NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 25, 2020
9:30 A.M.

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

1. Review and approval of minutes.

2. 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.

3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 4 – 50)

4. Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-003010	Computer < $5,000	$1,938.00
To	0100-0341-003311	Unifoms	$1,938.00

5. Discuss, consider, and take appropriate action on budget line item transfer request from Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003011	Computer Software	14000.00

To	0100.0576.003010	Computer Equipment	14000.00

6. Discuss, consider and take appropriate action on a line item transfer for Wireless Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0587-004509	Facilities Enhancements	$3,605.88
To	0100-0587-003005	Furniture	$3,605.88

7. Discuss, consider and take appropriate action acknowledging line item transfers of $500.00 or less completed by the County Auditor during October - December 2019 (FY20 - 1st Quarter).

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

9. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider and take appropriate action on approving property tax collections for the month of January 2020 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 02/20/2020 for the Williamson County Tax Assessor/Collector.

12. Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $100.00 pursuant to Tex. Loc. Gov Code 81.032.

13. Consider noting in the minutes acceptance of County Commissioner Continuing Education Transcript of Terry Cook and noting successful completion of continuing education hours for 2019 as required in Section 81.0025 of the Local Government Code.

14. Discuss, consider and take action on approving the 2019 Racial Profiling Report for Pct. 3 Constable Office.

15. Discuss, consider and take appropriate action on the 2019 Racial Profiling Report from Williamson County Constable 4.

16. Discuss, consider, and take appropriate action to approve the County Attorney January 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

17. Discuss, consider and take appropriate action on exempting Armstrong Forensic Laboratory, Inc. from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county and authorizing execution of the agreement.

18. Discuss, consider and take appropriate action on approving an agreement between Williamson County and the Friends of Berry Springs Park and Preserve, Inc. The Friends are a volunteer organization designed to support the operations of Berry Springs Park and Preserve. The agreement has been reviewed and approved by Legal and Audit.

19. Discuss, consider and take appropriate action on approving an agreement between Williamson County and the Friends of River Ranch County Park, Inc. The Friends are a volunteer organization designed to support the operations of River Ranch County Park. The agreement has been reviewed and approved by Legal and Audit.

20. Discuss, consider and take appropriate action on approving a service contract between Williamson County and Texas Fence, LLC to provide installation of a new fence at the Expo Center in the amount of $36,217.50 and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on approving a service contract between Williamson County and Knight Security Systems, LLC to provide support for Williamson County Buildings in the amount of $65,103.72 per the terms of DIR Contract #DIR-TSO-3430 and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on approving the FY20 renewal of Microsoft EA Licenses with SHI Government Solution, Inc.in the amount of $778,519.81 per the terms of DIR Contract #DIR TSO 4092 to support the operations of the Williamson County ITS Department.

23. Discuss, consider, and take appropriate action on approving the amendment to the Garda World, Inc. armored courier service contract, and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division Rifle-Resistant Body Armor Grant Program.

25. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with The Rosedale Foundation (Annual Eastern WILCO bike ride on April 4th).

26. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Margaret Mary Catholic Church (1101 W. New Hope Dr., Cedar Park).

27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for two (2) BMW 1250-RTP Motorcycles under IFB 3548.

28. Discuss, consider and take appropriate action on exempting the Navy Electro-Optic Loan program from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Texas Local Government Code Section 262.024.(a)(2) for the 12-month loan of equipment in the amount of $6,600.

29. Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Texas Local Government Code Section 262.024.(4), 262.024.(7)(A) and 262.024.(7)(D), for the one time purchase of vehicle graphics in the amount of $10,095.

30. Discuss, consider, and take any necessary action for approval of agreements for dishwasher and related items with Auto-Chlor Services, LLC to support facility operations at the Williamson County Juvenile Justice Center, and authorize the County Judge to sign same.

31. Discuss, consider and take appropriate action on approving the Fuelmaster Fuel Management System Extended Maintenance Agreement under the Sourcewell Cooperative Contract #022217-SYS with Syn-tech Systems, for the term 3/23/2020-03/22/2021 in the amount of $11,475.

32. Discuss, consider and take appropriate action on awarding RFP #2855 Fire & Safety, Inspection, Testing and Maintenance to the overall best respondent Impact Fire Services, LLC. and authorizing execution of the agreement.

33. Discuss, consider, and take appropriate action on approving Engineering Services between Fugro USA Land, Inc. and Williamson County and authorizing execution of the contract. Funding source is P512.

34. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve change orders for the contract with LMC Corporation in relation to the Medic 11 EMS project for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

35. Discuss, consider, and take appropriate action on approving a service contract between SSCi and Williamson County for an Asbestos Study as per TIPS Contract #170602 and authorizing execution of the agreement.

36. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing. Funding source is 01.0200.0210.004160.

37. Discuss, consider and take appropriate action on awarding RFQ #2571 Williamson County MOKAN Corridor Planning and Design to the overall most qualified firm CP&Y, Inc. and authorizing execution of the agreement.

38. Discuss, consider and take appropriate action on awarding RFQ #2574 Environmental Services to the overall most qualified respondent SWCA, Inc. and authorizing execution of the related agreements.

39. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY20 under IFB #3862.

40. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Forest North Drainage Phase III Improvements under IFB #3866.

41. Discuss, consider, and take appropriate action on awarding IFB #2841 Sundown Milling and Inlay, to the lowest and responsible bidder, Texas Materials Group, and authorizing execution of the agreement.

42. Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Smith Branch Flood Control near the Juvenile Justice Center, a project in Commissioner Precinct 3.

43. Discuss, consider and take appropriate action on a Letter Agreement with James Wong regarding a drainage easement needed on the Forest North project. Funding Source: Road Bond P225

44. Discuss, consider and take appropriate action on a Letter Agreement with John and Theresa Doane regarding a drainage easement needed on the Forest North project. Funding Source Road Bond P225

45. Discuss, consider and take appropriate action on approval of the final plat for the Blue Bird Estates subdivision – Precinct 4.

46. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 18 subdivision – Precinct 3.

47. Discuss, consider and take appropriate action on approval of the preliminary plat for the Corley Estates subdivision – Precinct 2.

48. Discuss, consider and take appropriate action on approval of the preliminary plat for the MWalker subdivision – Precinct 3.

49. Discuss, consider and take appropriate action on approval of the final plat for Siena Section 14 subdivision – Precinct 4.

50. Discuss, consider and take appropriate action on approval of the preliminary plat for the Shilo Oaks subdivision – Precinct 4.

REGULAR AGENDA

51. Discuss, consider and take any necessary action to approve order for interment of deceased (Michael P. Flaherty) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been an 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.

52. Discuss, consider, and take appropriate action on Williamson County Precinct One Constable's Office receiving re-recognition as a "Recognized Best Practices Law Enforcement Agency" by the Texas Police Chief's Association Law Enforcement Recognition Program on January 23rd, 2020.

53. Recognition of the outstanding work that Team Rubicon performed for fire mitigation projects at Cat Creek and Twin Springs Preserves.

54. Shelley Franklin, County Extension Agent for Natural Resources, presents the Goodwater Master Naturalist Chapter to celebrate their volunteer work in Williamson County.

55. Discuss, consider and take appropriate action regarding the 2020 April Million Mile Month Challenge.

56. Discuss, consider and take appropriate action on appointment of Robert Newell to fill a Williamson County Precinct 2 Constable position.

57. Discuss, consider and take appropriate action to approve the 2019 Co-Op District Tax Increment Reinvestment Zone (TIRZ) Annual project and Financing Report, which sets forth the terms and conditions of Williamson County's participation in the Hutto Reinvestment Zone Number One; as well as take any appropriate action to appoint two members to serve on the Hutto Reinvestment Zone Number One's Board of Directors on behalf of Williamson County.

58. Consider approving request to issue a call for projects that will utilize Community Development Block Grant funds for the FY20 funding cycle.

59. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

60. 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 the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,138.45
	0100.0440.002010	FICA	$469.63
	0100.0440.002020	Retirement	$891.92

61. Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget to move $54,000 to Audio/Visual Grand Jury (P532) from Audio/Visual Updates County Courts (P520) of $41,000 and Audio/Visual Updates District Courts (P521) of $13,000.

62. Discuss, consider and take appropriate action on approving a 2020 Capital Improvement Program Budget to move $2,000,000 from 2020 CIP Non-Departmental to Juvenile Justice Center - HVAC System Replacement P533.

63. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $190,000 from 2013 Road Non-Departmental (P290) to San Gabriel Ranch Road (P439) of $40,000 and Seward Junction SW (P274) of $150,000. Also, to close Ronald Reagan Blvd at Santa Rita Ranch (P328) and move the balance of $16,122.25 to 2013 Road Non-Departmental (P290).

64. Receive updates on the Department of Infrastructure projects and issues.

65. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road.

66. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $112,306.36 for the Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2. P: 271 and 274. Funding Source: Road Bond.

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

68. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 258 project, a project in Commissioner Pct. 2. P:277 Funding Source: Road Bond

69. Discuss, consider and take appropriate action on an Order approving a construction contract for a roadway related improvements within the Avery Centre Road District # 1.

70. Discuss, consider and take appropriate action on a Resolution with TxDot regarding an Advance Funding Agreement with TxDot for Locally Funded Road and Construction Project On-System which will allow a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas.

71. Discuss, consider and take appropriate action on an Advance Funding Agreement with TxDot for Locally Funded Road and Construction Project On-System which will allow a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas.

72. Discuss, consider and take appropriate action on a Real Estate Contract with Marion Shipman for right of way needed on the County Road 258 project. (Parcel 24) Funding Source: Road Bonds P277.

73. Discuss, consider and take appropriate action on a Real Estate Contract with Danny Hullum, Trustee of The Hullum Family Land Trust Created Under The Will of Wayne Hullum, deceased and Danny Hullum, As Trustee of The Danny Hullum Land Trust dated December 13, 1996 for right of way needed on the County Road 111 project. (Parcel 1/1DE). Funding Source: Road Bonds P249.

74. Discuss, consider and take appropriate action on a Real Estate Contract with M&RBFF, LLC for right of way needed on the County Road 111 project. (Parcel 26/26DE). Funding Source: Road Bonds P249.

75. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District regarding relocation of water system improvements on the County Road 101 project.

76. Discuss, consider and take appropriate action on a Letter Agreement with Pedernales Electric Cooperative, Inc. regarding PEC's use of the public right of way in Georgetown, Texas at the intersection of RM 2243 and Southwest Bypass.

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)."

77. 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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 101
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 258
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for Southwest Bypass.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

f) Discuss sale of excess 183A right of way to abutting property owner.

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

h) Discuss Blue Springs Boulevard

i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

78. 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) Wolf Lakes

c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

d) Project Deliver

e) Project Advantage

f) Project Cedar

g) Project Expansion

h) Project Arcos

i) Project Woods

j) Project Co-Op

79. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division

f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District

of Texas – Austin Division.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
n) BANGL Pipeline Project
o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.
w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

80. 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).

REGULAR AGENDA (continued)

81. Discuss and take appropriate action concerning economic development.

82. Discuss and take appropriate action concerning real estate.

83. 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; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
h) 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.
i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
k) Valerie Adams - EEOC Charge No. 450-2018-03807
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m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
n) BANGL Pipeline Project
o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
u) Claim of Regina Wright.
v) Law on use of County facilities.

w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

84. 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.

85. Comments from Commissioners.

_____
Bill Gravell, Jr., 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 21st day of February 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 02/25/2020

Line Item Transfer for Mobile Outreach Team

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Background

In order to align with EMS and Emergency Services policy, a Line Item Request is being submitted to cover the cost of Class B uniforms for Mobile Outreach Team staff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-003010	Computer < $5,000	$1,938.00
To	0100-0341-003311	Unifoms	$1,938.00

Attachments

Class B Uniform List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2020 11:27 AM
Budget Office	Ashlie Koenig	02/06/2020 01:38 PM
Form Started By: Jeanne Williby		Started On: 02/06/2020 11:03 AM
Final Approval Date: 02/06/2020		

Mobile Outreach Team

Class B Uniform Items needed

MOT/Link		White Dress Shirt	Tie	Badge	Upscale Pants	Belt	Name Plates	
1								
3		1	1	1 *	1	1	1 *	
4		1	1	1 *	1	1	1 *	
6		1	1	1	1	1	1	
7		1	1	1	1	1	1	
8		1	1	1	1	1	1	
9		1	1	1	1	1	1	
P3								
P4		1		1	1	1	1	
P5		1	1	1	1	1	1	
	Total Items	8	7	8	8	8	8	
	Cost each	$ 45.00	$ 4.95	$ 160.00	$ 80.00	$ 22.00	$ 11.00	
	Total Cost	$ 360.00	$ 34.65	$ 1,280.00	$ 640.00	$ 176.00	$ 88.00	$ 2,578.65
	TTOR	$ 90.00	$ 4.95	$ 320.00	$ 160.00	$ 44.00	$ 22.00	$ 640.95
	MOT	$ 270.00	$ 29.70	$ 960.00	$ 480.00	$ 132.00	$ 66.00	**$ 1,937.70**
		$ 360.00	$ 34.65	$ 1,280.00	$ 640.00	$ 176.00	$ 88.00	$ 2,578.65

* Gold

Commissioners Court - Regular Session **5.**

Meeting Date: 02/25/2020

Budget Line Item Request for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on budget line item transfer request from Juvenile Services.

Background

Juvenile Services is requesting a transfer from BLI 3011 (Computer Software) to BLI 3010 (Computer Equipment). If approved, the department will use these funds to purchase iPad tablets for probation officers to utilize in the field. The department has been shifting to a more paperless environment and the tablets will allow officers to obtain signatures from youth and parents while in the field without the need to print paper. The department did request and were approved for the tablets during the FY20 budget process, but we did not allocate enough money to that line.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003011	Computer Software	14000.00
To	0100.0576.003010	Computer Equipment	14000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2020 12:28 PM
Budget Office	Ashlie Koenig	02/18/2020 03:37 PM
Form Started By: John Pelczar		Started On: 02/11/2020 10:12 AM
Final Approval Date: 02/18/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/25/2020

Line Item Transfer

Submitted By: Wendy Coco, WC Radio Communication System (RCS)

Department: WC Radio Communication System (RCS)

Agenda Category: Consent

Information

Agenda Item

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

Background

We are doubling up employees in offices and need to add to existing furniture to accommodate for staff. Funds are available in 4509 of the Wireless budget (0587) for facility enhancements that are no longer needed due to the building remodel that will occur. We would like to transfer this money to 3005 - furniture.

Fiscal Impact

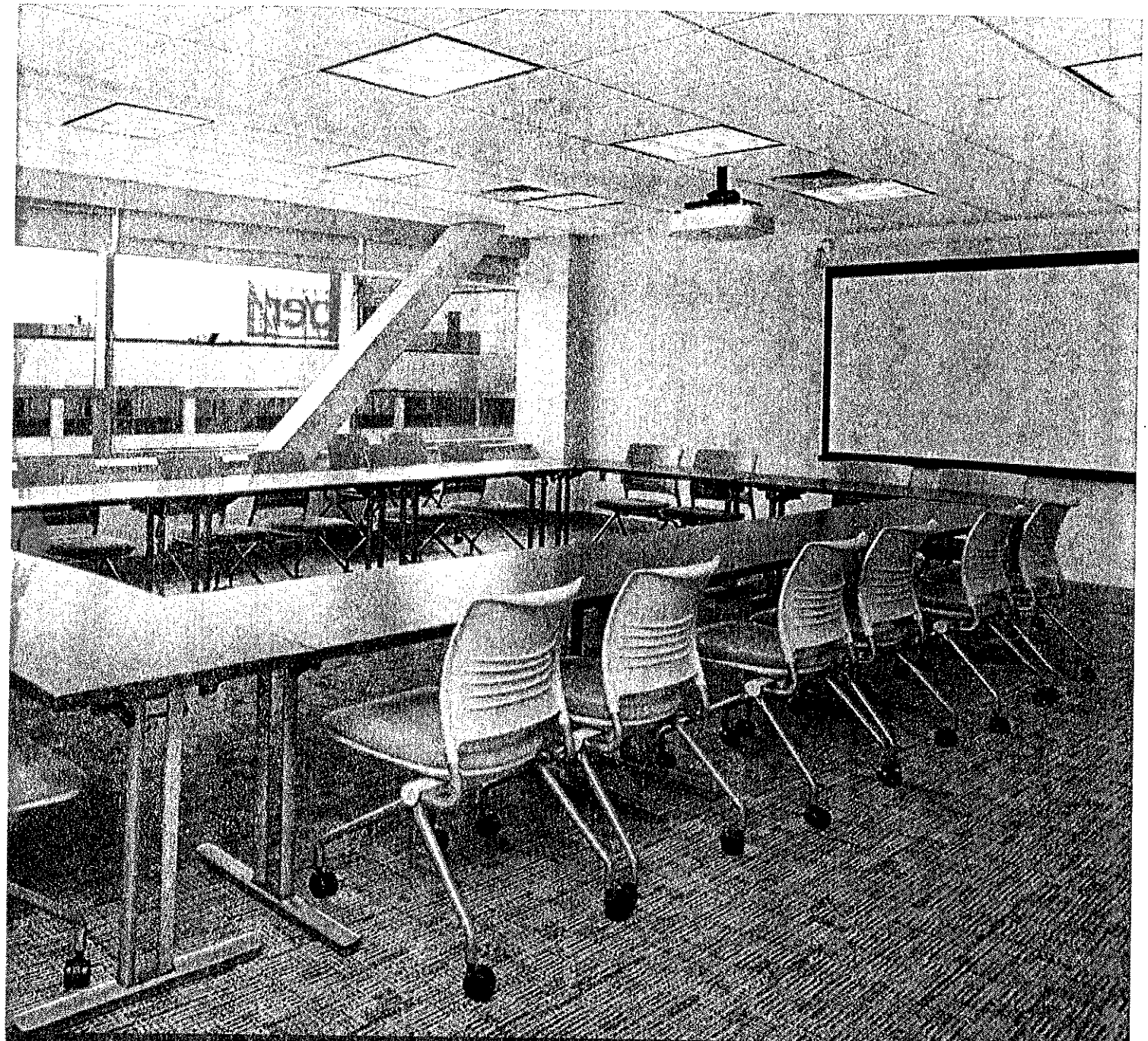
From/To	Acct No.	Description	Amount
From	0100-0587-004509	Facilities Enhancements	$3,605.88
To	0100-0587-003005	Furniture	$3,605.88

Attachments

Furniture Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/19/2020 10:50 AM
Budget Office	Ashlie Koenig	02/19/2020 11:18 AM
Form Started By: Wendy Coco		Started On: 02/19/2020 10:17 AM
Final Approval Date: 02/19/2020		



QUOTATION: LG20-42955/C

Wilco North Campus Bldg D115 Genesis

CREATED 1/22/2020 | REVISED 2/14/2020 | Valid Through 4/21/2020

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

QUOTATION

Wilco North Campus Bldg D115 Genesis

We are pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: LG20-42955/C

CREATED 1/22/2020 / REVISED 2/14/2020 | **Valid Through 4/21/2020**

PRODUCT TOTALS	$3,605.88
See Quote Detail Summary	$0.00
GRAND TOTAL	**$3,605.88**

Requested Delivery Date: To be Determined

Sales Team:

Sold To
To be Determined

End User
To be Determined

Ship To
To be Determined

Installation
To be Determined

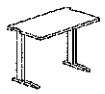
Loretta Gray
Dealer Rep
Loretta@techcenterdesign.com
(512) 407-8447

Client Notes:

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

QUOTATION

CREATED	1/22/2020
VALID THROUGH	4/21/2020
Prepared By	Loretta Gray
Quote Filename	Wilco North Campus Bldg D115 Genesis - LG20-42955/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: D115 Genesis							
4.1	GCCT24484824S/F-74P	Genesis Tripod Corner,Fixed Ht,74P Edge,24x48x48x24"	1		$968.32	**$968.32**	
		PowerUp Module Location	No data	/PUN			
		Modesty Panel Option	No modesty panel	/NM			
		Wire Trough	No wire trough	/NW			
		Grommet Option	Overhead grommets no	/OGN			
		Transition Legs	Both transition feet	/TB			
		Base Finish	Champagne Metallic w/light tone trough	/CM			
		Edge Color	Misty Brown edge	/EMY			
		Surface Finish	Additional Laminates	Additional			
		Additional Laminates	WILSONART - 2 week additional lead time	/LW			
		WILSONART - 2 week additional lead time	TUNGSTEN EV - MATTE	/481460			
4.2	GSTR2448S/F-74P	Genesis Basic Rectangular,Fixed Height,74P Edge,24x48"W	1		$659.20	**$659.20**	
		Modesty Panel Option	No modesty panel	/NM			
		Wire Trough	No wire trough	/NW			
		Transition Legs	Both transition feet	/TB			
		Base Finish	Champagne Metallic w/light tone trough	/CM			
		Edge Color	Misty Brown edge	/EMY			
		Surface Finish	Additional Laminates	Additional			
		Additional Laminates	WILSONART - 2 week additional lead time	/LW			
		WILSONART - 2 week additional lead time	TUNGSTEN EV - MATTE	/481460			
		PowerUp Module Location and Grommet Option	No data	/PUN			
		Grommet Option	Overhead grommets no	/OGN			
4.3	ULP24FBBF	U-Series Freestanding Pedestal,Box/Box/File,24" Nominal Depth	1		$334.08	**$334.08**	
		Paint Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #106	/L106			
		Pull Style	U-Series pull (standard)	/USP			
4.4	ULP24FFF	U-Series Freestanding Pedestal,File/File,24" Nominal Depth	1		$369.28	**$369.28**	
		Paint Color	Champagne Metallic	/CM			
		Key Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #106	/L106			
		Pull Style	U-Series pull (standard)	/USP			
4.4	Install	Dissassemble/reassemble/install	1		$1,275.00	**$1,275.00**	
	No Image Available						
Tag 1: D115 Genesis					**WorkGroup Product Subtotal**	**$3,605.88**	

Quote Summary

Product SubTotal:	**$3,605.88**
Estimated Sales Tax:	**See Notes**
Quote Total:	**$3,605.88**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.

- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Prepared by Loretta Gray
Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Wilco North Campus Bldg D115 Genesis - LG20-42955

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to:
   TechCenter Design, Inc.
   P.O. Box 91705
   Austin TX 78709

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your Sales Representative.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received. Purchase orders on hold are not released to manufacturing or assigned a delivery date. Order lead times begin once the order is released to manufacturing.

