additional restrooms (if deemed necessary)
 - Flexibility in design and programming to block out wind and rain completely.
- ☐ Construction of previously designed Restrooms/Concessions building on the east side of the complex
- ☐ Site work and consideration for additional roads, parking, and related infrastructure.

It should also be noted that future expansion capability of this facility is important to include in the design.

E. Scope of Additional Services:

In consideration of the compensation provided in this Supplemental Agreement, A/E shall perform the following Scope of Additional Services, based on standard architectural and engineering practices:

The following is the minimum Scope of Additional Services for the Williamson County Expo Pavilion and Concessions/Restroom Additions. It is intended that the Scope of Additional Service cover from programming through construction administration. Any omissions in scope should be noted to the County. Provide CAD files for County as needed.

1. Programming

- a. A/E firm/team shall meet with County staff and other entities/groups involved in the Williamson County Expo Pavilion and Concessions/Restroom Additions to determine needs (including spatial and development) of building program(s) for projected needs.
- b. Site evaluations to determine the best possible use of the Master Plan.
- c. Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E).
- d. Provide up to one (1) separate presentation to County Project Management
- e. Coordinate with local government bodies, cities, and local utilities in relation to the Williamson County Expo Pavilion and Concessions/Restroom Additions.

2. Schematic Design Phase

- a. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
- b. The A/E firm/team shall provide preliminary estimate of construction cost that aligns the County's budget.

Exhibit "A"

Scope of Additional Services

3. Design Development Phase

- a. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the Williamson County Expo Pavilion and Concessions/Restroom Additions, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.
- b. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete the Williamson County Expo Pavilion and Concessions/Restroom Additions.
- c. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
- d. Provide Design Development submittal for review and approval, provide two (2) full size plan sets and one (1) electronic set. Submittal shall include, as a minimum, any necessary revisions to the master plan, floor plans, elevations, stall barn, furniture and equipment plans. Provide up to one (1) separate presentation to Williamson County Project Management Team to
 1. discuss the Williamson County Expo Pavilion and Concessions/Restroom Additions timelines and schedule for deliverables;
 2. discuss possible design criteria based upon mutually agreed upon programming; and
 3. additional meeting(s) if needed.

4. Construction Document Phase

- a. Provide construction document drawings and specifications including the furniture related FF&E items (including fixed and movable furniture and equipment). Specifications shall include a requirement for the vendor to supply operations and maintenance manuals and on-site training for all mechanical, electrical and HVAC systems.
- b. Prepare 60% drawings for the planned improvements identified in the "Description of Project."
- c. Meet with County staff to review estimate and drawings. A/E and its consultants shall submit drawings for preliminary review by the County staff for constructible and code review.
- d. Prepare 90% & final drawings (two (2) full size plan sets and one (1) electronic plan set with specifications) and meet with County staff to review.
- e. Provide up to one (1) separate presentation to Williamson County Project Management Team. Presentations shall include, but not be limited to, furniture and finish colors and materials, and recommendations for stall systems and configurations.
- f. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary
- g. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments and architectural barriers review (TDLR).

5. Bidding and Contract Phase

- a. Prepare bid documents and assist the County in advertising for bids.
- b. Oversee Pre-Bid Meeting & prepare addendums (as needed).
- c. Review bids and provide written recommendation(s) to staff.
- d. Oversee Pre-Construction Meeting.
- e. Prepare addenda, review prior approval requests.

Exhibit "A"
Scope of Additional Services

- f. Make recommendations on Bids/Proposals received.
- g. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget pursuant to Article XXIX of the Agreement.
- h. Assist, at County's request, with drafting and preparing construction contract documents.