Commissioners Court - Regular Session **7.**

Meeting Date: 02/25/2020

Line Item Transfers of $500 or Less October-December 2019 FY20 02-11-2020

Submitted For: Melanie Denny **Submitted By:** Anabel Macias, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging line item transfers of $500.00 or less completed by the County Auditor during October - December 2019 (FY20 - 1st Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY20 OCT-DEC 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/11/2020 09:02 AM
Budget Office	Ashlie Koenig	02/11/2020 09:06 AM
Form Started By: Anabel Macias		Started On: 02/11/2020 08:37 AM
Final Approval Date: 02/11/2020		

FY20 LIT's Equal to or Less Than $500

Dept	*From/To*	*Line #*				*Amount*
District Court	From	001	0100	0435	004999	$ 1.41
	To	001	0100	0435	004931	$ 1.41
WCHC	From	01	0100	0636	004210	$ 49.66
	To	01	0100	0636	003100	$ 49.66
CC at Law #2	From	001	0100	0427	004999	$ 278.04
	To	001	0100	0427	003010	$ 278.04
Justice of the Peace Pct. 1	From	01	0100	0451	003900	$ 450.00
	To	01	0100	0451	004410	$ 450.00
Fleet Services	From	01	0882	0882	005003	$ 163.45
	To	01	0882	0882	004414	$ 163.45
Fleet Services	From	01	0882	0882	003001	$ 500.00
	To	01	0882	0882	004543	$ 500.00
Treasurer's Office	From	01	0100	0497	004999	$ 12.00
	To	01	0100	0497	004500	$ 12.00
Parks	From	01	0100	0510	003100	$ 146.62
	To	01	0100	0510	001109	$ 120.00
	To	01	0100	0510	002010	$ 9.18
	To	01	0100	0510	002020	$ 17.44
Facilities Department	From	01	0100	0509	003900	$ 200.00
	To	01	0100	0509	004705	$ 200.00
Haz-Mat	From	01	0100	0542	004231	$ 500.00
	To	01	0100	0542	003010	$ 500.00
Juvenile Services	From	01	0100	0576	003100	$ 500.00
	To	01	0100	0576	004211	$ 500.00
Justice of the Peace Pct. 1	From	01	0100	0451	004100	$ 40.00
	To	01	0100	0451	004216	$ 40.00
Texas A&M AgriLife Extension	From	01	0100	0665	004999	$ 16.73
	To	01	0100	0665	004211	$ 16.73
Department of Infrastructure	From	01	0100	0215	004999	$ 5.00
	To	01	0100	0215	001109	$ 5.00

Haz-Mat	From	01	0100	0542	004231	$	100.00
	To	01	0100	0542	004212	$	100.00
Public Affairs	From	01	0100	0401	004212	$	100.00
	To	01	0100	0401	004999	$	100.00
County Treasurer	From	01	0100	0497	004999	$	77.00
	To	01	0100	0497	003901	$	77.00
DPS-ABC-Georgetown	From	01	0100	0562	002050	$	0.04
	To	01	0100	0562	004850	$	0.04
Health District	From	01	0100	0630	004211	$	0.11
	To	01	0100	0630	004850	$	0.11
Facilities	From	01	0100	0509	005003	$	270.00
	To	01	0100	0509	004705	$	270.00
Facilities	From	01	0100	0509	005003	$	400.00
	To	01	0100	0509	004990	$	400.00
Justice of the Peace Pct. 3	From	01	0100	0453	004100	$	400.00
	To	01	0100	0453	004999	$	400.00
Justice of the Peace Pct. 3	From	01	0100	0453	004212	$	400.00
	To	01	0100	0453	004999	$	400.00

Commissioners Court - Regular Session **8.**

Meeting Date: 02/25/2020

Compensation Items

Submitted By: Sharon Graham, 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 Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	02/20/2020 09:27 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:37 AM
Form Started By: Sharon Graham		Started On: 02/20/2020 09:18 AM
Final Approval Date: 02/20/2020		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-Sum	Pay Proposal Reason	Effective Date of Change
Human Resources	Coordinator.1760.001100.	13613	$59,650.50	$596.44	1.00	$60,246.94		MERIT	6-Mar-20
Human Resources	Dev Analytics.0007	12874	$86,421.92	$864.24	1.00	$87,286.16		MERIT	6-Mar-20
Human Resources	Analyst.1795.001100.	12844	$56,798.82	$568.10	1.00	$57,366.92		MERIT	6-Mar-20
Information Systems	Engineer.0955.001100.Y	13592	$85,932.86	$2,148.38	2.50	$88,081.24		MERIT	6-Mar-20
Juvenile Services	Juv.1053.001100.	15090	$32,214.12	$1,288.56	4.00	$33,502.68		MERIT	28-Feb-20
Juvenile Grant	1 Grant.1029.00	14935	$40,991.10	$1,639.64	4.00	$42,630.74		MERIT	6-Mar-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0402	001100	2028.78	
01	0100	0402	001130		2028.78
01	0100	0503	001100	2148.38	
01	0100	0503	001130		2148.38
01	0100	0576	001100	2928.2	
01	0100	0576	001130		2928.2

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
886: Benefits	1623	n/a	n/a	n/a	n/a				Reclass of position title/grade from Sr Benefits Specialist (B23) to HR Analyst (B26).	3/6/2020
Information Systems	0966	n/a	n/a	n/a	$97,991.92	$77,827.38	$20,164.54		Reclass of position title/grade from Telecom Administrator (B33) to Systems Engineer (B33). Reallocation of surplus position funds to facilitate reclass changes to positions 1756, 0952, 1628, 0726, 1757, 1708.	2/21/2020
Information Systems	1756	04524	$90,468.04	$93,017.60	$90,467.95	$93,017.60		$2,549.65	Reclass of position title/grade from Server Engineer (B33) to IT Manager (B34). Funds reallocated from PCN 0966	2/21/2020
Information Systems	0952	13068	$97,378.06	$100,880.00	$97,378.10	$100,880.00		$3,501.90	Reclass of position title/grade from Analyst III (B34) to IT Architect (B35). Funds reallocated from PCN 0966	2/21/2020
Information Systems	1628	13339	$55,957.98	$58,240.00	$55,958.00	$58,240.00		$2,282.00	Reclass of position title/grade from System Support Specialist III (B26) to System Administrator I (B29). Funds reallocated from PCN 0966	2/21/2020
Information Systems	0726	11832	$49,410.73	$53,279.74	$49,410.73	$53,279.74		$3,869.01	Reclass of position title/grade from Warehouse Coordinator II (B19) to Lead Warehouse Coordinator (B21). Funds reallocated from PCN 0966	2/21/2020
Information Systems	1757	12067	$79,631.50	$82,816.76	$79,631.53	$82,816.76		$3,185.23	Reclass of position title/grade from Developer II (B33) to Database Engineer (B34). Funds reallocated from PCN 0966	2/21/2020
Information Systems	1708	14892	$47,722.25	$52,499.00	$47,722.25	$52,499.00		$4,776.75	Reclass of position title/grade from IT Specialist I (B25) to IT Specialist II (B26). Funds reallocated from PCN 0966	2/21/2020
882: Fleet Services	1945	n/a	n/a	n/a	$39,554.05	$41,517.84		$1,963.79	Reallocation of position funds from PCN 0923 to accommodate external hire	2/28/2020
882: Fleet Services	0923	n/a	n/a	n/a	$56,330.95	$54,367.16	$1,963.79		Reallocation of position funds to PCN 1945 to accommodate external hire	2/28/2020
Animal Services	1886	n/a	n/a	n/a	n/a	n/a	n/a		Grade Change Only: from B.41 to B.39	2/21/2020

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 02/25/2020

V/E Assets for Auction 2.25.20

Submitted For: Randy Barker **Submitted By:** Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 2.25.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 08:34 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:39 AM
Form Started By: Randy Barker		Started On: 02/07/2020 09:30 AM
Final Approval Date: 02/20/2020		

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC1FR624940
Equipment/Door Number	SB1513
License Plate	1218195
Year	2015
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	trans. failure and high mileage @ 119,714
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 2/1/2020 5:50 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/6/2020 3:44 PM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 2/6/2020 3:59 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/6/2020 4:12 PM
Purchasing Department Signature Acknowledgement	✔ Randy Barker 2/7/2020 9:24 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 02/25/2020

Property Tax Collections – January 2020

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of January 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010120-013120 GWI-RFM

010120-013120 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:25 AM
Form Started By: Renee Clark		Started On: 02/20/2020 10:17 AM
Final Approval Date: 02/20/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 1-31, 2020

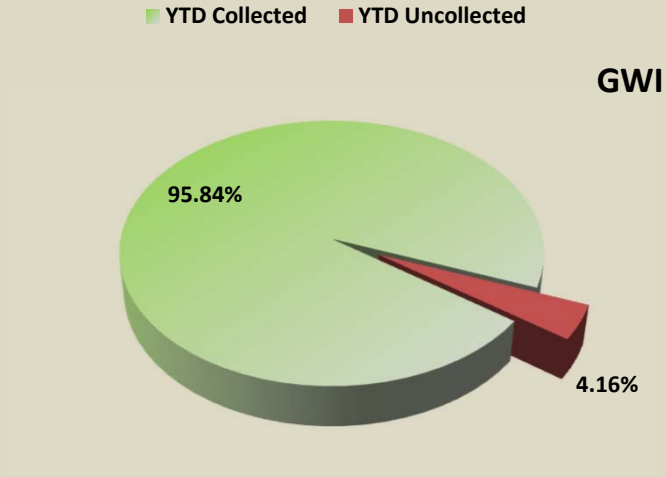
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	$206,460.88	$288,287,191.38	$99,859,911.50	$0.00	($102,508.46)	$11,993,644.34	$276,293,547.04	95.84%	95.84%	96.05%
2018 & Prior	$2,372,220.70	($627,989.56)	$1,744,231.14	$36,073.75	$18,303.31	$0.16	$1,955,816.05	($211,584.91)	-12.13%	-6.69%	
Rollbacks	$365,097.69	$622,733.12	$987,830.81	$346,168.84	$0.00	($0.39)	$266,823.36	$721,007.45	72.99%	72.99%	
Total All	$290,818,048.89	$201,204.44	$291,019,253.33	$100,242,154.09	$18,303.31	($102,508.69)	$14,216,283.75	$276,802,969.58	95.12%	95.15%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$27,355,408.62	$22,680.11	$27,378,088.73	$9,502,728.45	$0.00	($9,792.73)	$1,128,803.01	$26,249,285.72	95.88%	95.88%	96.08%
2018 & Prior	$208,455.77	($58,621.20)	$149,834.57	$3,542.21	$1,697.67	$0.02	$169,013.23	($19,178.66)	-12.80%	-6.84%	
Rollbacks	$33,250.27	$57,449.92	$90,700.19	$31,668.51	$0.00	($0.04)	$24,551.09	$66,149.10	72.93%	72.93%	
Total All	$27,597,114.66	$21,508.83	$27,618,623.49	$9,537,939.17	$1,697.67	($9,792.75)	$1,322,367.33	$26,296,256.16	95.21%	95.24%	

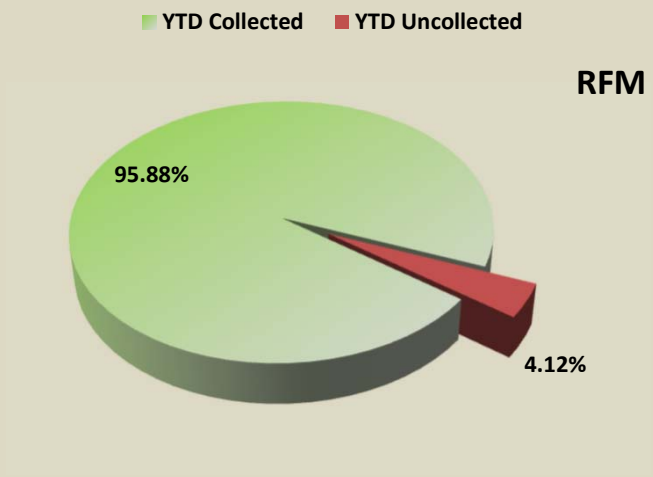
2019 COMBINED MONTHLY BREAKDOWN

Oct-19	$318,415,163.55	$69,338.91	$318,484,502.46	$7,496,527.39	$48,223.83	$1,321.80	$310,986,653.27	$7,497,849.19
Nov-19	$318,484,502.46	$694,814.30	$319,179,316.76	$16,104,942.86	$10,400.61	$590.80	$295,575,933.91	$23,603,382.85
Dec-19	$319,179,316.76	($484,593.07)	$318,694,723.69	$169,824,788.05	$25,118.81	$3,263.02	$125,263,289.77	$193,431,433.92
Jan-20	$318,694,723.69	($56,846.87)	$318,637,876.82	$109,780,093.26	$20,000.98	($112,301.44)	$15,538,651.08	$303,099,225.74

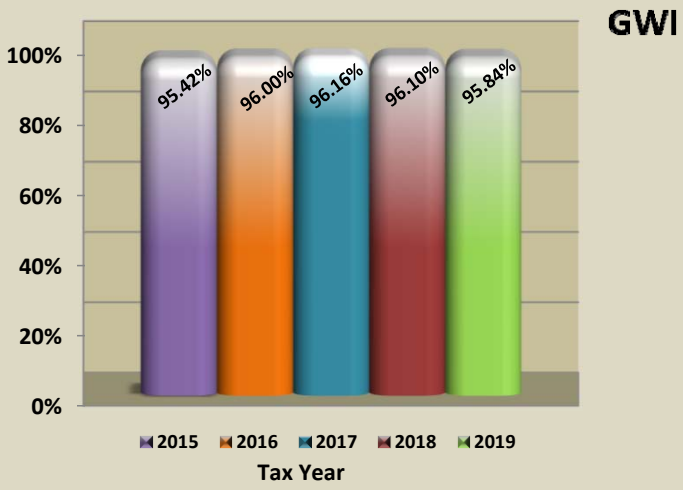
Year to Date Collection Report
October 1, 2019 - January 31, 2020



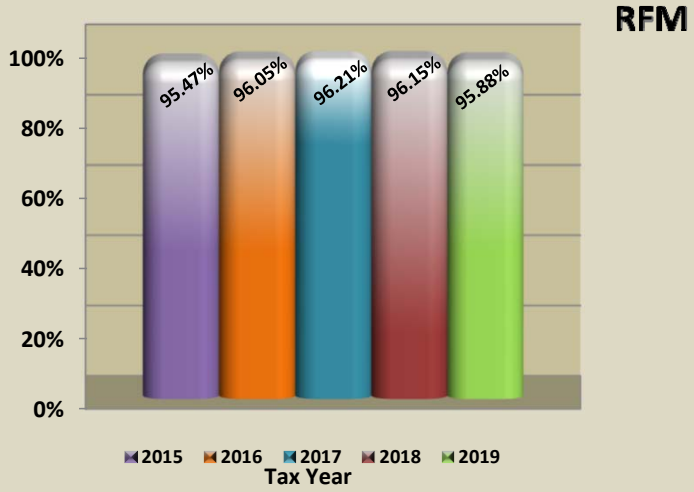
Year to Date Collection Report
October 1, 2019 - January 31, 2020



Percent of Roll Collected Comparison
January 2015-2019



Percent of Roll Collected Comparison
January 2015-2019



Commissioners Court - Regular Session **11.**

Meeting Date: 02/25/2020

Property Tax Refunds – Over 2500 – Thru 02/20/2020

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 02/20/2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020720-022020 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:39 AM
Form Started By: Renee Clark		Started On: 02/20/2020 11:36 AM
Final Approval Date: 02/20/2020		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: February 20, 2020

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of February 20, 2020

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
02/13/2020	73821	HOLT TEXAS LTD	Multiple Accounts - Double payment	-5,852.96
02/13/2020	73822	CHESMAR HOMES	Multiple Accounts - Over & Double payments	-44,875.73
02/13/2020	73823	STRIVE DENTAL MANAGEMENT LLC	P407559 - Overpayment	-4,564.66
02/13/2020	73824	ACME BRICK COMPANY	R323068 - Double payment	-8,898.23
02/13/2020	73825	MONTICELLO CUSTOM HOMES	R556628 - Double payment	-2,905.61
02/13/2020	73826	M/I HOMES OF AUSTIN LLC	Multiple Accounts - Double payments	-3,064.74
02/13/2020	73827	LAWRENCE JORDAN GABEL JR	R019839 - Double payment	-3,965.83
02/13/2020	73835	WELLS FARGO HOME MORTGAGE	R567158 - Overpayment	-3,413.88
02/13/2020	73836	FRIES RESTAURANT MANAGEMENT LLC	Multiple Accounts - Overpayment	-26,340.51
02/13/2020	73837	GATEWAY MORTGAGE GROUP	R033832 - Double payment	-3,802.28
02/13/2020	73839	ASHOK JAVVAJI	R424426 - Double payment	-6,377.66
02/20/2020	73841	LERETA	R555685 - Overpayment	-7,565.04
02/20/2020	73842	DDELTA SCOTTSDALE LAND INC	R555837 - Overpayment	-189,133.44
02/20/2020	73843	PRINCESS CRAFT MANUFACTURING INC	P473800 - Overpayment	-5,007.10
Total Refunds Payable - Taxpayers				-315,767.67
TOTAL				**-315,767.67**

Commissioners Court - Regular Session **12.**

Meeting Date: 02/25/2020

Cash donation for VA from Gina Weesner for Sheriff's Office

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a cash donation to the Williamson County Sheriff's Office Victim Assistance Division from Gina Weesner in the amount of $100.00 pursuant to Tex. Loc. Gov Code 81.032.

Background

Gina Weesner serves as a Sheriff's Office VA volunteer and wanted to make a cash donation to the VA Division.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:36 AM
Form Started By: Starla Hall		Started On: 02/20/2020 10:25 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 02/25/2020

Continuing education hours

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider noting in the minutes acceptance of County Commissioner Continuing Education Transcript of Terry Cook and noting successful completion of continuing education hours for 2019 as required in Section 81.0025 of the Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Assoc. CEUs

2019 Continuing Education transcript

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2020 01:58 PM
Form Started By: Garry Brown		Started On: 02/18/2020 11:10 AM
Final Approval Date: 02/18/2020		

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2019 - 12/31/2019

Hon. Terry Cook
Commissioner
Williamson County
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908
Phone: (512) 244-8610
Fax: (512) 244-8616

ID:
244164
Term:
1/1/2018 - 12/31/2019

Date	Description	Earned Hours
1/1/2019	Excess hours carried from 2018	8.00
1/11/2019	Urban Counties Education & Policy Conference	11.50
6/5/2019	2019 Conference of the County Investment Academy	15.00
9/6/2019	2019 Legislative Conference	9.50
11/6/2019	District 8 County Judges & Commissioners Court Conference	6.75
	Total Hours Earned: 50.75	

You have met your 2019 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 2/5/2020

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

2019 Continuing Education
Terry Cook
Transcript

Date	Description	Earned Hours
1/01/2019	Excess Hours carried from 2018	8.00
1/11/2019	Urban Counties Education & Policy Conference	11.50
5/29/2019	TAC Cybersecurity Awareness Module 1	.25
6/3-5/2019	2019 Conference of County Investment Academy	15.00
8/02/2019	TAC Cybersecurity Awareness Module 2	.25
9/4-6/2019	TAC 2019 Legislative Conference (need documentation)	9.50
9/19/2019	TAC Cybersecurity Awareness Module 3	.25
11/06/2019	Texas A&M AgriLife Extension District 8 County JJC	6.75
12/02/2019	TAC Cybersecurity Awareness Module 4	.25
		51.75

February 18, 2020

Commissioners Court - Regular Session **14.**

Meeting Date: 02/25/2020

Racial Profiling Report Pct. 3

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the 2019 Racial Profiling Report for Pct. 3 Constable Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Con3RP2019

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2020 03:53 PM
Form Started By: Patrick Hurley		Started On: 02/18/2020 02:36 PM
Final Approval Date: 02/18/2020		

Racial Profiling Report | Full

Reporting Date: 01/30/2020

Agency Name: WILLIAMSON CO. CONST. PCT. 3
TCOLE Agency Number: 491103

Chief Administrator: BILLY K. STOFLE

Agency Contact Information:
Phone: (512) 943-1434
Email: kstofle@wilco.org

Mailing Address:
100 Wilco Way, Suite C-101
GEORGETOWN, TX 78626

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the WILLIAMSON CO. CONST. PCT. 3 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 3 policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
a.) the race or ethnicity of the individual detained;
b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
a.) the Commission on Law Enforcement; and
b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: PATRICK D. HURLEY, Chief Deputy

Date: 01/30/2020

Total stops: 525

Gender	
Female	**202**
Male	**323**
Race / Ethnicity	
Black	48
Asian / Pacific Islander	17
Hispanic / Latino	350
White	104
Alaska Native / American	6
Was race or ethnicity known prior to stop?	
Yes	7
No	518
Reason for stop?	
Violation of law	3
Preexisting knowledge	4
Moving traffic violation	373
Vehicle traffic violation	145
Street address or approximate location of the stop	
City street	267
US highway	62
County road	42
State highway	154
Private property or other	0
Was a search conducted?	
Yes	8
No	517
Reason for Search?	
consent	1
contraband	0
probable	1
inventory	2

ncident to arrest	4

Was Contraband discovered?

Yes	0
No	8

Description of contraband

Drugs	0
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0

Result of the stop

Verbal warning	93
Written warning	344
Citation	81
Written warning and arrest	1
Citation and arrest	0
Arrest	6

Arrest based on

Violation of Penal Code	0
Violation of Traffic Law	1
Violation of City Ordinance	0
Outstanding Warrant	6

Was physical force resulting in bodily injury used during stop?

Yes	0
No	525

Submitted electronically to the

The Texas Commission on Law Enforcement

Commissioners Court - Regular Session **15.**

Meeting Date: 02/25/2020

2019 Racial Profiling Report

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the 2019 Racial Profiling Report from Williamson County Constable 4.

Background

The Texas Code of Criminal Procedure requires that no later than March 1st of each year every law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency. A report required under Subsection (b) must be submitted by the Chief Administrator and must include a comparative analysis of the information compiled under Article 2.132.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/18/2020 09:29 AM
Form Started By: Brian Olson		Started On: 02/14/2020 02:54 PM
Final Approval Date: 02/18/2020		

Racial Profiling Report | Full

Reporting Date: 01/17/2020

Agency Name: WILLIAMSON CO. CONST. PCT. 4
TCOLE Agency Number: 491104

Chief Administrator: MARTIN D. RUBLE

Agency Contact Information:
Phone: (512) 352-4181
Email: mruble@wilco.org

Mailing Address:
412 Vance Street, Ste 3
TAYLOR, TX 76574

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the WILLIAMSON CO. CONST. PCT. 4 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 4 policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
a.) the race or ethnicity of the individual detained;
b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
a.) the Commission on Law Enforcement; and
b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Brian Olson, Chief Deputy

Date: 01/17/2020

Total stops: 311

Gender	
Female	**138**
Male	**173**
Race / Ethnicity	
Black	35
Asian / Pacific Islander	5
Hispanic / Latino	238
White	28
Alaska Native / American	5
Was race or ethnicity known prior to stop?	
Yes	9
No	302
Reason for stop?	
Violation of law	80
Preexisting knowledge	0
Moving traffic violation	163
Vehicle traffic violation	68
Street address or approximate location of the stop	
City street	179
US highway	92
County road	22
State highway	15
Private property or other	3
Was a search conducted?	
Yes	5
No	306
Reason for Search?	
consent	2
contraband	1
probable	0
inventory	2

ncident to arrest	0

Was Contraband discovered?

Yes	1
No	4

Description of contraband

Drugs	1
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0

Result of the stop

Verbal warning	257
Written warning	5
Citation	49
Written warning and arrest	0
Citation and arrest	0
Arrest	0

Arrest based on

Violation of Penal Code	0
Violation of Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	0

Was physical force resulting in bodily injury used during stop?

Yes	0
No	311

Submitted electronically to the

The Texas Commission on Law Enforcement

Commissioners Court - Regular Session **16.**

Meeting Date: 02/25/2020

County Attorney January 2020 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney January 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:41 AM
Form Started By: Stephanie Lloyd		Started On: 02/20/2020 10:35 AM
Final Approval Date: 02/20/2020		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

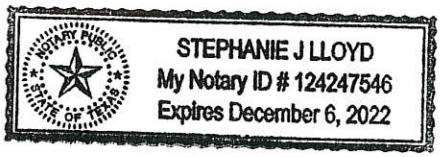
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of January, 2020.

DEE HOBBS
COUNTY ATTORNEY

On this 20th day of February, 2020, to certify which witness my hand and seal of office.

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	09-Jan-2020	28358	REC#2019-3938	$ 60.00
			21-Jan-2020	28398	REC# 2018-3909, 2019-6103	$ 656.40
		CO ATTY 1	10-Jan-2020	28364	REC#2019-0195	$ 60.00
			17-Jan-2020	28393	REC# 2019-0829	$ 100.00
			27-Jan-2020	28419	REFUND 2019-0829	($ 100.00)
			30-Jan-2020	28430	REC#2018-4530, 2019-1872	$ 430.75
		CO ATTY 2	17-Jan-2020	28393	REC# 2019-0291, 2019-4912	$ 120.00
			27-Jan-2020	28419	2015-7582, 2019-1726	$ 1,085.00
207015 Total						**$ 2,412.15**
341300	0406	CO ATTY HC	13-Jan-2020	28370	CHECK FEE - DECEMBER 2019	$ 970.00
341300 Total						**$ 970.00**
351000	0364	CO ATTY INTERVENTION	06-Jan-2020	28343	REC#2018-7056	$ 500.00
			08-Jan-2020	28354	REC#2019-1152, 2019-2718, 2019-3938, 2019-5348	$ 1,580.00
			09-Jan-2020	28358	REC#2018-6844, 2019-0195, 2019-4348, 2019-4954	$ 2,000.00
			13-Jan-2020	28370	REC#2018-4671, 2019-0034, 2019-0291, 2019-2727, 2019-3720, 2019-4912	$ 2,720.00
			14-Jan-2020	28379	REC#2019-2967, 2019-4638	$ 860.00
			17-Jan-2020	28393	REC# 2018-3909	$ 360.00
			23-Jan-2020	28411	REC#2019-1726, 2019-2478, 2019-5224	$ 1,220.00
			28-Jan-2020	28422	REC#2019-4564, 2019-4957, 2019-0951, 2019-3472, 2019-3035	$ 2,360.00
			29-Jan-2020	28427	REC#2018-6348, 2019-2720, 2019-3201, 2019-5522	$ 1,860.00
			30-Jan-2020	28430	REC#2019-1638, 2019-3284, 2019-3909	$ 1,360.00
		CO ATTY INTERVENTION 1	22-Jan-2020	28407	REC#2018-6839, 2019-0963, 2019-1291, 2019-2397, 2019-3618, 2019-3968, 2019-5882, 2019-2456	$ 3,720.00
		CO ATTY INTERVENTION 2	22-Jan-2020	28407	REC#2018-6050, 2019-2733, 2019-3947	$ 1,360.00
351000 Total						**$ 19,900.00**
352200	0100	CO ATTY	08-Jan-2020	28354	CAUSE#19-1272-CC3/WIDMER,SEAN	$ 2,400.00
		CO ATTY 2	10-Jan-2020	28364	CAUSE#19-1455-CC3, 19-1634-CC2, 19-1645-CC1	$ 4,050.00
			23-Jan-2020	28411	CAUSE#19-1888-CC2/VILLANUEVA, BRYAN	$ 4,000.00
			29-Jan-2020	28427	CAUSE#19-1915-CC1/FLEMING,WYNSTON	$ 5,000.00
			30-Jan-2020	28430	CAUSE#19-1455-CC3/HERNANDEZ,JOHSUA	$ 3,200.00
		CO ATTY 3	17-Jan-2020	28393	CAUSE#19-1903-CC1/COOPER,JONTARIUS	$ 2,000.00
352200 Total						**$ 20,650.00**
365100	0100	CO ATTY 1	29-Jan-2020	28427	REC#2019-1896	$ 300.00
		CO ATTY 2	14-Jan-2020	28379	REC#2018-2840, 2019-4638	$ 600.00
365100 Total						**$ 900.00**
370500	0100	CO ATTY 1	23-Jan-2020	28411	SUBPOENA FOR SUNSET MEADOWS	$ 15.05
	0406	CO ATTY HC	13-Jan-2020	28370	OVERPAYMENTS	$ 1.58
370500 Total						**$ 16.63**
Grand Total						**$ 44,848.78**

January 2020 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
1/3/2020	Brandon Morris	$60.00	19-04236-2	1/7/2020
		60.00		
Date	Payor	Amount	Case #	Deposit Date
1/7/2020	Erin Mitchell	$60.00	19-00280-1	1/9/2020
		60.00		
Date	Payor	Amount	Case #	Deposit Date
1/9/2020	Oscar Villarreal	$60.00	19-00558-2	1/14/2020
1/9/2020	Lorraine Pilarski	$60.00	19-05012-2	1/14/2020
1/9/2020	Hector Barrera	100.00	19-00878-1	1/14/2020
		220.00		
Date	Payor	Amount	Case #	Deposit Date
1/14/2020	Erik Alviter-Hernandez	$130.00	19-05958-3	1/16/2020
1/14/2020	Bryan Williams	$526.40	18-04709-3	1/16/2020
		656.40		
1/21/2020	Paulette Peterson	$60.00	19-02298-3	1/23/2020
1/22/2020	Cameron Couch	$1,025.00	15-07974-1	1/23/2020
		1,085.00		
1/27/2020	Joshua Maravill	$200.00	19-02377-2	1/28/2020
1/27/2020	Evelyn Reece	$230.75	18-04392-1	1/28/2020
		430.75		
1/28/2020	Frank Botello	$60.00	19-03681-1	1/30/2020
1/28/2020	Madison Grainger	$60.00	19-01875-3	1/30/2020
		120.00		
1/30/2020	Thomas Aguilar	$60.00	19-03549-3	2/4/2020
		60.00		

Check Stub Detail

County Attorney

Pay To **The UPS Store #1394**

Date **01/08/2020**

Printed **01/08/2020**

Number **53130**

Total **233.93**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
18-00235	Keltch, Melissa	7/11/2018	181		83.23	**113.23**
	Restitution					83.23
	Merchant Fee					30.00
18-00236	Keltch, Melissa	7/12/2018	182		16.39	**46.39**
	Restitution					16.39
	Merchant Fee					30.00
18-00238	Keltch, Melissa	7/5/2018	176		44.31	**74.31**
	Restitution					44.31
	Merchant Fee					30.00

Check Stub Detail

County Attorney

Pay To **H.E.B. CHECK SERVICES**

Date **01/08/2020**

Printed **01/08/2020**

Number **53136**

Total **3,852.34**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
15-00748	HURST, JULIAN R	7/20/2015	541		192.00	**222.00**
	Restitution					192.00
	Merchant Fee					30.00
15-00749	HURST, JULIAN R	7/21/2015	582		150.00	**180.00**
	Restitution					150.00
	Merchant Fee					30.00
18-00146	Machen-Decker, Lisa	3/30/2018	2936		182.00	**212.00**
	Restitution					182.00
	Merchant Fee					30.00
18-00147	Machen-Decker, Lisa	3/29/2018	2935		83.21	**113.21**
	Restitution					83.21
	Merchant Fee					30.00
18-00148	Machen-Decker, Lisa	4/2/2018	2937		79.10	**109.10**
	Restitution					79.10
	Merchant Fee					30.00
18-00149	Machen-Decker, Lisa	4/4/2018	2938		162.00	**192.00**
	Restitution					162.00
	Merchant Fee					30.00
18-00156	Pratt, Gaylen	4/19/2018	1016		200.00	**30.00**
	Restitution					30.00
18-00246	Hullum, Tammie M	6/15/2018	819		483.03	**150.00**
	Restitution					120.00
	Merchant Fee					30.00
18-00394	Galindo, Mary J	9/15/2018	104		150.00	**100.00**

Check Stub Detail

County Attorney

	Restitution				100.00
19-00288	Perez, Efrain	7/7/2019	129	72.29	**94.52**
	Restitution				72.29
	Merchant Fee				22.23
19-00289	Perez, Efrain	7/5/2019	127	28.60	**58.60**
	Restitution				28.60
	Merchant Fee				30.00
19-00332	Fontenot, Richard	8/10/2019	522	38.33	**8.33**
	Restitution				8.33
19-00333	GALINDO, ERNESTO	8/2/2019	950	82.00	**112.00**
	Restitution				82.00
	Merchant Fee				30.00
19-00334	GALINDO, ERNESTO	8/4/2019	952	89.31	**58.00**
	Restitution				28.00
	Merchant Fee				30.00
19-00336	Garza, Julio A	8/8/2019	96	202.00	**232.00**
	Restitution				202.00
	Merchant Fee				30.00
19-00337	Sabado, Gloria L	7/23/2019	1100	34.04	**64.04**
	Restitution				34.04
	Merchant Fee				30.00
19-00340	Fontenot, Richard	8/11/2019	523	72.17	**102.17**
	Restitution				72.17
	Merchant Fee				30.00
19-00344	Poole, Mia G	8/23/2019	300	80.10	**110.10**
	Restitution				80.10
	Merchant Fee				30.00
19-00357	Linder, Jessica	9/6/2019	6493	206.21	**70.00**

Check Stub Detail

County Attorney

	Restitution				40.00
	Merchant Fee				30.00
19-00361	Schiller, Stacy	8/22/2019	1353	175.00	**120.00**
	Restitution				90.00
	Merchant Fee				30.00
19-00362	Strange, Susan	8/25/2019	1530	36.03	**66.03**
	Restitution				36.03
	Merchant Fee				30.00
19-00367	Baldwin, Matthew	9/9/2019	1146	202.00	**232.00**
	Restitution				202.00
	Merchant Fee				30.00
19-00368	BOULDIN, SOKCHEA	9/22/2019	1523	59.50	**89.50**
	Restitution				59.50
	Merchant Fee				30.00
19-00369	BOULDIN, SOKCHEA	9/22/2019	1522	59.11	**89.11**
	Restitution				59.11
	Merchant Fee				30.00
19-00372	Hamby, Kristina R	9/8/2019	1034	67.67	**97.67**
	Restitution				67.67
	Merchant Fee				30.00
19-00377	Sladek, Todd	9/23/2019	1061	39.96	**69.96**
	Restitution				39.96
	Merchant Fee				30.00
19-00387	Abbott, Williams B	9/18/2019	3968	60.48	**90.48**
	Restitution				60.48
	Merchant Fee				30.00
19-00388	Abbott, William B	9/18/2019	3967	37.48	**67.48**
	Restitution				37.48
	Merchant Fee				30.00

Check Stub Detail

County Attorney

19-00389	Abbott, William B	9/21/2019	3972	37.48	**67.48**
	Restitution				37.48
	Merchant Fee				30.00
19-00393	Stewart, Tracy E	9/24/2019	1022	20.73	**50.73**
	Restitution				20.73
	Merchant Fee				30.00
19-00397	ROBLES, DANIEL	10/18/2019	1581	200.00	**230.00**
	Restitution				200.00
	Merchant Fee				30.00
19-00398	Ontiveros, Josefina G	10/18/2019	0116	68.04	**35.00**
	Restitution				5.00
	Merchant Fee				30.00
19-00399	Gutierrez, Maria M	10/5/2019	58	117.61	**147.61**
	Restitution				117.61
	Merchant Fee				30.00
19-00403	Bishop, Sindy L	10/14/2019	1350	151.22	**181.22**
	Restitution				151.22
	Merchant Fee				30.00

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County Attorney

Pay To **Williamson County Treasurer - HC**

Date **01/08/2020**

Printed **01/08/2020**

Number **53138**

Total **971.58**

Check ID #	Defendant Name	Check Date	Check #	Case Data	Check Amt	Amount
15-00748	HURST, JULIAN R	7/20/2015	541		192.00	**30.00**
	Check Fee					30.00
15-00749	HURST, JULIAN R	7/21/2015	582		150.00	**30.00**
	Check Fee					30.00
18-00146	Machen-Decker, Lisa	3/30/2018	2936		182.00	**30.00**
	Check Fee					30.00
18-00147	Machen-Decker, Lisa	3/29/2018	2935		83.21	**15.00**
	Check Fee					15.00
18-00148	Machen-Decker, Lisa	4/2/2018	2937		79.10	**15.00**
	Check Fee					15.00
18-00149	Machen-Decker, Lisa	4/4/2018	2938		162.00	**30.00**
	Check Fee					30.00
18-00235	Keltch, Melissa	7/11/2018	181		83.23	**15.00**
	Check Fee					15.00
18-00236	Keltch, Melissa	7/12/2018	182		16.39	**15.00**
	Check Fee					15.00
18-00238	Keltch, Melissa	7/5/2018	176		44.31	**15.00**
	Check Fee					15.00
18-00246	Hullum, Tammie M	6/15/2018	819		483.03	**50.00**
	Check Fee					50.00
18-00259	Keltch, Melissa	8/13/2018	194		97.39	**15.00**

Check Stub Detail

County Attorney

	Check Fee				15.00
18-00265	Keltch, Melissa	7/13/2018	183	133.41	**30.00**
	Check Fee				30.00
18-00307	Keltch, Melissa	5/30/2018	171	104.09	**30.00**
	Check Fee				30.00
19-00175	Clark, Sarah	2/2/2019	311	677.55	**25.00**
	Check Fee				25.00
19-00206	Leon, Jose Armando	2/11/2019	1025	254.85	**30.00**
	Check Fee				30.00
19-00207	Leon, Jose Armando	2/11/2019	1024	409.40	**50.00**
	Check Fee				50.00
19-00289	Perez, Efrain	7/5/2019	127	28.60	**15.00**
	Check Fee				15.00
19-00333	GALINDO, ERNESTO	8/2/2019	950	82.00	**15.00**
	Check Fee				15.00
19-00334	GALINDO, ERNESTO	8/4/2019	952	89.31	**15.00**
	Check Fee				15.00
19-00336	Garza, Julio A	8/8/2019	96	202.00	**30.00**
	Check Fee				30.00
19-00337	Sabado, Gloria L	7/23/2019	1100	34.04	**15.00**
	Check Fee				15.00
19-00340	Fontenot, Richard	8/11/2019	523	72.17	**15.00**
	Check Fee				15.00

Check Stub Detail

County Attorney

19-00344	Poole, Mia G	8/23/2019	300	80.10	**15.00**
	Check Fee				15.00
19-00357	Linder, Jessica	9/6/2019	6493	206.21	**30.00**
	Check Fee				30.00
19-00361	Schiller, Stacy	8/22/2019	1353	175.00	**30.00**
	Check Fee				30.00
19-00362	Strange, Susan	8/25/2019	1530	36.03	**15.00**
	Check Fee				15.00
19-00367	Baldwin, Matthew	9/9/2019	1146	202.00	**30.00**
	Check Fee				30.00
19-00368	BOULDIN, SOKCHEA	9/22/2019	1523	59.50	**15.00**
	Check Fee				15.00
19-00369	BOULDIN, SOKCHEA	9/22/2019	1522	59.11	**15.00**
	Check Fee				15.00
19-00372	Hamby, Kristina R	9/8/2019	1034	67.67	**15.00**
	Check Fee				15.00
19-00377	Sladek, Todd	9/23/2019	1061	39.96	**15.00**
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19-00380	Almaraz, Robert	9/13/2019	6795	66.25	**15.75**
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	Overpayment (Retained by County)				0.75
19-00381	Huddleston, Brady J	8/6/2019	1016	1,500.00	**50.00**
	Check Fee				50.00
19-00384	West, Anthony	10/8/2019	1069	48.24	**15.00**

Check Stub Detail

County Attorney

	Check Fee				15.00
19-00387	Abbott, Williams B	9/18/2019	3968	60.48	**15.56**
	Check Fee				15.00
	Overpayment (Retained by County)				0.56
19-00388	Abbott, William B	9/18/2019	3967	37.48	**15.00**
	Check Fee				15.00
19-00389	Abbott, William B	9/21/2019	3972	37.48	**15.00**
	Check Fee				15.00
19-00393	Stewart, Tracy E	9/24/2019	1022	20.73	**15.27**
	Check Fee				15.00
	Overpayment (Retained by County)				0.27
19-00397	ROBLES, DANIEL	10/18/2019	1581	200.00	**30.00**
	Check Fee				30.00
19-00398	Ontiveros, Josefina G	10/18/2019	0116	68.04	**15.00**
	Check Fee				15.00
19-00399	Gutierrez, Maria M	10/5/2019	58	117.61	**30.00**
	Check Fee				30.00
19-00403	Bishop, Sindy L	10/14/2019	1350	151.22	**30.00**
	Check Fee				30.00
19-00406	Adams, Michelle	10/5/2019	123	69.88	**15.00**
	Check Fee				15.00

January 2020 PTI

date	payor	amount	control #	deposit date	deposit total
1/2/2020	Tommy Kasper	500.00	2018-7056	1/3/2020	500.00
		500.00			
1/3/2020	Catarina Rosario	360.00	2019-5348	1/6/2020	1,580.00
1/3/2020	Rosnell Funderburke	360.00	2019-1152	1/6/2020	
1/3/2020	Brandon Morris	500.00	2019-3938	1/6/2020	
1/3/2020	Steven Gerdes	360.00	2019-2718	1/6/2020	
		1,580.00			
1/7/2020	Erin Mitchell	500.00	2019-0195	1/8/2020	
1/7/2020	Caleb McMahan	500.00	2019-4348	1/8/2020	
1/7/2020	Brittany Hidrogo	500.00	2018-6844	1/8/2020	
1/6/2020	Erika Elizondo	500.00	2019-4954	1/8/2020	
		2,000.00			
1/9/2020	Oscar Villarreal	360.00	2019-0291	1/10/2020	
1/9/2020	Lorraine Pilarski	500.00	2019-4912	1/10/2020	
1/9/2020	Jeremy Harrison	500.00	2019-0034	1/10/2020	
1/9/2020	Kaitlyn Torres	360.00	2019-3720	1/10/2020	
1/8/2020	Lauren Clarke	500.00	2019-2727	1/10/2020	
1/8/2020	Shaun Briggs	500.00	2018-4671	1/10/2020	
		2,720.00			
1/10/2020	Cole Oman	360.00	2019-4638	1/13/2020	
1/10/2020	Tyler Pufahl	500.00	2019-2967	1/13/2020	
		860.00			
1/14/2020	Bryan Williams	360.00	2018-3909	1/15/2020	
		360.00			
1/15/2020	Johnbryan Angelus	500.00	2019-2397	1/17/2020	
1/15/2020	Karen Oneil	360.00	2019-2456	1/17/2020	
1/15/2020	George Righter	500.00	2019-1291	1/17/2020	
1/15/2020	Stephen Jecker	500.00	2018-6839	1/17/2020	
1/15/2020	Marina Rosales	360.00	2019-0963	1/17/2020	
1/16/2020	Roland Gilbert	500.00	2019-3968	1/17/2020	
1/16/2020	Brenda Britton	500.00	2019-5882	1/17/2020	
1/16/2020	Donald Stewart	500.00	2019-3618	1/17/2020	
		3,720.00			
1/17/2020	Brenna Ottavi	500.00	2019-2733	1/21/2020	
1/17/2020	Joseph Brown	360.00	2019-3947	1/21/2020	
1/17/2020	Anna Ojeda	500.00	2018-6050	1/21/2020	
		1,360.00			
1/21/2020	Jacob Smith	360.00	2019-2478	1/22/2020	
1/21/2020	Paulette Peterson	500.00	2019-1726	1/22/2020	
1/21/2020	Ernest Arguelles	360.00	2019-5224	1/22/2020	
		1,220.00			
1/22/2020	Charles Phillips	500.00	2019-4957	1/24/2020	
1/22/2020	Gilbert Saiz	360.00	2019-4564	1/24/2020	
1/22/2020	Karissa Jo Laffoon	500.00	2019-0951	1/24/2020	
1/23/2020	Cynthia Juarez	500.00	2019-3472	1/24/2020	
1/23/2020	Samantha Lozano	500.00	2019-3035	1/24/2020	
		2,360.00			
1/24/2020	Jeremy Davila	500.00	2019-3201	1/27/2020	
1/24/2020	Joshua Burts	500.00	2018-6348	1/27/2020	
1/24/2020	Colin Brown	360.00	2019-2720	1/27/2020	
1/24/2020	Travis Caldwell	500.00	2019-5522	1/27/220	
		1,860.00			
1/28/2020	Osayuware Igbinadolor	360.00	2019-3909	1/29/2020	
1/28/2020	Frank Botello	500.00	2019-3284	1/29/2020	
1/28/2020	Madison Grainger	500.00	2019-1638	1/29/2020	
		1,360.00			
1/29/2020	Alicia Menchaca	500.00	2019-4208	1/31/2020	
1/29/2020	Jose Ponce	500.00	2019-4923	1/31/2020	
1/30/2020	Thomas Aguilar	360.00	2019-3637	1/31/2020	
1/30/2020	Monica Osteen	500.00	2019-3709	1/31/2020	
1/30/2020	Enrique Mendez	500.00	2019-1790	1/31/2020	
1/29/2020	Seth Keene	360.00	2019-4844	1/31/2020	
		2,720.00			
1/31/2020	Tatyana Montemayor	500.00	2019-1637	2/3/2020	
1/31/2020	Desiree Hoover	500.00	2019-6102	2/3/2020	
1/31/2020	Matthew Lebron	500.00	2019-4807	2/3/2020	
		1,500.00			

January 2020 PTI Court Appointed Atty

1/10/2020	Cole Oman	300.00	2019-4638	1/13/2020	
1/10/2020	Thomas Rodriguez	300.00	2018-2840	1/13/2020	
1/24/2020	Kirstie Brown	300.00	2019-1896	1/27/2020	

Commissioners Court - Regular Session **17.**

Meeting Date: 02/25/2020

Exemption request for Armstrong Forensic Lab

Submitted For: Randy Barker **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Armstrong Forensic Laboratory, Inc. from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county and authorizing execution of the agreement.

Background

The County Attorney's Office wishes to procure laboratory testing services for marijuana/hemp testing in response to the Legislature passing laws redefining marijuana based on the percentage of THC in the product. This change in the law requires a new type of testing that previously was not required in order to establish our criminal marijuana cases. Funding source is from Trial Expenses line item 01.0100.0475.004932.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Armstrong Forensic Lab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 11:10 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:14 AM
Form Started By: Brenda Fuller		Started On: 02/20/2020 10:24 AM
Final Approval Date: 02/20/2020		

Armstrong
Forensic Laboratory, Inc.

PROPOSAL FOR LABORATORY TESTING SERVICES AND STATEMENT OF QUALIFICATIONS

For

Services Associated with Controlled Substance Identification and Blood Alcohol Concentration Analyses

Submitted to:
Mr. John McKinney
Williamson County
405 MLK West 7th
Georgetown, TX 78626
Jdmckinney@wilco.org

Submitted by:
Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, Texas 76012
www.AFLab.com
(817) 275-2691

October 30, 2019

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Attachments

Attachment A: Copies of Accreditations, Certifications, Licenses and Registrations
A-1: ANAB Certificate of Accreditation and Certificate of Scope of Accreditation
A-2: TxFSC Crime Lab Accreditation
A-3: U.S. DOJ DEA Controlled Substance Registration Certificate
Attachment B: Client Specific Chain of Custody Example
Attachment C: Client Specific Laboratory Report Example

1.0 INTRODUCTION

Armstrong Forensic Laboratory, Inc. (Armstrong) offers this Proposal for Controlled Substance Identification and Blood Alcohol Concentration Analyses (Proposal) and Armstrong's Statement of Qualifications (SOQ) to the Williamson County . This Proposal includes Armstrong's full range of qualifications and support services directly related to laboratory analysis of evidence submitted for controlled substances identification or blood alcohol concentration.

1.1 ORGANIZATIONAL QUALIFICATIONS

As an ISO/IEC 17025; 2005 Accredited Crime Lab through ANSI National Accredited Board (ANAB) and the Texas Forensic Science Commission (TxFSC), Armstrong is uniquely qualified to serve as Williamson County support laboratory of choice based on Armstrong's competency, knowledge, and experience in the fields of forensic investigation, laboratory analysis, and courtroom testimony that directly correlate with the identification of controlled substances and analysis of evidence blood alcohol concentration (BAC).

Armstrong was incorporated in 1981. Armstrong's services began in the field of forensic investigations and expanded to include environmental and industrial hygiene analysis and supporting services. Located in Arlington, Texas - the heart of the Dallas/Fort Worth area - and focused on providing quality, credentialed services to all of its clients, Armstrong quickly grew to become a full-service consulting analytical laboratory with a mission committing the organization to excellence in the production of analytical data and consulting services.

Armstrong's expertise is in comprehensive, analytical laboratory services that produce accurate, timely, and cost-effective results. Both the civilian and criminal litigation throughout the United States rely on the years of experience Armstrong's Consulting Experts have interpreting and presenting data and conclusions. Sample handling policies and procedures (sample receipt, chain-of-custody, control, and disposition) are able to withstand the scrutiny of any courtroom.

Armstrong also holds accreditations, certifications, licensures, and registrations through several other national and international organizations as well as State licenses and registrations, including: American Industrial Hygiene Association (AIHA), Texas Commission on Environmental Quality (TCEQ), National Environmental Laboratory Accreditation Committee (NELAC), Environmental Protection Agency (EPA), and Texas Department of Licensing and Regulation (TDLR). Copies of these certificates are available upon request.

1.2 OVERVIEW OF SERVICES

Armstrong is committed to performing the described scope of services in a competent, professional manner that includes timeliness of analysis and detailed report submittal. The general services proposed include:

- Client Representative assigned specifically to Williamson Countyfor administrative aspects of all projects;
- Project Manager/Technical Advisor (PM/TA) available to assure Williamson Countyand regulatory requirements are met as well as provide interpretive support as necessary;

- Experienced and qualified personnel for the secured transportation of evidence;
- Project specific chain-of-custody (COC) as requested;
- Analysis of evidence by a team of competent and qualified ANAB Analysts and Technical Reviewers to ensure accurate, defensible data with a case specific Analytical Report;
- Case specific affidavit and/or experienced and qualified ANAB Testifying Experts to provide supporting courtroom testimony as scheduled; and
- Secure temporary or long-term storage of evidence.

1.3 Laboratory Contacts

Contact information related to this Proposal includes:

Project Manager/Technical Advisor:

Kelly Wouters, PhD	(817) 275 - 2691 ext 312 (Office)
Laboratory Director	KWouters@AFLab.com (Email)

Administrative Questions:

Dawn Jones	(817) 275 - 2691 ext 324 (Office)
Office Manager	DJones@AFLab.com (Email)

Armstrong's physical location and general contact information is:

330 Loch'n Green Trail	(817) 275 - 1883 (Fax)
Arlington, Texas 76012	www.AFLab.com (Website)
(817) 275 - 2691 (Office)	AFLab@AFLab.com (General Email)

1.4 Laboratory Personnel Qualifications

Armstrong's Associates available to support Williamson Countycase work include: fully qualified Analysts, fully qualified Technical Reviewers (as defined by ANAB), and technical support and administrative personnel qualified and trained to ensure all work submitted by Williamson Countyrelated to this Proposal meets or exceeds recommendations and requirements for court-ready data/reports. In addition, Armstrong has fully qualified, knowledgeable and experienced expert consultants available for consultation and support from initial evidence receipt through courtroom presentation.