6. Construction Administration Phase

- a. Attend pre-construction conference and up to Eight (8) site visits with weekly or biweekly Video Conference or Conference Call for OAC meeting.
- b. Shop drawing and submittal review.
- c. Provide site observations and/or reviews and develop punch list report as required by Williamson County.
- d. Answer Contractor RFI's to resolve field/design issues within five (5) working days.
- e. Prepare supplemental instructions and sketches.
- f. Review contractor Applications for Payment and recommend for approval.
- g. Provide A/E progress reviews (with reports) before cover up (concrete, walls and ceilings).
- h. Provide substantial and final completion reviews (to include Americans with Disabilities (ADA) review and prepare punch lists.
- i. Review, approve, and provide a final report of reviews.
- j. A/E firm/team will provide review, estimates, and support on Proposed Change Orders from contractor.
- k. Submit record drawings updated to show all changes to the work issued by A/E during the course of construction and compile the "as-built" documents in the format received from the Contractor and deliver three (3) full size plan sets, one (1) CAD file set and one (1) PDF set.

Commissioners Court - Regular Session**32.****Meeting Date:** 10/23/2018

NACo Prescription Discount Card Revenue Sharing BA 10-23-18

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$298.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/12/2018

Reviewed By

Wendy Coco

Date

10/12/2018 11:03 AM

Started On: 10/11/2018 03:00 PM

Commissioners Court - Regular Session**33.****Meeting Date:** 10/23/2018

NACo Prescription Discount Card Revenue Sharing BA 10-23-18

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$298.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 10/12/2018

Reviewed By

Wendy Coco

Date

10/12/2018 11:03 AM

Started On: 10/11/2018 03:01 PM

Commissioners Court - Regular Session**34.****Meeting Date:** 10/23/2018

Williamson County EMS Trauma Distribution Funds Transfer

Submitted For: Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of the FY 17 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

Background

Additional CATRAC Trauma Distribution Funds for FY 17, WCEMS participation in the Department of State Health Services (DSHS) trauma registry. Austin-Travis County EMS was not able to accept their portion of the Williamson County funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	1911.21

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 10/16/2018

Reviewed By

Wendy Coco

Date

10/16/2018 12:10 PM

Started On: 10/16/2018 11:17 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 10/23/2018

Additional Williamson County EMS Trauma Distribution Funds FY 17

Submitted For: Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Additional Capital Area Trauma Advisory Council (CATRAC) trauma distribution funding from FY 17 for participation in the Department of State Health Services trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003101	Educ Aids/Matls	1911.21

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 10/16/2018

Reviewed By

Wendy Coco

Date

10/16/2018 12:10 PM

Started On: 10/16/2018 11:44 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 10/23/2018

Budget Amendment Buildings Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Buildings department.

Background

This is for the replacement of a ac unit at the Juvenile Facility that is not able to be repaired. The replacement order was originally incurred from Fiscal Year 2018 funds but was not able to be delivered by Sept 30th. Asking to reappropriate prior year funds in Fiscal Year 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	\$34,760.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/17/2018

Reviewed By

Wendy Coco

Date

10/17/2018 01:57 PM

Started On: 10/17/2018 11:25 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 10/23/2018

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
- f) Project Dalton House
- g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

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: 10/18/2018

Reviewed By

Wendy Coco

Date

10/18/2018 10:39 AM

Started On: 10/18/2018 09:43 AM

Commissioners Court - Regular Session

38.

Meeting Date: 10/23/2018

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 the acquisition of real property for CR 111.
- r) Discuss the acquisition of real property for Corridor H
- s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
- t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
- v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- w) Discuss the acquisition of right-of-way for Corridor C.
- x) Discuss the acquisition of right-of-way for Corridor F.
- y) Discuss the acquisition of right-of-way for Corridor D.
- z) Discuss the acquisition of right-of-way for Southeast Corridor.
- aa) Discuss the acquisition of right-of-way for Reagan extension.
- bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.

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
 - f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - g) Discuss property usage at Longhorn Junction
 - h) Discuss sale of excess 183A right of way to abutting property owner.
- 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.

F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Charlie Crossfield (Originator)

Form Started By: Charlie Crossfield

Final Approval Date: 10/18/2018

Reviewed By

Wendy Coco

Charlie Crossfield

Date

10/18/2018 10:39 AM

10/18/2018 10:42 AM

Started On: 10/18/2018 09:42 AM