Table 1 notes Key Personnel assigned to support Williamson Countycase work.

Table 1: Key Personnel				
Position/ Job Function	**Name**	**Degrees & Certifications**	**Years Exp.**	**Years @ Armstrong**
Senior Consultant/Technical Advisor; ANAB Technical Reviewer, Analyst & Testifying Expert	Andrew Armstrong	PhD; Fellow-ABC; Fellow-AAFS	58	42
Laboratory Director; Senior Consultant; ANAB Technical Reviewer, Analyst & Testifying Expert	Kelly Wouters	PhD; Fellow-ABC	20	10
Laboratory Supervisor; ANAB Technical Reviewer, Analyst & Testifying Expert	Karen Deiss	BS	34	16
Senior Laboratory Analyst; ANAB Technical Reviewer, Analyst & Testifying Expert	Alexandra Easley	PhD	1	1
End of Table 1				

Additional ANAB Qualified Analysts and Technical Support Personnel (TSP) may be assigned as appropriate. Qualifications of any of Armstrong personnel associated with Williamson Countyprojects may be requested.

1.5 References

Arlington Police Department

Ms. Debbie Langjahr - BAC Report
Arlington Police Department
(817) 459-5356

Ms. Darla Taylor - Drug Reports
Arlington Police Department
(817) 804-2780

Since 2017, Armstrong has provided analytical and consultative support to Arlington Police Department in the area of controlled substance identification, blood alcohol analysis, evidence transport, testimony, and evidence storage as requested. In 2018, Armstrong has analyzed over 1,500 samples for the Arlington Police Department.

GRAND PRAIRIE POLICE DEPARTMENT

SERGEANT KENNETH ZACHARIAS

kzacharias@gptx.org (972) 237-8768

Since 2018, Armstrong has provided analytical and consultative support to Grand Prairie Police Department in the area of controlled substance identification, testimony, and evidence storage as requested. In 2018, Armstrong has analyzed over 800 samples for the Grand Prairie Police Department.

2.0 SCOPE OF SERVICES

2.1 OVERVIEW

Armstrong proposes a project specific scope of service that includes:

- Project Specific COC;
- Evidence receipt and confirmation of information;
- Photographic documentation of controlled substance evidence upon receipt at laboratory;
- Examination of evidence indicated for analysis;
- Identification and selection of samples and sub-samples;
- Initial and final weight of evidence, as appropriate;
- Appropriate and necessary analyses for controlled substance is based on characteristics of evidence, including but not limited to:
    - FTIR;
    - Qualitative GC/MS;
    - Microscopical Examination(s);
    - Spot Test(s).
    - Analyses will conform to ASTM or SWGDrug standards and guidelines as appropriate.
- THC Qualitative and Quantitative is performed by GC-FID;
- Blood alcohol concentration is performed by GC-FID on a specialized piece of equipment, an Agilent 6890 Series GC Flex AutoSampler;
- Court-ready Laboratory Analytical Report;
- Affidavit of Analysis as requested; and
- Secure, temporary evidence storage pending return shipment or transport.

Armstrong will perform the appropriate testing as described in the Scientific Working Group for Analysis of Seized Drugs (SWGDrug) Recommendations for Code of Professional Practice; Education and Training; Methods of Analysis; and Quality Assurance and/or ASTM Standard Methods/Practices. Unless otherwise noted, Armstrong proposes to analyze only those items of evidence that are not considered extraneous items or paraphernalia. Only the physical material (solid or liquid) that would comprise the controlled substance will be analyzed. Unless otherwise allowed, sub-samples will be established in accordance with standard operating procedures.

For bulk submissions that exceed thirty (30) individual units, Armstrong proposes to release final laboratory reports in smaller groups as case files are completed. That is, Armstrong will not hold reports for individual arrest cases pending completion of other laboratory work.

2.2 Evidence Review and Confirmation of Case Information

Upon formal evidence receipt, the evidence is placed in the custody of a qualified ANAB Analyst for initial processing prior to analysis. The evidence and related administrative documentation are again compared against the COC to verify all information. Where discrepancies between the information (physical evidence, evidence labeling, and the COC) are identified the Williamson Countywill be contacted for resolution. Any changes made should be initialed and dated by the Williamson Countyand a corrected COC resubmitted to Armstrong.

Armstrong's SOP related to Forensic Recovery (FR) case work, such as evidence submitted by the Williamson County, require that the evidence and all related information be handled based on the presumption that the information and data generated by the laboratory will be presented in court. Given the variability of the projects that may be submitted for Forensic Recovery, the handling of the evidence upon check-in must be considered on a case-by-case basis and must always maintain the integrity of the evidence submitted. Many of these samples may require special examination, photographic documentation, and/or individual analytical assignment. After the submitted documentation (including the COC) is examined for completeness and a case file number is assigned, these samples are moved to a separate, secured evidence area until processing is begun.

2.3 Report Format and Affidavit of Analysis

Armstrong's Forensic Recovery Reports are generated by the consulting staff under the direction of the Vice President of Services and are processed under the direction of the Office Manager. Forensic Recovery Reports are issued for forensic case work designated as case type FR.

In accordance with Armstrong's SOPs and ANAB requirements, the Consultant(s) (ANAB Technical Reviewer/Analysts) responsible for the Case File will oversee report creation and submission. The Consultant may conduct, participate in, observe or supervise any tests, or will complete and document a review of all test documentation prior to preparing the final report. The responsible Consultant will document the review by initialing and dating each page of the data reviewed or a Document Review Cover Sheet identifying the data produced and reviewed that forms the basis of the conclusion(s) reached.

Any opinions and interpretations included in the report will be clearly identified and the basis upon which those opinions and interpretations are made will be documented. If no definitive conclusions can be reached, the reason(s) will be documented.

The final report will contain the following information, at a minimum:

- Date the report is issued;
- Name, address, and phone number of the Laboratory;
- Name and address of the Client;
- Name of Evidence Submitter;
- Name of all parties receiving a copy of the report;
- Page number and total number of pages of the report on each page;
- Name, title, and signature of the Analyst and/or Technical Reviewer;

- Unique Laboratory Case File identification number on every page;
- Description and identification of the samples and date(s) received by the laboratory, including the laboratory's unique identifier;
- Identification of the test method(s), the sample results, and conclusions;
- The condition/acceptability of the samples;
- Identification of the test method, analytical results, and reporting limit (if results are quantitated);
- Where relevant, a statement to the effect that the results relate only to the items tested; and
- Name, title, and signature of signatories accepting technical responsibility for the Report and of the analysis. The Technical Reviewer is considered the Primary Signatory and the Analyst is the Second Signatory.

In addition, where necessary for the interpretation of the analytical results, the report will include:

- Date of analysis;
- Deviations from, additions to, or exclusions from the test method, and information on specific test conditions, such as environmental conditions;
- A statement of compliance/non-compliance with requirements and/or specifications;
- If applicable, a statement on the estimated uncertainty of measurement, if relevant to the validity or application of the test results, when requested by the Client, or when the uncertainty affects compliance to a specification limit;
- Where appropriate and needed, opinions and interpretations; and
- Additional information required by the analytical method or by the Client.

If provided by the Client, and necessary for the interpretation of the test results, the report will include the following:

- Date of sample collection;
- An unambiguous identification of the substance, material or product sampled (including manufacturer, model or type designation, and serial number);
- The sample location, including diagrams, sketches or photographs;
- A reference to the sampling plans and sampling procedures used; and
- Standards or specifications for the sampling method or procedure and deviations, additions or exclusions from the standards or specifications.

All laboratory reports are stored electronically and the final report is printed on letterhead paper. Only one original is generated unless otherwise requested by the Williamson County. The Office Manager, Vice President of Services, President, or designated qualified office personnel will review all Forensic Recovery Reports as the Administrative Reviewer. All signatories will have reviewed the final report prior to signing in blue ink. Final reports issued to the Client via electronic delivery methods (email, facsimile, etc.) and/or mailed by U.S. Postal Service are considered final reports. If a

determination is made that a report that has been issued in the U.S. Postal Service should be modified or amended, it will only be reissued with a notation at the top of the report as "Amended". There will be an "Amended Report Tracking" table inserted at the end of the report and before the signature block noting the specifics related to any revision. To the extent possible, all signatures included on the original report will be included with the amended report.

Armstrong shall, where standard report format does not already, incorporate any requirements and recommendations for Final Reports as required, which may include:

- Title: Name of lab performing analysis;
- Date received by analyzing lab;
- Defendant(s) Name;
- Date of Offense;
- Offense Number;
- Findings: name(s) of controlled substance identified as listed in the Texas Controlled Substance Act;
- Net weight of sample; and
- Name of Analyst.

Attachment C is examples of Armstrong Laboratory Reports to be considered for use by Williamson County. Armstrong welcomes any changes/modifications considered appropriate by Williamson County. An Affidavit of Analysis is available for each case file upon request.

3.0 PROPOSED COST OF SERVICES

Armstrong presents the following Cost of Services for Controlled Substance Identification, Blood Alcohol Concentration and THC Identification and Concentration Analyses (Table 2) as its best cost proposal for laboratory analysis of controlled substances and supporting services.

Compensation for analysis or services not identified in this Proposal shall be agreed to by the Williamson Countyand Armstrong prior to assignment of analysis or services. Where time is of the essence, Williamson Countymay forgo negotiation of pricing and accept Armstrong's currently published fee schedule.

Table 2: Cost of Services

Line Item	Description of Service	Proposal Rate
	Controlled Substance Identification	
1A	Controlled Substances Full Scan (Note 1):	$125.00/Unit
1B	Additional Component(s) Reported, Same Sample (Note 2)	$50.00/Add'tl Cmpnt
1C	Quantitation of Component	$125.00/Unit
	THC Identification and Concentration	
2A	THC ID and Quantitation: Green leafy material	$195.00/Unit
2B	THC ID and Quantitation: ECig, Edibles, Non-green leafy material	$250.00/Unit
	Blood Alcohol Concentration	
3	Blood Alcohol Concentration	$90.00/Unit
	Non-Analytical Related Services	
4	Affidavit of Laboratory Analysis: On Request	$100.00/Case
5	Evidence Storage (6 mos.): On Request	$75.00/Case
6	Evidence Photo Documentation: Controlled Substance	No Charge
7	Evidence Pickup and Return	Call for Quote
	Consulting, Deposition and Court Presentation Fees	
	Andrew T. Armstrong, Ph.D., C.P.C (ALL)	
8A	Consultation, Travel, Phone and Standby	$395.00/Hr
8B	Court Presentation and Deposition	$495.00/Hr
8C	Video Deposition	$595.00/Hr

Table 2: Cost of Services		
Line Item	**Description of Service**	**Proposal Rate**
	Kelly Wouters, Ph.D. (ALL)	
9A	Consultation, Travel, Phone and Standby	$295.00/Hr
9B	Court Presentation and Deposition	$395.00/Hr
9C	Video Deposition	$495.00/Hr
	Alexandra Easley, Ph.D.	
10A	Consultation, Travel, Phone and Standby	$245.00/Hr
10B	Court Presentation and Deposition	$345.00/Hr
10C	Video Deposition	$445.00/Hr
	Additional Consulting Services	
11	Technician (In-house or Field)	$95.00/Hr
12	Video Taping and Production	$95.00/Hr
13	Computer Services (e.g. CAD, database search)	$95.00/Hr
14	Fax Transmission	No Charge
15	Mileage	$0.70/Mile
16	Expenses Related to Travel	Pass Through Cost
17	Event Charge (Note 3): Cost/Person/4-hr event	$200.00
Note 1	Controlled Substance Full Scan represents a full analysis (including weight) and report of the primary controlled substance in the item or sub-sample. Quantitative results (purity) are not included. Depending on the number of different units submitted as a single item, multiple sub-samples may be required for a complete analysis. For evidence that must be sub-sampled to meet analytical methodologies, each sub-sample will be treated as an individual unit. Armstrong maintains a library of reference standards including numerous synthetic drugs. If a submitted sample contains a controlled substance not already included in Armstrong's libraries, the purchase of a reference standard may be necessary to confirm the identification. In the event that additional cost is necessary, Armstrong will contact the Client for approval.	
Note 2	Additional component(s) identified in the same sample will be reported at a charge of $50.00 per additional component per sample. Additional Component is considered to mean any other potentially significant analyte identified within the results; controlled or non-controlled by the State of Texas.	
Note 3	Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of its standard work-shift. (Mon.- Fri., 7a.m. - 6 p.m.)	
End of Table 2		

3.1 Turn-Around Times and Batch Sizes

Armstrong is proposing a Standard TAT for Williamson Countycases work of twenty (20) business days for batch sizes that do not exceed thirty (30) units (discreet samples). Batch sizes greater than thirty (30) units may extend the TAT of the batch set.

There are expedited turn-around times available with an associated surcharge on the analytical cost. Details are below:

ASAP TAT	100% Analytical Surcharge
5 TAT	50% Analytical Surcharge

3.2 Consulting and Other Services

Armstrong has included hourly rates for the Consultants available for expert testimony and/or consultation services. Refer to Line Items 8 through 10. Additionally, Table 2 provides a section labeled "Other Services" for Williamson County consideration (Line Items 11 through 17). These items include costs/expenses related to non-standard services such as Field Technician.

4.0 PROPOSAL ACKNOWLEDGEMENT

Pricing detailed in Table 2, is valid for one (1) year from the date of the Proposal should Williamson Countycontract with Armstrong for these services. All services proposed will be provided as the proposed cost(s) at any time those services are performed for all case work submitted within the agreement period of one (1) year. That is, should testimony on a case that was originally analyzed in the 2019 proposal period, Armstrong will perform that service at the agreed rate. Armstrong reserves the right to initiate negotiations related to any proposed service or fee for work to be submitted after the end of the 2019 agreement period.

As a standard business policy, Armstrong's General Terms and Conditions effective at the time services are performed for Williamson County, will be incorporated into this proposal and any services provided by Armstrong by reference. A copy of Armstrong's General Terms and Conditions is available on request.

4.1 PROPOSAL ACCEPTANCE

This proposal is accepted and forms an agreement between Williamson Countyand Armstrong Forensic Laboratory, Inc.

For Williamson County:

Signature of Authorized Personnel	Date
Please Print Name	Title

For Armstrong Forensic Laboratory, Inc.:

Benjamin Armstrong	Feb 19, 2020
	Date
President	
Title	

Attachment A

Copies of Accreditations, Certifications, Licenses and Registrations

A-1: ANAB Certificate of Accreditation
and Certificate of Scope of Accreditation

A-2: TxFSC Crime Lab Accreditation

A-3: U.S. DOJ DEA Controlled Substance Registration Certificate

Attachment A-1: ANAB Certificate of Accreditation and Certificate of Scope of Accreditation

CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board
2000 Regency Parkway, Suite 430, Cary, NC 27518

This is to certify that

Armstrong Forensic Laboratory, Inc.

has been assessed by ANAB
and meets the requirements of

ISO/IEC 17025:2005

ASCLD/LAB-*International* Supplemental Requirements for Forensic Science Testing Laboratories:2011

while demonstrating technical competence in the field of

FORENSIC SCIENCE TESTING

Refer to the accompanying Scope of Accreditation for information regarding the types of tests to which this accreditation applies

Certificate Number: ALI-037-T

Valid to: 06/30/2021

Pamela L. Sale
Vice President, Forensics

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Attachments

Attachment A-1: ANAB Certificate of Accreditation and Certificate of Scope of Accreditation

ANSI-ASQ National Accreditation Board
ANAB

SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2005
ASCLD/LAB-International Supplemental Requirements for Forensic Science Testing Laboratories:2011

Armstrong Forensic Laboratory, Inc.
330 Loch'n Green Trail
Arlington, Texas 76012

FORENSIC SCIENCE TESTING

Valid to: June 30, 2021 Certificate Number: ALI-037-T

Discipline(s)	Categories of Testing
1.0 Drug Chemistry	1.1 Controlled Substances 1.2 Quantitative Analysis 1.3 General Chemical Testing
2.0 Toxicology	2.1 Human Performance Forensic Toxicology (blood alcohol only)
4.0 Trace Evidence	4.1 Paint 4.3 Fiber and Textiles 4.10 Fire Debris 4.15 General Physical and Chemical Analysis

Pamela L. Sale
Vice President, Forensics

2000 Regency Parkway, Suite 430, Cary, NC 27518
414-501-5494 www.anab.org

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Attachments

Attachment A-2: TxFSC Crime Lab Accreditation

TEXAS FORENSIC
SCIENCE COMMISSION
Justice Through Science
1700 North Congress Ave., Suite 445
Austin, Texas 78701

January 20, 2018

Armstrong Forensic Laboratory, Inc.
Dr. Andrew T. Armstrong
330 Loch'n Green Trail
Arlington, Texas 76012

RE: Renewal application for Texas Forensic Science Commission Accreditation under Title 37, Texas Administrative Code, Chapter 651.

Dear Dr. Armstrong:

With some exceptions, the Texas Code of Criminal Procedure, Article 38.35, requires Texas Forensic Science Commission (FSC) accreditation as a predicate to the admission of the forensic analysis of physical evidence and expert testimony relating to the evidence in a criminal case.

As the designee of the Texas Forensic Science Commission Presiding Officer, I have considered your renewal application based on your national accreditation from ANAB and grant full FSC Accreditation to Armstrong Forensic Laboratory, Inc. for the following forensic disciplines:

Controlled Substances
Trace Evidence
Toxicology (limited to blood alcohol only)

The term of ANAB accreditation is from 05/26/2017 to 06/30/2021 unless they have extended their accreditation as part of a routine renewal process. The term of FSC accreditation is from 9/1/2015 until such time that the accreditation from ANAB is no longer current.

FSC accreditation is contingent upon compliance with Title 37, Texas Administrative Code, Chapter 651, including requirements of reporting correspondence, reports or communication between the laboratory and the accrediting body. FSC accreditation will be automatically rescinded at the same date and time as ANAB withdraws your laboratory accreditation.

Best regards.

Sincerely,

Leigh M. Savage

Leigh M. Savage
FSC Accreditation Program Administrator

[P] 1.888.296.4232 • **[F]** 1.888.305.2432 • **[E]** info@fsc.texas.gov

Attachment A-3: U.S. DOJ DEA
Controlled Substance Registration Certificate

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RA0135295	06-30-2020	$244

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2, 3,3N,4,5	ANALYTICAL LAB	05-10-2019

ARMSTRONG FORENSIC LAB
330 LOCHNGREEN TRL
ARLINGTON, TX 76012-3458

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

Attachment B

Client Specific Chain of Custody Example

Armstrong Forensic Laboratory, Inc.

330 Loch'n Green Trail Arlington, Texas 76012-3481 817.275.2691 (voice) 817.275.1883 (fax) www.AFLab.com

Chain of Custody

Forensic Recovery

Contact:	**General Offense No.:**	**AFL Case No:**
Client: Williamson County	Date of Offense:	Date Received:
Address:	Defendant(s) Name(s):	TAT: Regular Rush Priority
		Services Requested
Phone No:	Email:	
Fax No:		

Lab Use Only	**Field Identification**	**Analysis**						

EXAMPLE

Notes:	Released By: (Signature)	Date/Time	Received By: (Signature)	Date/Time
	Released By: (Signature)	Date/Time	Received at Lab By:	Date/Time
Evidence Return:	Released By: (Signature)	Date/Time	Received By: (Signature)	Date/Time

Attachments

Attachment C
Client Specific Laboratory Report Examples

Armstrong
Forensic Laboratory, Inc
330 Loch'n Green Trail Texas 76012-3458
817-275-2691 Fax: 817-275-1883

Andrew T. Armstrong, PhD
Marion K. Armstrong, MSPH, MBA, CIH
Kelly L. Wouters, PhD
Karen M. Deiss, BS

LABORATORY REPORT FOR CONTROLLED SUBSTANCE IDENTIFICATION

Evidence Released By:		Date Released:	XXXXX
Evidence Released To:	**Armstrong Forensic Laboratory, Inc.**	Date Received:	XXXXX
Contract:	XXXXX	Lab File No.:	**B9FRXXXX**
General Offense No.:	XXXXX	Date of Offense:	XXXXX
Defendant's Name:	XXXXX	No. of Items:	X
Submitted:	X Evidence Bags	Type of Items:	XXXXX

Laboratory ID	Agency Item	Analysis Requested	Evidence Description
B9-XXXXA-001A	XXXXX	Controlled Substances	XXXXX

Lab Number: B9-XXXXA-001A **Type:** XXX

Weight of evidence on receipt: X.XX ± X.XX grams

Weight of evidence at completed analysis: X.XX ± X.XX grams

Requested Analysis	Results	Identification per Texas CSA	Method of Analysis	Analytical Technique	Date of Analysis
Controlled Substance	Positive	XXX	FTIR	Cat A	XX/XX/XX
	Positive	XXX	GC/MS	Cat B/Cat A	XX/XX/XX

Karen M. Deiss, BS Date
Senior Analyst
Texas Forensic Analyst License #0000010
ANAB, Certificate ALI-037-T

Kelly L. Wouters, PhD Date
Laboratory Director
Fellow, American Board of Criminalistics
Texas Forensic Analyst License #0000008

Evaluations for drugs of abuse are done by High Resolution Capillary Column Gas Chromatography/Mass Spectrometry (GC/MS) and Attenuated Total Reflectance-Fourier Transform Infrared Spectroscopy (ATR-FTIR) against a defined target analyte list (TAL). The analyses may detect other compounds of interest; these compounds will be reported. This combination of analytical techniques will detect and identify a broad range of drugs of abuse. They will not, however, detect all controlled substances. The uncertainty values reported represent an expanded uncertainty estimate at the 95.45% level of confidence.

Armstrong Forensic Laboratory, Inc. (Armstrong) is accredited through ANAB and the Texas Forensic Science Commission for criminal casework in the disciplines of Controlled Substances; Toxicology in the category of Blood Alcohol; and Trace Evidence in the categories of Paint, Fibers & Textiles, Fire Debris, and General Physical & Chemical Analysis. Unless noted otherwise, all work performed on this case was in accordance with these requirements and Armstrong's standard operating procedures.

Armstrong
Forensic Laboratory, Inc
330 Loch'n Green Trail Texas 76012-3458
817-275-2691 Fax: 817-275-1883

Andrew T. Armstrong, PhD
Marion K. Armstrong, MSPH, MBA, CIH
Kelly L. Wouters, PhD
Karen M. Deiss, BS

LABORATORY REPORT FOR BLOOD ALCOHOL ANALYSIS

Evidence Released By:		Lab File No:	**B9FRXXXX**
Evidence Released To:	**Armstrong Forensic Laboratory, Inc.**	Date Received:	XXXXX
Report Number:	XXXXX	Date of Offense:	XXXXX
Defendant's Name/DOB:	XXXXX	Submitted:	XXXXX

Laboratory ID	Agency Item	Analysis Requested	Evidence Description
B9 -XXXXA-002		Blood Alcohol Concentration	Whole Blood

Date of Analysis:		
Requested Analysis	Results	Units
Blood Alcohol Concentration (BAC)	± UM	grams of ethyl alcohol/100 milliliters of whole blood

Alexandra E. Easley, PhD Date	Kelly L. Wouters, PhD Date
Senior Analyst	Laboratory Director
Texas Forensic Analyst License #0001414	Texas Forensic Analyst License #0000008
ANAB, Certificate ALI-037-T	Fellow, American Board of Criminalistics

Evaluations for ethyl alcohol are done by heated dual column head-space gas chromatography in duplicate. Quantitative results are reported as Result +/- Uncertainty of Measurement (UM). The ethyl alcohol results are reported at a coverage probability 99.73%.

Armstrong Forensic Laboratory, Inc. (Armstrong) is accredited through ANAB and the Texas Forensic Science Commission for criminal casework in the disciplines of Controlled Substances; Toxicology in the category of Blood Alcohol; and Trace Evidence in the categories of Paint, Fibers & Textiles, Fire Debris, and General Physical & Chemical Analysis. Unless noted otherwise, all work performed on this case was in accordance with these requirements and Armstrong's standard operating procedures.

Armstrong
Forensic Laboratory, Inc
330 Loch'n Green Trail Texas 76012-3458
817-275-2691 Fax: 817-275-1883

Andrew T. Armstrong, PhD
Marion K. Armstrong, MSPH, MBA, CIH
Kelly L. Wouters, PhD
Karen M. Deiss, BS

LABORATORY REPORT FOR THC IDENTIFICATION AND CONCENTRATION

Evidence Released By:		Date Received:	XX/XX/XX
Evidence Released To:	**Armstrong Forensic Laboratory, Inc.**	Lab File No:	**B9FRXXXX**
PD Report Number:	XXXXX	Date of Offense:	XX/XX/XX
Defendant's Name/DOB:		No. of Items:	X
Submitted:	X Evidence Bags	Type of Items:	XXXXX

Laboratory ID	Agency Item	Analysis Requested	Evidence Description
B9-XXXX-001A	XXXXX	Controlled Substance and Concentration	XXXXX

Lab Number: B9-XXXXA-001A **Type:** XXX

Weight of evidence on receipt: X.XX ounces ± X.XX ounce

Weight of evidence at completed analysis: X.XX ounces ± X.XX ounce

Requested Analysis	Results	Identification	Method of Analysis	Analytical Technique	Date of Analysis
Controlled Substance	Positive	Cannabis *spp.*	Macroscopical Examination	Cat. B	XX/XX/XX
	Positive	Cannabis *spp.*	Microscopical Examination	Cat. B	XX/XX/XX
Concentration	16.0% ± 1.3%	*delta-9 Tetrahydrocannabinol*	Dual Column GC-FID	Cat. B/Cat. B	XX/XX/XX

Andrew T. Armstrong, PhD — Date
Certified Professional Chemist, AIC
Fellow, American Academy of Forensic Sciences
Texas Forensic Analyst License #0000011
ANAB, Certificate ALI-037-T

Evaluations for drugs of abuse are done by High Resolution Capillary Column Gas Chromatography/Mass Spectrometry (GC/MS), Gas Chromatography-Flame Ionization Detector (GC-FID) and/or Attenuated Total Reflectance-Fourier Transform Infrared Spectroscopy (ATR-FTIR) against a defined target analyte list (TAL). This combination of analytical techniques will detect and identify a broad range of drugs of abuse. They will not, however, detect all controlled substances. The uncertainty values reported represent an expanded uncertainty estimate at the 95.45% level of confidence.

Armstrong Forensic Laboratory, Inc. (Armstrong) is accredited through ANAB and the Texas Forensic Science Commission for criminal casework in the disciplines of Controlled Substances; Toxicology in the category of Blood Alcohol; and Trace Evidence in the categories of Paint, Fibers & Textiles, Fire Debris, and General Physical & Chemical Analysis. Unless noted otherwise, all work performed on this case was in accordance with these requirements and Armstrong's standard operating procedures.

Commissioners Court - Regular Session **18.**

Meeting Date: 02/25/2020

Friends Group Agreement - Berry Springs Park & Preserve

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and the Friends of Berry Springs Park and Preserve, Inc. The Friends are a volunteer organization designed to support the operations of Berry Springs Park and Preserve. The agreement has been reviewed and approved by Legal and Audit.

Background

In coordination with the Parks Department, the primary functions and purpose of the Friends Group is to:

•Provide volunteer assistance with routine park operations related to administrative and maintenance duties.

•Complete pre-approved projects designed to enhance park operations, visitor experiences and conservation based initiatives.

•Serve as volunteer guides to deliver interpretive/educational programs, hikes and assistance with special events.

•Serve as an advocate for the park to help generate and promote support, interest and awareness of the park, its resources and value to the community.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Friends Group Agreement - Berry Springs Park & Preserve

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:51 AM

Form Started By: Russell Fishbeck Started On: 02/19/2020 08:12 PM

Final Approval Date: 02/20/2020

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FRIENDS OF BERRY SPRINGS PARK AND PRESERVE, INC.

PREAMBLE

Williamson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the Friends of Berry Springs Park and Preserve, Inc., a Texas non-profit corporation (hereinafter referred to as the "Friends"), each entity acting by and through duly authorized officers, enter into the following Agreement Between Williamson County, Texas and Friends of Berry Springs Park and Preserve, Inc. (hereinafter referred to as the "Agreement").

WHEREAS, the County, owns Berry Springs Park and Preserve (hereinafter referred to as the "Park"), which is operated by the Williamson County Parks Department and which is managed for the benefit of the people; and

WHEREAS, the Friends is a nonprofit organization, incorporated under the laws of the State of Texas to support the operations, maintenance and the educational programs thereof; and

WHEREAS, the main purpose of the Friends is to assist with the programs and projects of the Park and raise funds for the programs and projects of the Park, and the role of the Friends also includes the normal business and social activities of such an organization in the raising of its funds.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

I. PURPOSES OF THE AGREEMENT

Jointly, the County and the Friends understand their purposes to be:

A. To interpret the natural and cultural resources of the Park to the visiting public.

B. To preserve and protect the natural and cultural resources of the Park.

C. To provide for the enjoyment and safety of visitors.

II. ORGANIZATIONAL REQUIREMENTS:

The Friends agrees that it will use its best efforts, in good faith to observe and comply with the following requirements and will continue to do so during the entire term of this Agreement:

A. That it is a corporation organized under the laws of the State of Texas; is in the process of attaining a non-profit status determination from the Internal Revenue Service; and will submit to County a valid determination letter upon receipt of same evidencing that it is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1954, as amended, and that it will carry out the fiscal, business, legal, and tax responsibilities of a nonprofit 501(c) (3) corporation.

B. That it will promptly notify the County of any change in its status under Subsection A.

C. That it will comply with all applicable rules, regulations and laws now in effect including but not limited to County guidelines for nonprofit partners or which may be promulgated during the term of this Agreement by the County or by any municipality, county, state, or federal authority having jurisdiction.

D. That it will observe all applicable local laws in localities in which it conducts activities, including obtaining solicitation permits if required.

E. That it conducts fund raising appeals and other activities to achieve site goals as provided in the Friends' adopted bylaws and County guidelines as set out in Appendix A.

F. That each new member of its board of directors will be given a notebook with copies of this Agreement, Articles of Incorporation, By-Laws, the most recent financial audit, and information on board membership.

G. That the Friends will notify the County's Designee of all meetings of the Friends, its general membership, managing board, and committees in advance so that the County's Designee has ample opportunity to attend. The County's Designee shall also receive copies of the Articles of Incorporation and Bylaws of the Organization and any amendments to these documents.

III. FINANCIAL AND SOLICITATION ISSUES

The Friends represents and warrants that it meets the following requirements and will continue to do so during the entire term of this Agreement:

A. That the Friends will solicit gifts of money or services for the Park only for those projects with written approval from the County and Friends Board of Directors.

B. That the Friends will contribute all net profits or income as may be derived from its activities at or in the name of the Park for the purposes authorized in and in the manner prescribed in this Agreement and the Friends Bylaws.

C. That the Friends will not engage in any activity for the private profit of any individual or organization.

D. If the Friends desires to use park facilities for Concession or other related commercial purposes, the Friends must enter into a separate Concessionaire contract with the County, subject to all applicable County rules and regulations.

E. That funds received and expended by the Friends from whatever source and whatever purposes shall be accounted for under a system of accounts and financial controls meeting accepted professional standards for non-profit charitable organizations.

F. That the Friends will maintain, in good form, a record of all financial transactions relative to its activities under this Agreement, including but not limited to: purchase orders, invoices, receipts, canceled checks, bank statements, ledgers, income statements and transactions and the County may inspect those records at any time during normal operating hours and upon reasonable notice to the Friends.

G. That all such records, reports, and files will be retained for a period of five (5) years.

H. That upon termination of this Agreement, copies of all such records, reports, and files will be furnished to the County. The Friends recognizes that such records, reports and files may become subject to the Public Information Act once furnished to the County.

IV. RESPONSIBILITIES OF THE FRIENDS

The Friends represents and agrees that it will do the following during the term of this Agreement:

A. That by October 1 of each year, the Friends and the County's Designee will jointly prepare a list of facility development and/or programming projects that it proposes to support in the following year.

B. To become familiar with the current Operational Plan of the Park and ensure that projects proposed by the Friends will be consistent with the plan as of the effective date of this Memorandum of Agreement and the natural and/or historical setting of the Park.

C. To submit all materials prepared for public distribution; including but not limited to individual promotional activities, brochures, or any other form of publicity or visual media to the County's Designee for formal review and written approval prior to its release.

D. The Friends agree and acknowledge that it shall use due diligence in selecting members that will understand, respect and adhere to the values and mission of the Williamson County Parks Department, and that will abide by the terms set forth in this Agreement and all applicable rules and regulations adopted by the County. At any time during the term of this Agreement, County may require that the Friends conduct third party background checks, at its expense, on any of its members that provide on-site work or interaction with the public.

E. The Friends agree to require third parties with whom the Friends enter into agreements to abide by the terms set forth in this Agreement herein and to abide by all applicable rules and regulations adopted by the County.

F. To submit a park activity use request for any fundraising or membership activities to the County's Designee at least two months prior to the proposed activity date to obtain prior written approval from the County's Designee before beginning any such activity.

G. That the proposed activities must be consistent with the operational plan of the Park.

H. Submit an Annual Report each year no later than the 15th calendar day following County's Designee's request for such Annual Report, which includes the following information:
   1. Names, titles and mailing addresses of the group's officers and board members.
   2. Approximate number of members of the group.
   3. Description of donations by the group to the Park during the previous year, including cash, materials and services and showing percent of income used for administration.
   4. A list of any special events conducted by the group during the year.
   5. A completed IRS Form 990.

I. Accomplish all activities under this Agreement in compliance with the rules governing the relationship between the County and nonprofit organizations, attached and incorporated herein for all purposes as Appendix A. The County reserves the right to amend said rules or adopt additional rules governing the relationship between the County and nonprofit organizations, as it deems necessary.

V. RESPONSIBILITIES OF THE COUNTY

The County represents and agrees that it will do the following during the term of this Agreement:

A. Recognize the Friends as an authorized fundraising organization for the benefit of the Park, subject to Commissioners Court approval.

B. That by October 1 of each year, the County's Designee and the Friends will jointly develop a list of proposed facility development and/or programming projects for which to pursue funding for consideration by the County and the Friends.

C. Provide to the Friends a copy of the current Operational Plan of the Park and provide amendments, changes or revisions.

D. To return all printed materials submitted to the County for approval within thirty days of receipt.

E. The Friends may request that the County make available tours, interpretive events and inspections for individuals and groups, and the County's Designee may grant such requests whenever such activities do not infringe or detract from normal administration, visitor activities and services of the Park. The Friends shall request such tours and events through the County's Designee within a reasonable time period in advance of any requested tour or event.

VI. NATURE OF AGREEMENT

The Friends and the County expressly acknowledge that nothing in this Agreement is intended or should be construed to assign any control, management, direction, and policy over the Park to the Friends.

VII. GENERAL

A. All obligations of the County hereunder are subject to the availability of funds and to such direction and instructions as may have been or are hereafter provided by the Commissioners Court.

B. The parties shall work together to resolve any disputes, and if the parties are unable to resolve a dispute within thirty (30) days following the date in which one party sent written notice of the dispute to the other party, and if a party wishes to pursue the dispute, such dispute shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

D. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

F. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, FRIENDS SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF FRIENDS, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. FRIENDS HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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VIII. COUNTY DESIGNEE

A. The County's Designee will be the Williamson County Parks and Recreation Director. The County's Designee will have full authority and responsibilities for such matters as are specifically referred to in this Agreement as capable of being performed by the County's

Designee. In the event of differences of opinion, which cannot be resolved by the Friends and the County's Designee, any of the parties may appeal in writing through normal supervisory channels to the County Commissioners Court.

B. The Friends agrees that the County's Designee will be notified of all meetings of the Friends, its general membership, managing board, and committees at least twenty-four (24) hours in advance so that ample opportunity to attend is granted.

IX. NON-ASSIGNABILITY; SUCCESSORS AND PERMITTED ASSIGNS

This Agreement or any part hereof or the administration or performance of any activity or service performed by the Friends hereunder cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the County. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

X. NON-DISCRIMINATION

A. The Friends will not discriminate in its employment practices against any individual because of race, color, religious creed, ancestry, age, sex, national origin, or disability.

B. The Friends will comply with the requirements of Chapter 21 of the Tex. Labor Code, and will not deny to any person because of his or her race, color, sex, religious creed, ancestry, national origin, or handicap or disability any of the accommodations, advantages, facilities, or privileges of the premises or made available in connection with activities conducted on the premises.

C. The Friends will comply with all other applicable provisions of Chapter 21 of the Texas Labor Code.

XI. TERMINATION

Either party will have the right to terminate this Agreement at will upon three months' written notice to the other. If changes in state law or County policy render it necessary, the County may terminate the Agreement with ten (10) days' notice. Upon termination of this Agreement or upon dissolution of the Friends corporation, all assets of the Friends raised for the benefit of the Park or in connection with activities conducted on the premises will become the property of the County, if so desired by the County, without consideration therefor. Any such funds received by the County will be deposited in the County's account and will be used exclusively for the operation or development of the Park.

XII. NOTIFICATION AND COMMUNICATION

Written communication shall be addressed as follows:

If to the County:

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

With copy to:

Williamson County Parks and Recreation Department
Attn: Director
219 Perry Mayfield
Leander, TX 78641

If to the Friends:

Friends of Berry Springs Park and Preserve, Inc.
Attn: Karen Schnell
1801 CR 152
Georgetown, TX 78626

XIII. TERM OF AGREEMENT

This Agreement takes effect upon the date of the last party's execution herein-below (hereinafter the "Effective Date") and shall continue for one year thereafter (hereinafter the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms until which time it is terminated by either party as provided herein.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the County. Any consent by the State to or waiver of a breach by the Friends, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

XV. INTEGRATION

This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement, to be effective as of the Effective Date.

FRIENDS OF BERRY SPRINGS PARK AND PRESERVE, INC.

By: Karen Schnell

Printed Name: Karen Schnell

Title: President

Date: Feb 14, 2020

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

Appendix A

Subject to state law and County's regulations and policies, and any changes that may occur in such state laws, regulations and policies, Friends shall comply with the following requirements:

A. General Provisions

Friends shall:

1. Adopt a conflict of interest policy that precludes board members from benefiting financially from any business decision of Friends;
2. publish an annual report each year and make it available to the general public; and
3. make its current IRS 990 return, its annual audit, and a copy of its application to the IRS for exempt status available to the general public upon request.

C. County Employee Involvement

1. No County employee shall hold a paid position with Friends, nor will any County employee receive direct personal benefits from Friends.
2. Friends may, however, reimburse County employees for legitimate, documented expenses.

D. Accounting and Reporting

1. The Friends shall adopt financial procedures that govern acceptance of and access to:
    a. donor-restricted funds;
    b. unrestricted funds; and
2. County employees shall not directly spend or obligate Friends' funds. Friends and its employees will control all expenditures.

Appendix B

County Nonprofit Partner Financial Report

Nonprofit Partner Name _____

Affiliated Site Name _____

Part I. INCOME

1. Monetary contributions, gifts and/or grants received ..... _____

2. Revenue received from programs or services ..... _____

3. Membership dues .... _____

4. Investment income ..... _____

5. Special events or other fundraising activities
   a. Gross revenue not included in line 1..... _____

   b. Less expenses incurred ..... _____

   c. Net income from special events and fundraising (5a less 5b) ..... _____

6. Sales
   a. Gross sales of goods ..... _____

   b. Less cost of goods sold ..... _____

   c. Gross profit or loss from sales (6a less 6b) ..... _____

7. Other income ..... _____

8. Total Income (add 1,2,3,4,5c,6c,7)..... _____

9. Value of materials or supplies received..... _____

Part II. EXPENSES

10. Insurance and other fees paid ..... _____

10. Administrative costs (supplies, postage, recognition items, etc.) ..... _____

12. Benefits paid to/for members ..... _____

13. Salaries or other compensation ..... _____

14. Rent, utilities and maintenance costs ..... _____

15. Other expenses ..... _____

16. Total Expenses (add lines 10 through 15) ..... _____

EXCESS/DEFICIT FOR YEAR (line 8 less line 16) ..... _____

Part III. SERVICES PROVIDED TO SITE

17. Equipment purchases (please attach an itemized list) ..... _____

18. Supplies and materials provided ..... _____

19. Payments made on behalf of County..... _____

20. Other contributions to County..... _____

TOTAL CONTRIBUTIONS TO County ..... _____

Part IV. BALANCE SHEET

21. Cash, savings and investments on hand ..... _____

22. Land, buildings or other physical property owned ..... _____

23. Other assets ..... _____

24. Total assets (total of lines 21, 22, 23) ..... _____

25. Total liabilities ..... _____

NET ASSETS OR FUND BALANCES (line 19 less line 20) ..... _____

The information provided above is accurate as of: _____
(date)

Attest: _____
(Name and title)

Commissioners Court - Regular Session **19.**

Meeting Date: 02/25/2020

Friends Group Agreement - River Ranch County Park

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and the Friends of River Ranch County Park, Inc. The Friends are a volunteer organization designed to support the operations of River Ranch County Park. The agreement has been reviewed and approved by Legal and Audit.

Background

In coordination with the Parks Department, the primary functions and purpose of the Friends Group is to:

•Provide volunteer assistance with routine park operations related to administrative and maintenance duties.

•Complete pre-approved projects designed to enhance park operations, visitor experiences and conservation based initiatives.

•Serve as volunteer guides to deliver interpretive/educational programs, hikes and assistance with special events.

•Serve as an advocate for the park to help generate and promote support, interest and awareness of the resource and value to the community.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Friends Group Agreement - River Ranch County Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:53 AM

Form Started By: Russell Fishbeck Started On: 02/19/2020 08:21 PM

Final Approval Date: 02/20/2020

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FRIENDS OF RIVER RANCH COUNTY PARK, INC.

PREAMBLE

Williamson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the Friends of River Ranch County Park, Inc., a Texas non-profit corporation (hereinafter referred to as the "Friends"), each entity acting by and through duly authorized officers, enter into the following Agreement Between Williamson County, Texas and Friends of River Ranch County Park, Inc. (hereinafter referred to as the "Agreement").

WHEREAS, the County, owns River Ranch County Park (hereinafter referred to as the "Park"), which is operated by the Williamson County Parks Department and which is managed for the benefit of the people; and

WHEREAS, the Friends is a nonprofit organization, incorporated under the laws of the State of Texas to support the operations, maintenance and the educational programs thereof; and

WHEREAS, the main purpose of the Friends is to assist with the programs and projects of the Park and raise funds for the programs and projects of the Park, and the role of the Friends also includes the normal business and social activities of such an organization in the raising of its funds.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

I. PURPOSES OF THE AGREEMENT

Jointly, the County and the Friends understand their purposes to be:

A. To interpret the natural and cultural resources of the Park to the visiting public.

B. To preserve and protect the natural and cultural resources of the Park.

C. To provide for the enjoyment and safety of visitors.

II. ORGANIZATIONAL REQUIREMENTS:

The Friends agrees that it will use its best efforts, in good faith to observe and comply with the following requirements and will continue to do so during the entire term of this Agreement:

A. That it is a corporation organized under the laws of the State of Texas; is in the process of attaining a non-profit status determination from the Internal Revenue Service; and will submit to County a valid determination letter upon receipt of same evidencing that it is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1954, as amended, and that it will carry out the fiscal, business, legal, and tax responsibilities of a nonprofit 501(c) (3) corporation.

B. That it will promptly notify the County of any change in its status under Subsection A.

C. That it will comply with all applicable rules, regulations and laws now in effect including but not limited to County guidelines for nonprofit partners or which may be promulgated during the term of this Agreement by the County or by any municipality, county, state, or federal authority having jurisdiction.

D. That it will observe all applicable local laws in localities in which it conducts activities, including obtaining solicitation permits if required.

E. That it conducts fund raising appeals and other activities to achieve site goals as provided in the Friends' adopted bylaws and County guidelines as set out in Appendix A.

F. That each new member of its board of directors will be given a notebook with copies of this Agreement, Articles of Incorporation, By-Laws, the most recent financial audit, and information on board membership.

G. That the Friends will notify the County's Designee of all meetings of the Friends, its general membership, managing board, and committees in advance so that the County's Designee has ample opportunity to attend. The County's Designee shall also receive copies of the Articles of Incorporation and Bylaws of the Organization and any amendments to these documents.

III. FINANCIAL AND SOLICITATION ISSUES

The Friends represents and warrants that it meets the following requirements and will continue to do so during the entire term of this Agreement:

A. That the Friends will solicit gifts of money or services for the Park only for those projects with written approval from the County and Friends Board of Directors.

B. That the Friends will contribute all net profits or income as may be derived from its activities at or in the name of the Park for the purposes authorized in and in the manner prescribed in this Agreement and the Friends Bylaws.

C. That the Friends will not engage in any activity for the private profit of any individual or organization.

D. If the Friends desires to use park facilities for Concession or other related commercial purposes, the Friends must enter into a separate Concessionaire contract with the County, subject to all applicable County rules and regulations.

E. That funds received and expended by the Friends from whatever source and whatever purposes shall be accounted for under a system of accounts and financial controls meeting accepted professional standards for non-profit charitable organizations.

F. That the Friends will maintain, in good form, a record of all financial transactions relative to its activities under this Agreement, including but not limited to: purchase orders, invoices, receipts, canceled checks, bank statements, ledgers, income statements and transactions and the County may inspect those records at any time during normal operating hours and upon reasonable notice to the Friends.

G. That all such records, reports, and files will be retained for a period of five (5) years.

H. That upon termination of this Agreement, copies of all such records, reports, and files will be furnished to the County. The Friends recognizes that such records, reports and files may become subject to the Public Information Act once furnished to the County.

IV. RESPONSIBILITIES OF THE FRIENDS

The Friends represents and agrees that it will do the following during the term of this Agreement:

A. That by October 1 of each year, the Friends and the County's Designee will jointly prepare a list of facility development and/or programming projects that it proposes to support in the following year.

B. To become familiar with the current Operational Plan of the Park and ensure that projects proposed by the Friends will be consistent with the plan as of the effective date of this Memorandum of Agreement and the natural and/or historical setting of the Park.

C. To submit all materials prepared for public distribution; including but not limited to individual promotional activities, brochures, or any other form of publicity or visual media to the County's Designee for formal review and written approval prior to its release.

D. The Friends agree and acknowledge that it shall use due diligence in selecting members that will understand, respect and adhere to the values and mission of the Williamson County Parks Department, and that will abide by the terms set forth in this Agreement and all applicable rules and regulations adopted by the County. At any time during the term of this Agreement, County may require that the Friends conduct third party background checks, at its expense, on any of its members that provide on-site work or interaction with the public.

E. The Friends agree to require third parties with whom the Friends enter into agreements to abide by the terms set forth in this Agreement herein and to abide by all applicable rules and regulations adopted by the County.

F. To submit a park activity use request for any fundraising or membership activities to the County's Designee at least two months prior to the proposed activity date to obtain prior written approval from the County's Designee before beginning any such activity.

G. That the proposed activities must be consistent with the operational plan of the Park.

H. Submit an Annual Report each year no later than the 15th calendar day following County's Designee's request for such Annual Report, which includes the following information:
   1. Names, titles and mailing addresses of the group's officers and board members.
   2. Approximate number of members of the group.
   3. Description of donations by the group to the Park during the previous year, including cash, materials and services and showing percent of income used for administration.
   4. A list of any special events conducted by the group during the year.
   5. A completed IRS Form 990.

I. Accomplish all activities under this Agreement in compliance with the rules governing the relationship between the County and nonprofit organizations, attached and incorporated herein for all purposes as Appendix A. The County reserves the right to amend said rules or adopt additional rules governing the relationship between the County and nonprofit organizations, as it deems necessary.

V. RESPONSIBILITIES OF THE COUNTY

The County represents and agrees that it will do the following during the term of this Agreement:

A. Recognize the Friends as an authorized fundraising organization for the benefit of the Park, subject to Commissioners Court approval.

B. That by October 1 of each year, the County's Designee and the Friends will jointly develop a list of proposed facility development and/or programming projects for which to pursue funding for consideration by the County and the Friends.

C. Provide to the Friends a copy of the current Operational Plan of the Park and provide amendments, changes or revisions.

D. To return all printed materials submitted to the County for approval within thirty days of receipt.

E. The Friends may request that the County make available tours, interpretive events and inspections for individuals and groups, and the County's Designee may grant such requests whenever such activities do not infringe or detract from normal administration, visitor activities and services of the Park. The Friends shall request such tours and events through the County's Designee within a reasonable time period in advance of any requested tour or event.

VI. NATURE OF AGREEMENT

The Friends and the County expressly acknowledge that nothing in this Agreement is intended or should be construed to assign any control, management, direction, and policy over the Park to the Friends.

VII. GENERAL

A. All obligations of the County hereunder are subject to the availability of funds and to such direction and instructions as may have been or are hereafter provided by the Commissioners Court.

B. The parties shall work together to resolve any disputes, and if the parties are unable to resolve a dispute within thirty (30) days following the date in which one party sent written notice of the dispute to the other party, and if a party wishes to pursue the dispute, such dispute shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

D. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. 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.

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C. The Friends will comply with all other applicable provisions of Chapter 21 of the Texas Labor Code.

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With copy to:

Williamson County Parks and Recreation Department
Attn: Director
219 Perry Mayfield
Leander, TX 78641

If to the Friends:

Friends of River Ranch County Park, Inc.
Attn: Dave Armstrong
219 Perry Mayfield
Leander, Tx 78641

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This Agreement takes effect upon the date of the last party's execution herein-below (hereinafter the "Effective Date") and shall continue for one year thereafter (hereinafter the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms until which time it is terminated by either party as provided herein.

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This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement, to be effective as of the Effective Date.

FRIENDS OF RIVER RANCH COUNTY PARK, INC.

By: DJ Armstrong

Printed Name: DAVID ARMSTRONG

Title: President

Date: 2/14/ _____, 2020

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20____

Appendix A

Subject to state law and County's regulations and policies, and any changes that may occur in such state laws, regulations and policies, Friends shall comply with the following requirements:

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Friends shall:

1. Adopt a conflict of interest policy that precludes board members from benefiting financially from any business decision of Friends;
2. publish an annual report each year and make it available to the general public; and
3. make its current IRS 990 return, its annual audit, and a copy of its application to the IRS for exempt status available to the general public upon request.

C. County Employee Involvement

1. No County employee shall hold a paid position with Friends, nor will any County employee receive direct personal benefits from Friends.
2. Friends may, however, reimburse County employees for legitimate, documented expenses.

D. Accounting and Reporting

1. The Friends shall adopt financial procedures that govern acceptance of and access to:
    a. donor-restricted funds;
    b. unrestricted funds; and
2. County employees shall not directly spend or obligate Friends' funds. Friends and its employees will control all expenditures.

Appendix B

County Nonprofit Partner Financial Report

Nonprofit Partner Name _____

Affiliated Site Name _____

Part I. INCOME

1. Monetary contributions, gifts and/or grants received ..... _____

2. Revenue received from programs or services ..... _____

3. Membership dues .... _____

4. Investment income ..... _____

5. Special events or other fundraising activities
   a. Gross revenue not included in line 1..... _____

   b. Less expenses incurred ..... _____

   c. Net income from special events and fundraising (5a less 5b) ..... _____

6. Sales
   a. Gross sales of goods ..... _____

   b. Less cost of goods sold ..... _____

   c. Gross profit or loss from sales (6a less 6b) ..... _____

7. Other income ..... _____

8. Total Income (add 1,2,3,4,5c,6c,7)..... _____

9. Value of materials or supplies received..... _____

Part II. EXPENSES

10. Insurance and other fees paid ..... _____

10. Administrative costs (supplies, postage, recognition items, etc.) ..... _____

12. Benefits paid to/for members ..... _____

13. Salaries or other compensation ..... _____

14. Rent, utilities and maintenance costs ..... _____

15. Other expenses ..... _____

16. Total Expenses (add lines 10 through 15) ..... _____

EXCESS/DEFICIT FOR YEAR (line 8 less line 16) ..... _____

Part III. SERVICES PROVIDED TO SITE

17. Equipment purchases (please attach an itemized list) ..... _____

18. Supplies and materials provided ..... _____

19. Payments made on behalf of County..... _____

20. Other contributions to County..... _____

TOTAL CONTRIBUTIONS TO County ..... _____

Part IV. BALANCE SHEET

21. Cash, savings and investments on hand ..... _____

22. Land, buildings or other physical property owned ..... _____

23. Other assets ..... _____

24. Total assets (total of lines 21, 22, 23) ..... _____

25. Total liabilities ..... _____

NET ASSETS OR FUND BALANCES (line 19 less line 20) ..... _____

The information provided above is accurate as of: _____
(date)

Attest: _____
(Name and title)

Commissioners Court - Regular Session **20.**

Meeting Date: 02/25/2020

Fence Install at Expo Center

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a service contract between Williamson County and Texas Fence, LLC to provide installation of a new fence at the Expo Center in the amount of $36,217.50 and authorizing execution of the agreement.

Background

This agreement is for the installation of a 2,000 foot 3 Rail Fence with a Gate Wheel at the Williamson County Expo Center. The department received 3 quotes for this service and Texas Fence, LLC provided the best price to the County. Department point of contact is Clint Chitsey. Funding Source is 01.0100.3106.005300 and was approved in the FY20 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Fence Agreement & Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 10:16 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:18 AM
Form Started By: Andrew Portillo		Started On: 02/20/2020 07:58 AM
Final Approval Date: 02/20/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR FENCE INSTALL AND RELATED SERVICES (Expo Center)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **TEXAS FENCE, LLC (hereinafter "Service Provider")**, 1915 FM 155, LaGrange, TX 78945 (Ph. 979-820-5003). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quote, dated November 5, 2019, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service

Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $36,217.50.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work Proposal/Quote, dated November 5, 2019, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ __, 2020

SERVICE PROVIDER:

Milton Urban
Authorized Signature

Milton Urban
Printed Name

Date: Feb 19, 2020

Exhibit(s)
Statement of Work/Quote, dated November 5, 2019
(Incorporated herein as if copied in full)

Texas Fence LLC

1915 FM 155
LaGrange, TX 78945
Tax ID # 74-3020290
979-820-5003

BID #
9607

Name / Address
Williams County Expo Center

Date
11/5/2019

Project

Description	Qty	Rate	Total
Approx 2000' of Ponderosa 3 rail fence. Black			
120" Wood Priefert Post, Round Top	4	50.00	200.00
HB Pipe 190	6	40.00	240.00
90" Wood Priefert Post, Round Top	3	29.50	88.50
90" Wood Priefert Post, Round Top, 3 hole	196	29.50	5,782.00
Ranch Rail Wood Post Insert	24	4.00	96.00
Ponderosa Gate 16', 3 rail, with hinges	2	287.00	574.00
Add adjustable gate wheel, $ 45 each.			
Ranch Rail Fence 1.9" 14' 16 Gauge	434	30.50	13,237.00
Install 3 rail Fence, post approx 10' spacing Ft	2,000	8.00	16,000.00
10' corner post to support gates will be set 5 plus ft in concrete. All other post will be drilled approx 18" deep and then cleaned of any loose dirt and then the post will be pounded in the middle of this hole an additional 16". If we hit very hard grd then measurements may be adjusted a little. Then one 80 lb bag of Sak crete will be placed around each post. Once concrete is dry the additional dirt to cover the hole will be tamped. Pounding the post will create a compacted solid bottom for the post along with the concrete shelf to help keep the post from sinking in years to come. I have been installing this Priefert fence for 10 years.			

Any Questions:979-820-5003 or Email:txfence@peoplepc.com
Thank You, Milton Urban

Subtotal	$36,217.50
Sales Tax (0.0%)	$0.00
Total	$36,217.50

Commissioners Court - Regular Session **21.**

Meeting Date: 02/25/2020

Knight Security Systems

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a service contract between Williamson County and Knight Security Systems, LLC to provide support for Williamson County Buildings in the amount of $65,103.72 per the terms of DIR Contract #DIR-TSO-3430 and authorizing execution of the agreement.

Background

This agreement is for the renewal and support of the software as well as for troubleshooting failures and replacing broken or damage cameras around Williamson County department buildings in the amount of $65,103.72. This amount will be billed annually for a term of five (5) years. Department point of contact is Richard Semple. Funding Source is 01.0100.0503.004500 for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

knight security agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 10:18 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:21 AM
Form Started By: Andrew Portillo		Started On: 02/20/2020 07:31 AM
Final Approval Date: 02/20/2020		

Kevin Garlick
kgarlick@knightsecurity.com
(512)-590-7886-7886

Name: Williamson County - Information Technology Services

Site	**Billing**	**Contact**
301 SE Inner Loop, Suite 105 Georgetown, TX 78626	301 Se Inner Loop-Suite 105 Georgetown, TX 78626	Chris Ball, Critical Systems Analyst I **P** (512) 943-1934 **E** cball@wilco.org

PROJECT NAME: Wilco-Master FY20 SecurePlan

PROJECT SCOPE

DIR TSO-3430

Knight Security Systems greatly appreciates your time and for the opportunity to provide you with our recommended ***SecurePlan*** Level Agreement (SLA). Please find the Summary information below for the Coverage details and annual pricing of our ***SecurePlan*** And SecurePlan*Health*.

- All KSS provided equipment, materials and labor shall be warranted for the duration of the agreement and begins from the date of final acceptance by the Owner
- Includes KnightSentry for System health monitoring for proactive notification of system issues detected. (Network access required. Remediation not included)
- Performs one (1) scheduled preventative maintenance site visit
- Software license renewals and services to apply software maintenance updates or upgrade for which the systems are eligible at the time of annual inspection
- Same day response when you place your service call before noon
- Next business day response for all calls for service after noon and shall be responded to before the end of the next Business day
- KSS Normal business hours shall be 8 AM to 5 PM Monday through Friday
- Emergency Response Times: Includes 24-Hour Emergency Response of - 4 hour onsite response 24/7 at discounted rates to owner
- Provide factory trained technicians for all service requests; list provided upon notice to proceed

Williamson Co. campuses SecurePlan w/Health

Investment summary FY20 $65,103.72 / yr

The annual pricing above is based on 5 year agreement and pertains to the Williamson County campuses that KSS currently supports (CP Anx, CP Tax, ESOC, Expo C., Facilities North Campus, Main Tax office, Pct3, Justice C., RR Anx, Sheriff's Office, SOTC, Taylor Annex, Taylor JP4). All KSS provided equipment is included in ***SecurePlan*** Coverage for as long as agreement is active.

Coverage details and Process for support is provided in attached documents. Remote VPN access to the security devices is required with SecurePlan Health for remote remediation.

Knight Security Systems appreciates the opportunity to provide our SLA to help protect the investment of your security systems and provide a greater level of support to the Wilco teams. We are eager to continue working with you closely with regard to the video surveillance and access control systems as well as continuing to support your systems in the many years to come in order to maximize the long term value of these systems.

Client Initials:_____

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

- Right to Audit: Knight Security Systems, LLC agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

PROJECT INVESTMENT

FY 20 - Secureplan - Cedar Park Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	3888
Digital Alarm Monitoring up to 64 zones incl timer	345.6
GSM/ Cellular Back up alarm monitoring	237.6

Annual Recurring Subtotal **$4,471.20**

FY 20 - Secureplan - Cedar Park Tax office

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	2678.4
Digital Alarm Monitoring up to 64 zones incl timer	648

Annual Recurring Subtotal **$3,326.40**

FY 20 - Secureplan - ESOC

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	2874

Client Initials:_____

Annual Recurring Subtotal **$2,874.00**

FY 20 - Secureplan - Expo Center

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	5099.04

Annual Recurring Subtotal **$5,099.04**

FY 20 - Secureplan - Justice Center

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	16374.48

Annual Recurring Subtotal **$16,374.48**

FY 20 - Secureplan - Main Tax Office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	2580

Annual Recurring Subtotal **$2,580.00**

FY 20 - Secureplan - North Campus Facilities

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	3971.04

Annual Recurring Subtotal **$3,971.04**

FY 20 - Secureplan - Pct 3 Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	8844
Digital Alarm Monitoring up to 64 zones incl timer	384
GSM/ Cellular Back up alarm monitoring	264

Annual Recurring Subtotal **$9,492.00**

FY 20 - Secureplan - Round Rock Annex

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	3351.84

Annual Recurring Subtotal **$3,351.84**

FY 20 - Secureplan - Sheriff's Office-508 Rock St.

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	3661.8

Annual Recurring Subtotal **$3,661.80**

FY 20 - Secureplan - Sheriff's Office Training Center

Client Initials:_____

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	3789.12
Digital Alarm Monitoring up to 64 zones incl timer	648

Annual Recurring Subtotal **$4,437.12**

FY 20 - Secureplan - Taylor JP4

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	3040.8

Annual Recurring Subtotal **$3,040.80**

FY 20 - Secureplan - Taylor Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	2424

Annual Recurring Subtotal **$2,424.00**

Investment Summary

Total FY20 Annual Recurring **$65,103.72**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY: WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

Service Provider: Knight Security Systems

By: _____

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: Feb 12, 20

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding

Client Initials:_____

holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566: Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars ($500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. To the extent authorized under Texas law, Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

Client Initials:_____

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Client Initials:_____

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials:_____

Commissioners Court - Regular Session **22.**

Meeting Date: 02/25/2020

Microsoft EA License Renewal FY20

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY20 renewal of Microsoft EA Licenses with SHI Government Solution, Inc.in the amount of $778,519.81 per the terms of DIR Contract #DIR TSO 4092 to support the operations of the Williamson County ITS Department.

Background

This is the annual renewal for the Enterprise Agreement for Microsoft 365 Office products such as Word, Excel, PowerPoint, etc. Department point of contact is Richard Semple. Funding source is 01.0100.0503.004208 in the amount of $729,019.81 and 01.0100.0503.003011 in the amount of $49,500.00. Funding was approved for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Microsoft EA License Renewal quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 10:14 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:22 AM
Form Started By: Andrew Portillo		Started On: 02/20/2020 08:39 AM
Final Approval Date: 02/20/2020		

Government Solutions

Pricing Proposal
Quotation #: 18486544
Created On: 2/19/2020
Valid Until: 2/28/2020

WILLIAMSON COUNTY INFORMATION TECHNOLOGY SERVICES

Jim Daniels
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone: 5129431455
Fax:
Email: jdaniels@wilco.org

Inside Account Manager

Richard Lettiere
1301 S. Mo-Pac Expressway Suite 375
Austin TX, 78746
PLEASE SEND POs to Texas@SHI.com
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	AzureATPUsersGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$0.00	$0.00	$0.00
2	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	1	$0.00	$0.00	$0.00
3	CloudAppSecGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$0.00	$0.00	$0.00
4	EMSE5FullGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$195.60	$157.40	$33,368.80
5	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-32907 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	1077	$116.40	$92.89	$100,042.53

6	EntMobandSecE3FullKGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQV-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	622	$33.60	$26.60	$16,545.20
7	O365AdvThrtPrtctPln2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: GLN-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	1500	$56.40	$45.20	$67,800.00
8	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	1173	$224.40	$180.50	$211,726.50
9	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	622	$40.80	$32.76	$20,376.72
10	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	3	$337.20	$271.30	$813.90
11	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	5	$112.80	$90.32	$451.60
12	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	50	$169.20	$135.66	$6,783.00
13	VisioPlan1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: HWT-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	3	$56.40	$45.22	$135.66
14	WinE5 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-22359 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	738	$141.60	$113.42	$83,703.96

15	WinE5PerDvc ALNG SubsVL MVL PerDvc Microsoft - Part#: AAA-22363 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	951	$147.60	$118.80	$112,978.80
16	ExchgOnInP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	50	$45.60	$36.15	$1,807.50
17	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$79.20	$63.72	$13,508.64
18	O365GCCE3 ShrdSvr ALNG SU MVL O365GCCE1 PerUsr Microsoft - Part#: AAA-11919 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$169.20	$135.67	$28,762.04
19	O365GCCE5FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2P-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	212	$417.60	$339.50	$71,974.00
20	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	144	$59.00	$48.30	$6,955.20
21	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic Microsoft - Part#: 9EM-00267 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	1	$168.00	$137.52	$137.52
22	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021 **Note: Year 1 of 3**	37	$22.00	$17.52	$648.24
				Total	$778,519.81

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Commissioners Court - Regular Session **23.**

Meeting Date: 02/25/2020

Approval of Amendment to Garda Armored Courier Services Contract

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the amendment to the Garda World, Inc. armored courier service contract, and authorizing execution of the agreement.

Background

This amendment changes the days of service at the Georgetown Annex Location from 3 days per week to 5 days per week. This increases the monthly amount for this stop from $274 to $419 which is a difference of $145. This brings the monthly cost of armored courier services for the county to $6,051. This expenditure will be charged to 01.0100.0497.004300. Technical contact is County Treasurer Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:43 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:46 AM
Form Started By: Erica Smith		Started On: 02/19/2020 10:03 AM
Final Approval Date: 02/20/2020		

Amendment

FOR OFFICE USE ONLY	
Customer Account: **Williamson County**	Contract: **29536 (130-714621)**

GARDA CL Southwest, Inc. ("CARRIER") and **Williamson County** ("CUSTOMER") agree that effective **January 08**, **2020**, this Amendment amends and is incorporated into the armored car service agreement between the parties (the "Agreement") dated as of **January 02, 2020** (the "Contract Date") by adding or amending the following customer rates, schedules, lists, liabilities, days, term and/or terms.

(I) Service Location(s) and Service Detail(s)

Status	**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Liability Limit
Modified	1/2/20	Williamson Cnty WilcoWayAnnex/Purch Dep	100 WILCO WAY	GEORGETOWN	TX	ARMORED TRANSPORTATION SERVICE	$419.00	5	$50,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE	Williamson Cnty WilcoWayAnnex/	
Description	**Price ($)**	**Unit of Measure**
OFF DAY IN-ROUTE $	69.0500	TR
DED ARMORED CAR SERV 2 HR MIN	150.0000	HR
EXCESS LIABILITY ($000's) $	0.5000	PT
EXCESS ITEMS $	1.9500	UN
EXCESS PREMISE TIME	3.9500	MN
HOLIDAY SERVICE $	65.0000	TR

(** Flagged for GARDA CL internal purposes only.)

(II) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Williamson Cnty WilcoWayAnnex/Purch Dep	GEORGETOWN	TX	N	Y	Y	Y	Y	Y	N

(** Flagged for GARDA CL internal purposes only.)

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have caused this Amendment to be executed by their duly authorized representatives.

Carrier

GARDA CL Southwest, Inc.

By: _____

(Signature)

Jennifer Frankel

(Printed Name)

Title: SVP Finance

Customer

Williamson County

By: _____

(Signature)

(Printed Name)

Title: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 02/25/2020

Rifle Resistant Body Armor Grant Program for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division Rifle-Resistant Body Armor Grant Program.

Background

The Sheriff's Office is seeking to apply for the Rifle-Resistant Body Armor Grant program through the Office of the Governor's Criminal Justice Division. The project dates are October 1, 2020 through September 30, 2021. The grant total is approximately $46,500.00 and will provide 40 sets of Level III bullet-resistant body armor, divided between our SWAT and K-9 units and no match is required. The Office of the Governor requires each applicant to submit a signed CEO/Law Enforcement Certifications and Assurances Form as well as a resolution to be approved by the governing body, naming the authorized official with signatory authority.

Staff recommends the following action: Approve the Sheriff's Office to apply for the Criminal Justice Division Rifle-Resistant Body Armor Grant Program through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CEO/L.E. Certifications & Assurances Form

Body Armor Resolution

Grant Mgmt Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:44 AM
Form Started By: Starla Hall		Started On: 02/05/2020 11:18 AM
Final Approval Date: 02/20/2020		

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Williamson County	**Date:** 02-05-2020
Agency/Department Name: Williamson County Sheriff's Office	
Name and Title of Chief Executive Officer: Judge Bill Gravell, Jr.	
Name and Title of Head of Law Enforcement Agency: Sheriff Robert Chody	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Williamson County ("Grantee") and as head of Williamson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2022 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2022 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Chief Executive Officer for Grantee

Head of Agency

IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Sheriff's Office Rifle-Resistant Body Armor Grant Program be operated for the fiscal year 2021; and

WHEREAS, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Office of the Governor grant application; and

WHEREAS, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioners Court designates the Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioners Court approves submission of the grant application for the Williamson County Sheriff's Office Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Resolved this 25th of February 2020.

_____

Williamson County Judge

Grant Title/Project Name:	Williamson County Sheriff's Office Rifle-Resistant Body Armor Grant Program
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2020
End Date:	9/30/2021
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	This will provide 40 sets of Level III bullet-resistant body armor plates and vest carriers for our SWAT and K-9 units.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$46,500.00
Please provide a breakdown of the total cost above.	This will provide 40 sets of Level III bullet-resistant body armor plates and vest carriers for our SWAT and K-9 units.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	N/A
How is this asset request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	N/A
How often do these events occur?	N/A
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A
Where will the asset be stored?	These will be individually assigned to deputies within the Sheriff's Office.
What is the useful life of the asset?	Bullet-resistant body armor must be replaced every five years.
Will a replacement be requested from general funds when useful life has been exhausted?	Yes
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	N/A
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	No ongoing maintenance is required.
How will this asset be funded when the grant ends?	Funding will be sought through the normal budget process.
What is the impact if the grant is not received?	They will be requested through the normal budget process.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	

What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	There is no budgetary impact because of this grant.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	43
Version	3.0
Attachments	False
Created	2/4/2020 5:02 PM
Created By	Dana Foster
Modified	2/19/2020 11:02 AM
Modified By	Dana Foster

Commissioners Court - Regular Session **25.**

Meeting Date: 02/25/2020

Rosedale Foundation Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with The Rosedale Foundation (Annual Eastern WILCO bike ride on April 4th).

Background

This agreement gives permission for The Rosedale Foundation 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

Attachments

Rosedale Foundation

Certificate of Insurance

Rosedale Ride Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/12/2020 02:52 PM
Form Started By: Starla Hall		Started On: 02/05/2020 03:58 PM
Final Approval Date: 02/12/2020		

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 April 4, 2020 and shall terminate on September 30, 2020. 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: Rosedale Foundation

Signature: Mercedes Feris

Printed Name: Mercedes Feris

Title: Ride Director

Date: 1.24., 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Robert Chody

Date: February 5, 2020

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/30/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ed Moore
Hcm Event Insurance Services, Inc. 1407 Foothill Blvd #228 La Verne, CA 91750 Phone (866) 866-7090 Fax (866) 496-5968	PHONE (A/C, No, Ext): (866) 866-7090 FAX (A/C, No): (866) 496-5968 E-MAIL ADDRESS: ed@hcmeventinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rosedale Foundation 12100 Samsung Blvd Austin TX 78703	INSURER A: HDI Global Specialty SE	
	INSURER B: AXIS Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☑ ☐ CLAIMS-MADE ☑ OCCUR ☑ Participant Liability ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y	N	1HDGL19000267	02/01/2020	02/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 300,000.00 $ $ 1,000,000.00 $ 3,000,000.00 $ 2,000,000.00 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐ ☐	Y	N	1HDGL19000267	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000.00 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	N					EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Participant Excess Accident Medical			SRPO172183	02/01/2020	02/01/2021	$25,000 each person, $1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event: Rosedale Ride
Event Date: April 4, 2020
Certificate holder is added as additional insured.
Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured.
Coverage written under the master policy held by the Bicycle Ride Director Association of America.

CERTIFICATE HOLDER

Williamson County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ed Moore

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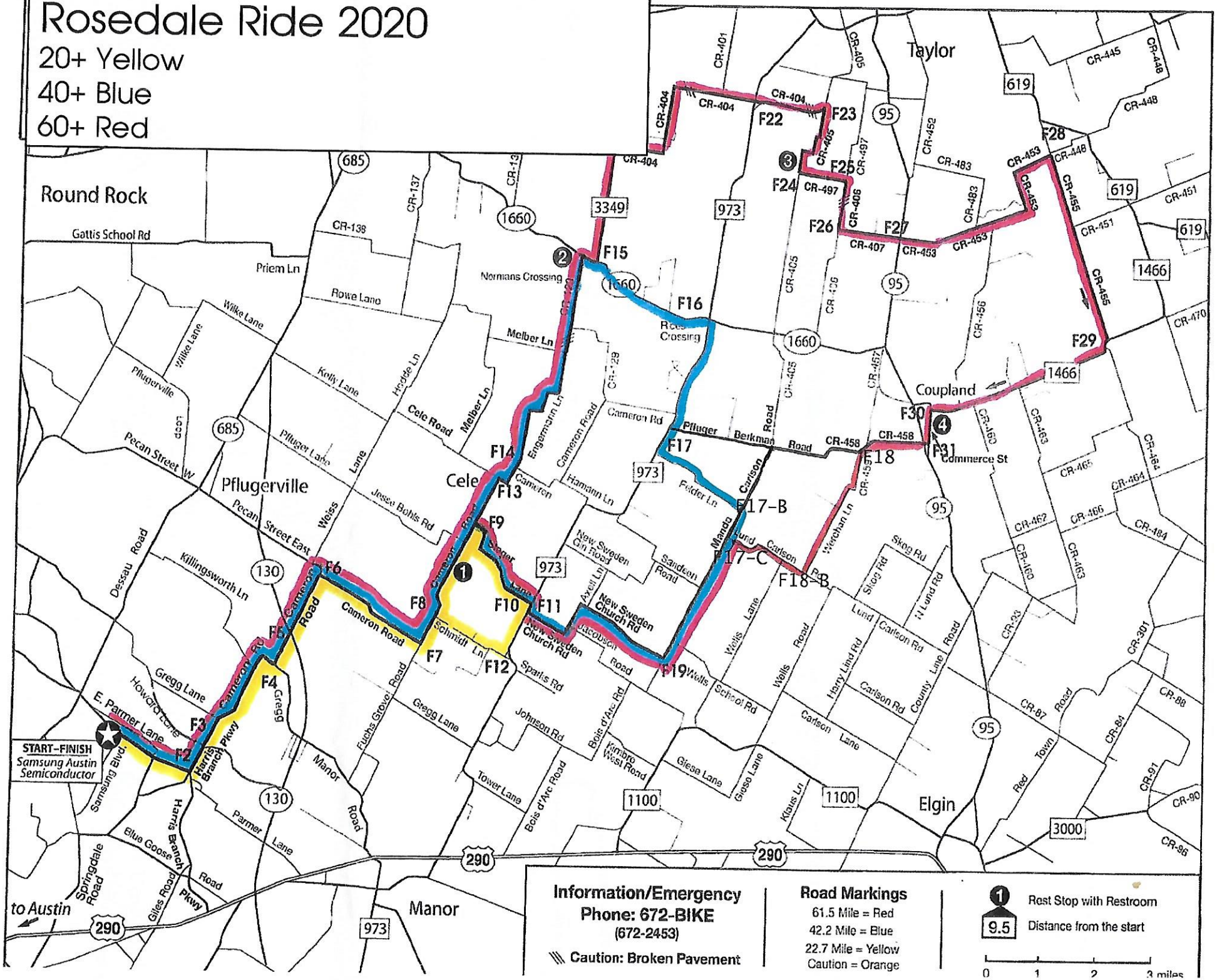
Rosedale Ride 2020

20+ Yellow
40+ Blue
60+ Red



Commissioners Court - Regular Session **26.**

Meeting Date: 02/25/2020

St. Margaret Mary Catholic Church Vehicle Agreement for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Margaret Mary Catholic Church (1101 W. New Hope Dr., Cedar Park).

Background

This agreement gives permission for St. Margaret Mary Catholic Church 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

Attachments

St. Margaret Mary Catholic Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:41 AM
Form Started By: Starla Hall		Started On: 02/18/2020 03:10 PM
Final Approval Date: 02/20/2020		

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 ~~April 12, 2020~~ February 26, 2020 (r), 20___ and shall terminate on September 30, 2020. 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: St. Margaret Mary Catholic Church

Signature: Adrian De La Cruz Jr.

Printed Name: Adrian De La Cruz Jr.

Title: Parish Business Administrator

Date: February 14, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Chief Deputy Sheriff

Printed Name of Official: Tim Ryle

Signature of Official: T Ryle

Date: February 18, 2020

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **27.**

Meeting Date: 02/25/2020

Approval to advertise IFB 3548

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for two (2) BMW 1250-RTP Motorcycles under IFB 3548.

Background

This Invitation for Bid will help support the operations of the Williamson County Sheriff's Office. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY20 Budget. Department contacts are Lt. Craig Gripentrog and Commander Kelli Bomer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:20 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:22 AM
Form Started By: Mary Watson		Started On: 02/10/2020 11:11 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **28.**

Meeting Date: 02/25/2020

Health and Safety Exemption for Navy Electro-Optic Loan Program

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on exempting the Navy Electro-Optic Loan program from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Texas Local Government Code Section 262.024.(a)(2) for the 12-month loan of equipment in the amount of $6,600.

Background

This exemption will support the public health and safety operations of the Williamson County Sheriff's Office. Attached is the original agreement that was approved by commissioners court on 1/28/2019. This expenditure will be charged to seized funds 01.0410.0413.004999. Technical contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:24 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:27 AM
Form Started By: Erica Smith		Started On: 02/18/2020 08:13 AM
Final Approval Date: 02/20/2020		

P.R 121918

Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1A

DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

1a. Federal/State/Local Law Enforcement Agency Name: **WILLIAMSON COUNTY SHERIFF**	2. Agreement Number: **N00164LE1072-20**
1b. Agency Mailing Address: **508 SOUTH ROCK STREET** **GEORGETOWN,**	3. Agreement Start/Renewal Date: **2/19/2020**
	4. Agreement Termination Date: **2/20/2021**
State: **TEXAS** Zip Code: **78626**	5. Estimated Total Cost (See paragraph III Terms and Conditions below: **$6,600.00**

7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-14, Night Vision Pocketscope, NSN: 5855-01-432-0524, Replacement Value $3,000 Each	12	$300.00	$3,600.00
Serial Numbers: 6595294, 6560336, 6595080, 6595110, 6593385, 6595266, 6595084, 6595136,			
59577, 6595288, 6593298, 6560321 (Returned 6595332 on 3/20/19 for replacement)		$300.00	$0.00
Serial Numbers:			
AN/PVS-7C, Night Vision Goggle, NSN: 5855-01-363-7491, Replacement Value $3,000 Each	12	$150.00	$1,800.00
Serial Numbers: X03294, 00237, X4458, X4307, X02681, X04249, X4367, X04133, 00125, 00678,			
03196, X02449		$300.00	$0.00
Serial Numbers:			
Thermal Eye 250D, Thermal Camera, NSN: 5855-01-549-9265, Replacement Value $4,500 Each	4	$300.00	$1,200.00
Serial Numbers: 13618, 14589, 15386, 15649			
		Total	**$6,600.00**

8.Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name): **CHIEF DEPUTY TIM RYLE** Phone: **(512) 943-1401** Fax: **(512) 943-1393** Email: **tim.ryle@wilco.org**	Government Law Enf Electro-Optics Loan Program Manager (Name): **Scott Arthur** Phone: **812-854-6650** Fax: **812-854-8559** Email: **scott.arthur@navy.mil**
Government Law Enf Electro-Optics Loan Program Assistant (Name): **Debbie Owens, CTR** Phone: **812-854-4439** Fax: **812-854-8559** Email: **debbie.owens.ctr@navy.mil**	Government Law Enf Electro-Optics Loan Program Assistant (Name): Phone: Fax: Email:

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between WILLIAMSON COUNTY SHERIFF, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is: **$6,600.00**

C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.

D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/ Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.

D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522

V. PROVISION OF EQUIPMENT

A. NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur
812-854-6650
scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

F. The Federal/Sate/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/Sate/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

VI. RESOURCES PROVIDED BY *GOVERNMENT*

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. CHIEF DEPUTY TIM RYLE on behalf of Federal/State/ Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permited under state laws of Texas, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims (*including reasonable expense of litigation or settlement*) by third persons (*including employees of the State/local law enforcement agency*) for death, bodily injury (*including sickness or disease*) or loss of, damage to, or loss of use of property;

B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;

C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;

D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

IX. CANCELLATION/SUSPENSION

A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.

B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/ Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.

B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

XII. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the Federal/State/Local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

XIV. ORDER OF PRECEDENCE

The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

XV. SIGNATURES AND APPROVALS

ACCEPTANCE OF AGREEMENT on behalf of WILLIAMSON COUNTY SHERIFF

BY: X T Tyle 2-4-2020

Signature Date

CHIEF DEPUTY TIM RYLE

Type Name and Title

WILLIAMSON COUNTY SHERIFF

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane

BY: X Nova Carden 12/7/15

NOVA E CARDEN Date
By direction
NSWC Crane

XVI. ENTIRE AGREEMENT

This Agreement with all attachments constitutes the entire Agreement of the parties and no oral or other representations shall be binding.

Commissioners Court - Regular Session **29.**

Meeting Date: 02/25/2020

Exemption for Vehicle Graphics Purchase

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Texas Local Government Code Section 262.024.(4), 262.024.(7)(A) and 262.024.(7)(D), for the one time purchase of vehicle graphics in the amount of $10,095.

Background

Larry Perez Signs and Graphix has created wraps and decals for the Sheriff's Office and this is a component purchase of previous works. The design is original to Larry Perez Signs and Graphix and the Sheriff's Office would like to stay consistent with the image. Vehicle graphics will be for the specialty vehicle approved on 4/16/2019. Vendor does not require signature or deposit. This expenditure will be charged to Seized Funds 0410.0413.5700. Technical contact is Chief Tim Ryle.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:50 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:00 AM
Form Started By: Erica Smith		Started On: 02/18/2020 08:14 AM
Final Approval Date: 02/20/2020		

253-30

122014

Larry Perez Signs and Graphix
304 N. Mays
Round Rock, TX 78664 US
5122557058
accounting@larryperezsigns.com
perezsigns.com

Estimate 1478

ADDRESS
Micah Koite
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
02/07/2020	$10,095.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Design SWAT VEHICLE | Design Time - Roughly 4 Hours	4	85.00	340.00T
	Vehicle Graphics SWAT VEHICLE | Vehicle Graphics on 2 Sides of the Boxes 108"x24' Wrap with 2 badges, text and black background.	2	3,800.00	7,600.00T
	Vehicle Graphics SWAT VEHICLE | 1 Back of Box Truck Fully Wrapped	1	1,332.00	1,332.00T
	Vehicle Graphics SWAT VEHICLE | Cab of Vehicle 2 Sides with No Roof	2	444.00	888.00T
	Vehicle Graphics SWAT VEHICLE | Front Graphics 1/4 Panel front on each side	1	350.00	350.00T
	Vehicle Graphics SWAT VEHICLE | Hood Graphics	1	440.00	440.00T
	Vehicle Graphics SWAT VEHICLE | Air Deflector on Front Top of Cab	1	345.00	345.00T
	Discount LONG TERM CUSTOMER DISCOUNT	1	-1,200.00	-1,200.00T

A 50% deposit is required to place order. Once an order is placed, it may not be cancelled. Balance in full is due upon completion.

SUBTOTAL	10,095.00
TAX (0%)	0.00
TOTAL	$10,095.00

THANK YOU.

0410.0413.5200

Required Signature: OK 2-10-2020

Commissioners Court - Regular Session **30.**

Meeting Date: 02/25/2020

Contract Agreement with Auto-Chlor, LLC

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any necessary action for approval of agreements for dishwasher and related items with Auto-Chlor Services, LLC to support facility operations at the Williamson County Juvenile Justice Center, and authorize the County Judge to sign same.

Background

At the recommendation of Facilities, Juvenile Services is requesting approval of this lease agreement to enter into a contract with Auto-Chlor Services to lease a dishwasher for the kitchen at the Juvenile Justice Center. The funds for leasing the dishwasher were requested and approved in the Juvenile Services FY20 budget.

Due to some miscommunication, the dishwasher was installed on 01/29/2020 prior to the agreement being approved and signed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCJS Sales Agreement

Auto-Chlor Addendum

Auto-Chlor COI

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/11/2020 10:29 AM
County Judge Exec Asst.	Andrea Schiele	02/11/2020 12:25 PM
Form Started By: John Pelczar		Started On: 02/11/2020 09:57 AM
Final Approval Date: 02/11/2020		

Auto-Chlor®

John J. Pelczar
Director of Operations
Williamson County Juvenile Services
1821 SE. Inner Loop
Georgetown, TX 78626
Tel: 512.943.3204 Fax 512.943.3209

January 29th, 2020

SALES AGREEMENT

The following summarizes the agreement between Auto-Chlor Services, LLC and Williamson County Juvenile Services (*further known as the customer*). This is a Sole-Supplier Sales Agreement for three (3) years and includes service and products from Auto-Chlor Services, LLC. After three years, this contract may be extended for two (2) one-year periods if both Parties agree or will continue month to month. Extensions are subject to price increases based on chemical price index cost level.

The following terms and conditions will apply to this Agreement:

I. TERMS

Customer agrees to utilize Auto-Chlor's dishmachines and cleaning chemicals for warewashing needs effective January 29th, 2020 through January 29th, 2023 for all existing and future services.

II. CONDITIONS

Auto-Chlor Services, LLC will provide the following during the term of the contract:

1. **Pricing**

   The price list for the products is shown Attachment A.

**Auto Chlor is an active participant in the "Green Initiative" by recycling polyethylene* containers when possible, We ask that all 5 gallon containers be returned (If Applicable).

The prices will remain fixed for the entire term of this agreement.

3. **Billing**

All machine billings will be on a MONTHLY basis and mailed separately and payment will be made to Auto-Chlor within 30 days following the end of each month. Chemical invoices are written at the time of delivery and service every 28 days

4. **Training Support**

Product in-service and Hazardous Chemical training will be conducted in each facility. In addition to training, each unit will receive a complete SDS kit and bi-lingual wall charts directly from Auto-Chlor.

5. **Routine Service**

Auto-Chlor will continue our routine service visits to every facility on a once-every-28-day-basis minimum. Routine service includes reviewing machine operations and performing adjustments as necessary to obtain the utmost cleanliness of washed items. The Auto-Chlor service representative will review services performed with managers/supervisors on duty at each facility.

6. **Emergency Service**

Auto-Chlor will provide emergency service 7 days-per-week and 24 hours-per-day for all facilities.

7. **Ownership and Equipment**

Title to and ownership of all dispensing equipment shall at all times be and remain solely and exclusively to Auto-Chlor. Customer acknowledges that it acquires no ownership, title or other property rights to or in such equipment other than the right to use the equipment as provided in this agreement. The equipment shall at all times remain personal property. Customer shall keep the equipment free from any and all liens, claims, and security interests and shall do or permit no act or thing whereby Auto-Chlor's title or rights may be encumbered or impaired.
Customer agrees that it will not remove, alter, or deface any identifying labels or serial numbers affixed to the equipment. Customer agrees not to remove the equipment or any of its components from the location at which it was installed unless the written permission of Auto-Chlor is first obtained.

8. **Joint Responsibility**

It is the responsibility of both parties to manage chemical usage. If it is determined a location is overusing product, Auto-Chlor Services, LLC will work with personnel to correct the situation (provide additional in-service training, etc). If product overuse continues, Auto Chlor will notify the Director of Operations and ask for assistance in resolving issues.

III. TERMINATION

After the three-year term, this Agreement may be renegotiated.

- If Williamson County Juvenile Services ceases operations or no longer operates under Williamson County Juvenile Services, you reserve the right to terminate service to that location without penalty.

IV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure the benefit of the successors and assigns of the parties hereto, including without limitation, any successor to either party by virtue of acquisition.

AUTO-CHLOR SERVICES, LLC	CUSTOMER Williamson County Juvenile Services
BY: _____ (Signature)	BY: _____ (Signature)
Daniel Lamb Branch Ops. Manager - Austin (Print/Type Name Signed Above)	John Pelczar Directors of Operations (Print/Type Name Signed Above)
_____ DATE	_____ DATE

Attachment A

PRODUCT	USE	SIZE	PRICE	
Super Red X Detergent	Liquid Detergent	4/1 Gallon Jugs	$80.00	Washes approx. 4000 racks
RINSE AID	Rinse Additive	4/1 Gallon Jugs	$90.00	Rinses approx. 9000 Washes
Ultra Lemon Suds Concentrate	Manual 3 comp detergent	2x84.5 oz.	$75.00	Washes approx. 135 (5gal) sinks
Solution QA Ultra	Ultra Conc. 3rd Sink Sanitizer	2x84.5 oz.	$47.00	Rinse approx..135 (5gal) sinks
Neutral M/P Floor Cleaner	Neutral Floor Cleaner	4/1 Gallon Jugs.	$78.00	Makes approx. 250 5 gal. mop buckets

The following dishmachine programs are;

Manufacture	Model	Cost
Auto-Chlor	HT-25 w/Booster Single Tank Dishmachine	$216 Monthly

-chemicals products to be purchased as needed

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR AUTO-CHLOR SALES AGREEMENT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County" or "Williamson County Juvenile Services"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Auto-Chlor Services, LLC** (hereinafter "Auto-Chlor"). Customer agrees to engage Auto-Chlor as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Auto-Chlor Sales Agreement;
B. Auto-Chlor Standard Dishwashing Agreement;
C. Williamson County Contract Addendum; and
D. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Auto-Chlor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Auto-Chlor agrees to act in good faith in the performance of the contract relevant to this addendum.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: After the initial one-year period of this agreement, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Auto-Chlor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Auto-Chlor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Auto-Chlor agrees that Customer shall have access during normal working hours to all necessary Auto-Chlor 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 Auto-Chlor reasonable advance notice of intended audits. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

X.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	Auto-Chlor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: 2-6, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Bryars Stacey	
BXS Insurance 321 Veterans Memorial Boulevard, Suite 200 Metairie LA 70005	PHONE (A/C, No, Ext): 504-212-4871	FAX (A/C, No):
	E-MAIL ADDRESS: certificates.nola@bxsi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Auto-Chlor Services, LLC 500 Dakin Street Jefferson LA 70121 AUTOSER-02	INSURER A : Phoenix Insurance Company	25623
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : Standard Fire Insurance Company	19070
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 431276454 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6308291B540	2/1/2020	2/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ Excluded $ 1,000,000 $ 5,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		Y	8108291B552	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP9H641110	2/1/2020	2/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB0K0716532014E	2/1/2020	2/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms and conditions, the following apply to the extent required by written contract: Under General Liability coverage, Certificate Holder is an Additional Insured and Waiver of Subrogation applies to Certificate Holder. Under Auto Liability coverage, Certificate Holder is an Insured and Waiver of Subrogation applies to Certificate Holder. General and Auto Liability are primary of Certificate Holder's insurance. Under Workers Compensation, Waiver of Subrogation applies to Certificate Holder, coverage is provided in all states except OH, WA, WY, & ND, and no employees are excluded. Umbrella/Excess Liability is follow form of underlying General and Auto Liability.

CERTIFICATE HOLDER

Williamson County Juvenile Services
1821 SE Inner Loop
Georgetown TX 78626
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward B. Schedak - Certificates of Insurance

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Commissioners Court - Regular Session **31.**

Meeting Date: 02/25/2020

Fuelmaster Extended Maintenance Agreement

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Fuelmaster Fuel Management System Extended Maintenance Agreement under the Sourcewell Cooperative Contract #022217-SYS with Syn-tech Systems, for the term 3/23/2020-03/22/2021 in the amount of $11,475.

Background

This is an annual maintenance agreement for equipment in multiple Williamson County locations. A Vendor Performance Report (VPR) was prepared by the Fleet Department that reflects the vendor met contract agreement requirements and recommended renewal. The department point of contact is Kevin Teller. The FY20 funding source is 0882.0882.4505, Software Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FuelMaster Extended Maintenance Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 10:28 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:30 AM
Form Started By: Dianne West		Started On: 02/13/2020 01:48 PM
Final Approval Date: 02/20/2020		

FUELMASTER

ENGINEERED BY syntech

FUELMASTER® Fuel Management System

Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **02/03/2020** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

This initial term of this agreement shall commence as of **03/23/2020** and shall continue for a term expiring **03/22/2021** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 5:00 PM local time, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Standard	FMU2500 S/N 8309 (CMF LUBE)	$1,275
Standard	FMU2500 S/N 8312 (FLORENCE)	$1,275
Standard	FMU2500 S/N 8314 (GRANGER)	$1,275
Standard	FMU2500 S/N 8315 (TAYLOR)	$1,275
Standard	FMU2500 S/N 9958 (FLORENCE PROPANE)	$1,275
Standard	FMU2500 S/N 9985 (ROUND ROCK)	$1,275
Standard	FMU2500 S/N 9986 (CEDAR PARK)	$1,275
Standard	FMU2500 S/N 9987 (CMF PROPANE)	$1,275
Standard	FMU3505 S/N 7704 (CMF-F)	$850
Standard	FMU3505 S/N 7705 (CMF-E)	$850
Standard	FMU3505 S/N 7706 (CMF-D)	$850
SUBTOTAL		$12,750
10% DISCOUNT		-$1,275
TOTAL		**$11,475**

*THERE IS *A LATE FEE OF $25.00 A MONTH PER UNIT UP TO SIX MONTHS OR A MAXIMUM OF $150.00.* AFTER SIX MONTHS, THERE IS AN AMNESTY FEE OF $150.00 THAT INCLUDES VERIFICATION OF THE FUNCTIONALITY OF THE SYSTEM.- MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUTALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained.Organizations under maintenance contract are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approve locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, customer

will only be liable for its pro rata share of services rendered and goods actually received.

- Delete references to "late fee" and "amnesty fee" at the top of page 2 and replace with: 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 customer 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 customer in accordance with Texas Government Code Section 2251.025.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

- Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

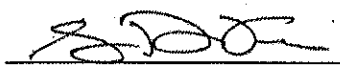
- Right to Audit: STS agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of STS which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. STS agrees that customer shall have access during normal working hours to all necessary STS 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 STS reasonable advance notice of intended audits.

THIS SPACE LEFT BLANK INTENTIONALLY

The parties of Syn-tech Systems, INC. and **Williamson County** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature) (Date)



02/03/2020

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature) (Date)

(Name)

(Title)

Commissioners Court - Regular Session **32.**

Meeting Date: 02/25/2020

Awarding RFP #2855 Fire & Safety, Inspection, Testing and Maintenance

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #2855 Fire & Safety, Inspection, Testing and Maintenance to the overall best respondent Impact Fire Services, LLC. and authorizing execution of the agreement.

Background

Purchasing solicited sealed proposals for Fire & Safety, Inspection, Testing and Maintenance. 11 suppliers participated in the RFP of which 5 submitted a response. 1 response was determined to be non-responsive. After evaluation of the 4 responsive submittals, it was determined that interviews would be held with 2 of the suppliers. After the interview phase, it was determined that Impact Fire Services submitted the best value response. The total amount of this contract will be $65,384.00 per year for an initial 2 year term with 4 additional annual renewal options. Department point of contact is Shantil Moore. Funding source is 01.0100.0509.004500 (Testing) & 01.0100.0509.004510 (Maintenance & Repair) and was budgeted for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solicitation Summary

Contract

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 10:26 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:32 AM
Form Started By: Thomas Skiles		Started On: 02/18/2020 07:50 AM
Final Approval Date: 02/20/2020		

Solicitation summary (2855)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Proposals for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Proposal. However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this RFP.

****All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.**

GENERAL INFORMATION:

Contractor shall provide fire alarm, suppression systems, backflow, fire extinguishers, fire retardant applications, and other safety systems testing, inspection, and maintenance services at each Williamson County facility listed in Attachment B - Williamson County Premises, Equipment List and Device Counts, attached hereto and incorporated herein for all purposes. The systems listed in Attachment B - Williamson County Premises, Equipment List and Device Counts are representative of the known systems in each facility and may or may not be all inclusive; however, Contractor shall be responsible for inspection and testing of all systems at each premise whether listed or not.

INITIAL CONTRACT TERM:

Initial 2 (Two) year term beginning on or after February 1, 2020 and shall expire September 30, 2022.

RENEWAL OPTIONS:

Any renewals shall be in 12 (twelve) month increments. The total contract period, including any renewals, shall not exceed a maximum combined period of 72 (seventy- two) months.

PRE-PROPOSAL MEETING:

January 8, 2020 at 9:30 am, in the Purchasing Training Room located at 100 Wilco Way, Georgetown, Tx.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- Impact Fire Services (Impact Fire Services)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 11)
  - 1st FP Austin, LLC
    - Participant since : Jan 15 2020 10:05:48 AM
  - Beckwith Electronic Systems, llc.
    - Participant since : Jan 9 2020 1:32:40 PM
  - Fire King LLC
    - Participant since : Jan 9 2020 12:16:09 PM
  - Impact Fire Services
    - Participant since : Jan 8 2020 12:47:07 PM
  - Brazos Valley Contractors Association
    - Participant since : Jan 2 2020 5:03:27 PM
  - Firetrol Protection Systems
    - Participant since : Dec 31 2019 7:56:39 AM
  - Koetter Fire Protection of Austin LLC
    - Participant since : Dec 19 2019 2:18:23 PM
  - Texas Fire Suppression Inc.
    - Participant since : Dec 17 2019 4:01:33 PM
  - Convergint Technologies
    - Participant since : Dec 16 2019 8:09:12 AM
  - Valor Fire Protection
    - Participant since : Dec 11 2019 4:20:10 PM
  - Advantage Interests Inc
    - Participant since : Dec 11 2019 12:10:01 PM
- **Offer phase** (Number of offers in phase: 5)
  - Valor Fire Protection (Valor Fire Protection) Time and date of submitting: Jan 20 2020 1:25:30 PM
  - Firetrol Protection Systems (Firetrol Protection Systems) Time and date of submitting: Jan 22 2020 9:57:41 AM
  - 1st FP Austin, LLC (1st FP Austin, LLC) Time and date of submitting: Jan 22 2020 12:15:29 PM
  - Koetter Fire Protection of Austin LLC (Koetter Fire Protection of Austin LLC) Time and date of submitting: Jan 22 2020 1:51:29 PM
  - Impact Fire Services (Impact Fire Services) Time and date of submitting: Jan 20 2020 4:15:23 PM
- **Evaluation** (Number of offers in phase: 4)
  - Firetrol Protection Systems (Firetrol Protection Systems)
  - 1st FP Austin, LLC (1st FP Austin, LLC)
  - Koetter Fire Protection of Austin LLC (Koetter Fire Protection of Austin LLC)
  - Impact Fire Services (Impact Fire Services)
- **Offer-verification** (Number of offers in phase: 1)
  - Impact Fire Services (Impact Fire Services) Time and date of submitting: Feb 14 2020 1:08:37 PM
- **Awarding** (Number of offers in phase: 1)

- Impact Fire Services (Impact Fire Services)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Dec 5 2019 8:09 AM	—	Johnny Grimaldo
Preparation	Phase	Dec 5 2019 8:09 AM	Dec 10 2019 2:00 PM	
Offer phase	Phase	Dec 10 2019 2:00 PM	Jan 22 2020 3:00 PM	
Q&A Deadline	Date	Jan 16 2020 3:00 PM	—	
Evaluation	Phase	Jan 22 2020 3:00 PM	Feb 12 2020 3:00 PM	
Consensus Meeting	Date	Jan 23 2020 12:00 AM	—	
Offer-verification phase	Phase	Feb 12 2020 3:00 PM	Feb 27 2020 11:00 AM	
Award phase	Date	Feb 27 2020 11:00 AM	—	

Results

- **Offer phase** (Dec 10 2019 - Jan 22 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	Impact Fire Services	–	–	–	–	–	$65,384	72.5%	Yes
2	Koetter Fire Protection of Austin LLC	–	–	–	–	–	$119,846	76.43%	Yes
3	Firetrol Protection Systems	–	–	–	–	–	$100,650	47.5%	Yes
4	1st FP Austin, LLC	–	–	–	–	–	$131,888	58.57%	Yes
5	Valor Fire Protection	1	–	–	–	–	$78,515	0%	No

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	Impact Fire Services	–	–	–	–	–	$65,384	72.5%	Yes
2	Koetter Fire Protection of Austin LLC	–	–	–	–	–	$119,846	76.43%	No
3	Firetrol Protection Systems	–	–	–	–	–	$100,650	47.5%	No
4	1st FP Austin, LLC	–	–	–	–	–	$131,888	58.57%	No

- **Offer-verification** (Feb 12 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	Impact Fire Services	–	–	–	–	–	—	Yes

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
1	Impact Fire Services	–	–	–	–	–	—

Contracts

There are no contracts added

Comments

No comments

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FIRE & SAFETY INSPECTION TESTING & MAINTENANCE (Williamson County RFP #2855)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Impact Fire Services, LLC** with offices at 14000 Summit Dr. #700, Austin, TX 78728 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Service Provider's Response to RFP #2855, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties. The initial term of this contract will be March 1, 2020 to September 30, 2022 with four (4) options to renew for an additional one (1) year period each thereafter unless terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on the fee schedule and pricing included in Service Provider's Response to RFP #2855 (Exhibit C to Response, annual base amount $65,384 with additional charges for requested services). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. This contract;
B. RFP #2855, including terms and conditions;
C. Service Provider's Response to RFP #2855;
D. Sheriff's Office Security Addendum; and
E. Any required insurance certificates evidencing required coverages.

All documents incorporated herein as if copied in full.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized

areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Justin Kuhlman
Printed Name	Printed Name
Date: _____, 2020	Date: February 14th, 2020

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

February 12, 2020

To: Purchasing

Re: RFP 2855 – Letter of Award Recommendation

The recommendation from the RFP Evaluation Committee is to award the Fire and Safety Inspection, Testing, Maintenance, and Repair Service for Williamson County contract to Impact Fire Services. This evaluation is based on price for services, professional experience, on-going training, headquarter location, availability of experienced licensed experts in the trade, responsiveness to emergencies and relevant experience on similar projects. Proposal pricing is within the current budget for these services.

The Facilities Department recommends that Williamson County award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

Commissioners Court - Regular Session **33.**

Meeting Date: 02/25/2020

Contract for Engineering Services for bay addition at Medic 11 EMS

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Engineering Services between Fugro USA Land, Inc. and Williamson County and authorizing execution of the contract. Funding source is P512.

Background

This is for a bay addition at Medic 11 EMS at 1781 E. Old Settlers Blvd, Round Rock, Texas 78664. The service contract terms and conditions, along with the firm's fees and rate sheet, are attached. The maximum amount payable under this contract, without modification, is $4,955.00. The point of contact is Tom Stanfield.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Signed agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:38 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:42 AM
Form Started By: Johnny Grimaldo		Started On: 02/19/2020 08:11 AM
Final Approval Date: 02/20/2020		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Fugro USA Land, Inc. ("Engineer")**
ADDRESS: **8613 Cross Park Drive, Austin, Texas 78754**
PROJECT: **Construction Materials Testing and Inspection for the Williamson County Medic 11 EMS Addition Project ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Project Manual including Plans and Specifications and Construction Documents prepared by Reliance Architecture, LLC being issued September 13, 2019.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **$4,955.00** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Department
Attn: Tom Stanfield,
Project Manager
3101 SE Inner Loop
Georgetown, TX 78626

County shall have the right, from time to time, to change the County's Designated

[b] *See* Art. 6, *supra.*

Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Fugro USA Land, Inc.
Attn: Hameed M. Baquer
8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be

pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs

stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by

Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit

any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Facilities Department
   c/o: Dale Butler, Director
   3101 SE Inner Loop
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Fugro USA Land, Inc.
Attn: Hameed M. Baquer
8613 Cross Park Drive
Austin, Texas 78754

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract 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 or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from

time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

ENGINEER

FUGRO USA LAND, INC.

By Peter H. Bush

Printed Name: Peter H. Bush, P.E.

Title: Senior Vice President

Date: February 4, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Peter H. Bush the Sr. Vice President of **ENGINEER**, on behalf of said firm.

LISA A. THOMAS
My Notary ID # 3570898
Expires January 14, 2022

Lisa A. Thomas
Notary Public in and for the
State of Texas

My commission expires: 1-14-22

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

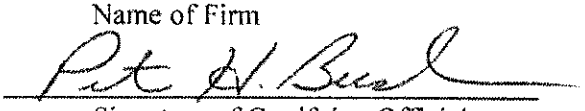
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

FUGRO USA LAND, INC.
Name of Firm


Signature of Certifying Official

Peter H. Bush, P.E.
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

February 4, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Peter H. Bush the Sr. Vice President of Fugro USA Land, Inc., on behalf of said firm.

LISA A. THOMAS
My Notary ID # 3570898
Expires January 14, 2022

Lisa A. Thomas
Notary Public in and for the
State of Texas

My commission expires: 1-14-22

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: Engineer is to perform construction materials testing and inspection of the Project, as it is outlined in the Project plans and specifications, which includes the following:

- Earthwork Testing;
- Concrete Reinforcing Steel Observation;
- Concrete Testing; and
- Hot Mix Asphaltic Concrete Testing.

For placement and compaction of fill or backfill, Engineer will provide a soil technician when requested to perform required field density tests. Laboratory tests will consist of Atterberg limit determinations, gradation analyses, and moisture density relationships.

When requested, Engineer will observe the concrete reinforcement prior to structural concrete placements. Bar size, spacing, splicing, cleanliness, and cover will be examined for compliance with the approved structural drawings.

When requested, Engineer's duties for cast-in-place concrete monitoring will be slump testing, molding compression test cylinders, and concrete compression testing. Concrete will be observed for slump at the point of placement, and one set of concrete cylinders will be cast at the specified frequency. Air content will be tested for concrete exposed to weather. Engineer's fees do not include control or documentation of the initial field-curing environment of the compressive strength test cylinders.

Engineer's duties for hot mix asphalt testing and coring will include collecting bulk hot mix asphalt samples (bag samples) for laboratory testing to determine bulk specific gravity, maximum theoretical specific gravity and asphalt content and gradation using the extraction method. Engineer will also collect asphalt core samples to compare field density values against the laboratory values.

Engineer assumes the paving contractor will collect the bag samples during placement and carefully note the location of retrieval to subsequently allow Engineer to obtain the cores of the completed mat at the related bag sample locations for comparison.

Engineer's field technician(s) will immediately report results of field observations directly to the on-site job superintendent and owner's representative. We will assist the superintendent in identification and correction of any observed non-compliances with project specifications. In no case will our technician direct the contractor's operations, waive specifications, or make final acceptance of the contractor's work. Written reports will be transmitted electronically.

The Scope of Services set out herein does not include:

- Engineering consultation regarding any observed non-conformances;
- Inspection of any items at off-site suppliers and fabrication plants; it is assumed that suppliers and fabrication plants employed by the contractor have their own QA/QC program to satisfy the project and local building code requirements;
- Special Inspection services;
- Verification of project lines-and-grades;
- Assistance with contractor's means and methods;
- Self-Initiation of testing events; and
- Standby time, trips to site for cancellations without notice, retesting, reinspection, or testing services for the contractor's convenience or internal Quality Control.

Materials testing services are for quality control purposes only. In no way are Engineer's personnel responsible for the job site safety of others, nor do they have stop-work authority. However, Engineer's personnel will conduct their work in a safe, workman-like manner, and will observe work-site safety requirements.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Fugro Usa Land, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Fugro USA Land, Inc.

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

1. Field Technicians	**Regular Time**(1)	**Overtime**(2)
1.1 Technician (NICET Level I or equivalent)	$ 48.00/hour	$ 56.00/hour
1.2 Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)	$ 58.00/hour	$ 68.00/hour
1.3 Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)	$ 90.00/hour	$ 100.00/hour
1.4 Certified Welding Inspector	$ 80.00/hour	$ 90.00/hour

2. Field Testing and Equipment Unit Rate

2.1 Transportation (Minimum $0.60/mile) ..... $ 65.00/trip
2.2 Nuclear Density Tests (In addition to technician time) ..... $ 19.00/test
2.3 Torque Wrench ..... $ 21.00/day
2.4 Dye Penetrant & Magnetic Particle Supplies ..... Cost
2.5 Ultrasonic Testing Equipment ..... $ 26.00/hour
2.6 Asphalt Coring Equipment ..... $ 30.00/hour
2.7 Concrete Coring Equipment ..... $ 26.00/hour
2.8 Concrete Core Bit Charges ..... + bit charge
2.8.1 3 inch-diameter Core ..... $ 3.00/inch
2.8.2 4 inch-diameter Core ..... $ 4.00/inch
2.8.3 6 inch-diameter Core ..... $ 6.00/inch
(Other sizes quoted upon request)
2.9 Floor Flatness/Floor Levelness Equipment (ASTM E1155) ..... $ 210.00/day
2.10 Air Content of Fresh Concrete (ASTM C173, C231) ..... $ 25.00/each
2.11 Unit Weight of Fresh Concrete (ASTM C138) ..... $ 42.00/each
2.12 Soil-Lime Field Gradation (TEX-101-E, Part III) ..... $ 37.00/each
2.13 Center-Pull Ram, Gauge and Hand Pump (pull test) ..... $ 52.00/test

3. Laboratory Testing - Soil

3.1 Natural Moisture Content (TEX-103-E) ..... $ 16.00/each
3.2 Atterberg Limits (TEX-104, 105, 106, 107-E) ..... $ 75.00/each
3.3 Sieve Analysis (TEX-110-E) ..... $ 75.00/each
3.4 Percent Passing No. 200 Sieve (TEX-111-E) ..... $ 45.00/each
3.5 Combined Sieve Analysis (TEX-110, 110-E) ..... $ 70.00/each
3.6 Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E) ..... $ 235.00/each
3.7 Texas Triaxial Compression Test on Base Material (TEX-117-E Part II) ..... $1,600.00/set of 9
3.8 Wet Ball Mill (TEX-116-E) ..... $ 170.00/each

3.9 Permeability of Silt or Clay (ASTM D 5084) ..... $ 450.00/each
3.10 Sample Remolding ..... $ 65.00/each
3.11 Sample Preparation (Soils with P.I. >25, or TEX-101-E) ..... $ 65.00/sample
3.12 Soil pH (TEX-128-E) ..... $ 65.00/each
3.13 Soil-Lime pH Series (6 points, TEX-121-E, Part III) ..... $ 220.00/set
3.14 Soluble Sulfates (TEX-145-E) ..... $ 95.00/each
3.15 Hydrometer (ASTM D422) ..... $ 235.00/each

4. Laboratory Tests - Concrete and Cement

4.1 Sodium Soundness of Aggregate (ASTM C88) ..... $ 285.00/each
4.2 Aggregate Sieve Analysis (ASTM C136) ..... $ 73.00/each
4.3 Specific Gravity of Aggregate (ASTM C127, 128) ..... $ 73.00/each
4.4 Absorption of Aggregate (ASTM C127, 128) ..... $ 73.00/each
4.5 Unit Weight of Aggregate (ASTM C29) ..... $ 73.00/each
4.6 Concrete Cylinder Compressive Strength (ASTM C39) ..... $ 19.00/each
4.7 Beam Flexural Strength (ASTM C 78) ..... $ 53.00/each
4.8 Mortar Cube Compressive Strength (ASTM C780) ..... $ 19.00/each
4.9 Grout Specimen Compressive Strength (ASTM C1019) ..... $ 47.00/each
4.10 Concrete Masonry Unit Strength (ASTM C140) ..... $ 85.00/each
4.11 Concrete Masonry Unit Prism Strength (ASTM C1314) ..... $ 235.00/each
4.12 Drilled Core Compressive Strength (ASTM C42) ..... $ 85.00/each

5. Laboratory Testing - Asphalt and Roofing

5.1 Mix Design (Hveem or Marshall Method) ..... Quoted on Request
5.2 Molding Test Specimens, 3 per set (TEX-206-F), Bulk Density (TEX-207-F), and Stability (TEX-208-F)..... $ 135.00/set
5.3 Determine Maximum Theoretical Density (TEX-227-F) ..... $ 78.00/each
5.4 Asphalt Content & Gradation (TEX-236-F, 200-F), oven ..... $ 240.00/each
5.5 Asphalt Oven Correction Factors (TEX-236-F, 200-F), oven $1,150.00/each
5.6 Asphalt Content and Gradation (ASTM D2172), extraction ..... $ 420.00/each
5.7 Bulk Specific Gravity of Asphalt Core (TEX-207-F) ..... $ 47.00/each
5.8 Roof Ballast Sieve Analysis..... $ 63.00/each
5.9 Oven Dried Moisture Content of Roofing Materials ..... $ 37.00/each

6. Laboratory Testing - Structural Steel

6.1 Weld Procedure and Welder Qualification Testing Rates ..... Quoted on Request
6.2 Laboratory Density of Field Cut Fireproofing ..... $ 53.00/each

7. Report Preparation

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:
7.1 Word Processing ..... $ 65.00/hour
7.2 Drafting ..... $ 79.00/hour

7.3 Reproduction ..... Cost
7.4 Postage and Overnight Service ..... Cost

8. Engineering Consultation
8.1 Senior Consultant or Project Principal ..... $ 205.00/hour
8.2 Project Manager ..... $ 175.00/hour
8.3 Project Engineer, Laboratory Manager ..... $ 140.00/hour
8.4 Geologist ..... $ 140.00/hour
8.5 Graduate Professional ..... $ 105.00/hour
8.6 Senior Supervising Technician ..... $ 90.00/hour

9. Outside Services ..... **Cost**

Notes:
(1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.

(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **34.**

Meeting Date: 02/25/2020

Medic 11 ODR (P512)

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve change orders for the contract with LMC Corporation in relation to the Medic 11 EMS project for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work of Medic 11 and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and contractor. Tom Stanfield will be serving as the Project Manager on this project. Any change orders approved by Tom Stanfield will be placed on the Commissioners Court Consent Agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:21 AM
Form Started By: Wendy Danzoy		Started On: 02/20/2020 09:02 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **35.**

Meeting Date: 02/25/2020

Authorize TIPS Contract 170602 and Service Contract for Asbestos Study for Flooring Renovation at CTTC

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a service contract between SSCi and Williamson County for an Asbestos Study as per TIPS Contract #170602 and authorizing execution of the agreement.

Background

This is for an Asbestos Study for Flooring Renovation at CTTC at 601 N. Alligator Rd, Grainer, TX. The Quote is for $1,550.00. The point of contact is Tom Stanfield and Funding Source is P514 approved for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Signed Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/20/2020 11:48 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:51 AM
Form Started By: Johnny Grimaldo		Started On: 02/20/2020 10:50 AM
Final Approval Date: 02/20/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR ASBESTOS SURVEY FOR FLOORING RENOVATION
(601 N. Alligator Road, Granger, Texas)
TIPS #170602

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** with offices at 17041 El Camino Real, Ste. 200, Houston, TX 77058, (hereinafter "SSCI"). The County agrees to engage SSCI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. SSCI shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: SSCI will be compensated based on a fixed fee for the specific project herein. **The fixed fee amount under this agreement is $1,550.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: SSCI shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

Upon execution of this Contract, SSCI shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Proposal/Quotation, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that SSCI shall not in any sense be considered a partner or joint venturer with The County, nor shall SSCI hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SSCI shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than

what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SSCI or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SSCI SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SSCI, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SSCI HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SSCI SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SSCI OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: SSCI agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Confidentiality: SSCI expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Resolution of Conflicting Terms and Conditions: In the event there is a conflict between the terms and conditions of this Contract and the terms and conditions of any document incorporated into this Contract by reference or attachment, the terms and conditions of this Contract shall control.

XVI.

Good Faith Clause: SSCI agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: SSCI may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20___

SEPARATION SYSTEMS CONSULTANTS, INC.:

_____
Authorized Signature

Jo Drake Keim
Printed Name

Date: February 20, 2020

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)

SSCI
Environmental, Construction and Engineering Services

February 13, 2020

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Tom Stanfield
Phone: (512) 943-1636
E-mail: tom.stanfield@wilco.org

RE: Asbestos Survey for Flooring Renovation
Drug Rehabilitation Facility
601 N. Alligator Road
Granger, Texas
SSCI Project No.: 54043
TIPS Contract No. 170602

Mr. Stanfield:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey prior to the Flooring Renovation of the Drug Rehabilitation Facility located at 601 N. Alligator Road in Granger, Williamson County, Texas 76530. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the renovation of on-site buildings. The proposed survey includes identification of ACM within permanent structures located on the Site, including houses, garages, and warehouses, and excludes non-permanent structures such as trailers. At the request of the client, this project will be performed under SSCI's existing The Interlocal Purchasing System (TIPS) contract (contract no. 170602). SSCI's proposed services are provided below.

Asbestos Survey for Demolition

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed flooring renovation of the on-site buildings. The findings of the sampling event will be presented in a survey report. If ACMs are identified, the owner will be able to use the survey

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
jdkeim@sscienvironmental.com

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)

report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include flooring mastic throughout the building. Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI estimates that no more than three (3) samples of suspected ACMs will be collected from the interior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard 5-business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the point-count technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the client's request by gravimetric reduction or similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of $1,550.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard 5-business day turnaround timeframe. A final report for each of the Sites will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Flooring Renovation
Drug Rehabilitation Facility
601 N. Alligator Road
SSCI Project No. 54043

Description	Quantity	Rate	Units	Amount
Asbestos and Lead-Based Paint Survey for Demolition				
Principal	1	$200.00	Hour	$200.00
Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	8	$75.00	Hour	$600.00
Asbestos PLM Analysis (5-Day TAT)	3	$10.00	Each	$30.00

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)

Vehicle	1	$95.00	Day	$95.00
Sub Total				$1,060.00
Reporting				
Senior Project Manager	1	$135.00	Hour	$135.00
Licensed Asbestos Inspector	2	$75.00	Hour	$150.00
Environmental Technician	2	$70.00	Hour	$140.00
Clerical	1	$65.00	Hour	$65.00
Sub Total				$490.00
TOTAL				$1,550.00

Reporting, Cost, and Schedule

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client;
- Field activities will be completed over the course of one (1) day. More than one (1) day will result in additional fees; and
- No more than three (3) samples of suspected ACM will be collected from the Site for analysis. Greater than three (3) samples will be invoiced at the unit rate for analysis.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at blopez@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,

Commissioners Court - Regular Session **36.**

Meeting Date: 02/25/2020

Rodriguez On Call WA3 Sup2

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under Williamson County Contract between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing. Funding source is 01.0200.0210.004160.

Background

This supplemental is to increase the maximum amount payable from $50,000.00 to $75,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez On Call WA3 Sup2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/20/2020 10:07 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:19 AM
Form Started By: Vicky Edwards		Started On: 02/14/2020 10:13 AM
Final Approval Date: 02/20/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Geotechnical Engineering and Material Testing

This Supplemental Work Authorization No. _2__ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Engineering Laboratories, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective July 31, 2018 (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 Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$75,000.00**. 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. Firm 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 Firm 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 Firm.

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 Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By:	By: _____
Signature	Signature
Jose Melendez, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Lab. Engineer	Williamson County Judge
Title	Title
2/11/2020	_____
Date	Date

Attachment C - Work Schedule

Rodriguez Engineering Laboratories will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **37.**

Meeting Date: 02/25/2020

Awarding RFQ #2571 MOKAN Corridor Planning and Design

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2571 Williamson County MOKAN Corridor Planning and Design to the overall most qualified firm CP&Y, Inc. and authorizing execution of the agreement.

Background

Purchasing solicited for sealed statements of qualifications for MOKAN Corridor Planning and Design. 41 firms participated in the RFQ of which 2 firms submitted a response. After an evaluation of the 2 firms, it was determined that CP&Y, Inc. was the most qualified firm to provide the requested services. The not-to-exceed amount for this contract is $3,000,000.00. Department point of contact is Bob Daigh. Funding source 2019 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Solicitation Summary

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:22 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:25 AM
Form Started By: Thomas Skiles		Started On: 02/18/2020 07:42 AM
Final Approval Date: 02/20/2020		

RECEIVED
FEB 0 6 2020
BY: PST

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CP&Y, Inc. ("Engineer")**
ADDRESS: **13809 Research Blvd, Suite 300, Austin, Texas 78750**
PROJECT: **MoKan Corridor Planning & Design ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million Dollars and 00/100 ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Andrew Atlas, Senior Vice President
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Andrew Atlas
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract 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 or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

ok
2/1/22

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

CP&Y, Inc.

By _____

Printed Name: Andrew Atlas

Title: Senior Vice President

Date: February 5, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

CP&Y, Inc.
Name of Firm

Signature of Certifying Official

Andrew Atlas
Printed Name of Certifying Official

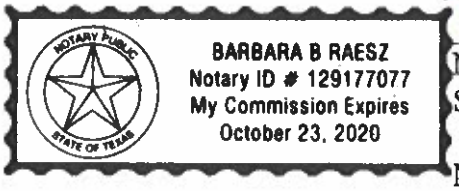
Senior Vice President
Title of Certifying Official

February 5, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Andrew Atlas the Senior Vice President of CP&Y, Inc., on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 10/23/2020

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Transportation Corridor MoKan Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate

MoKan Corridor Planning & Design

CP&Y, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Project Manager	$265.00
Quality Manager	$174.00
Senior Engineer	$224.00
Project Engineer	$191.00
Design Engineer	$158.00
Engineer-In-Training	$121.00
Senior Engineer Tech	$154.00
Engineer Tech	$111.00
Survey Project Manager	$200.00
Project Surveyor/RPLS	$150.00
Senior Survey Tech	$126.00
Survey Technician	$105.00
1-man Field Crew	$125.00
2-man Field Crew	$150.00
3-man Field Crew	$180.00
Executive Assistant	$84.00
Environmental Manager	$251.00
Senior Environmental Planner	$245.00
Environmental Planner IV	$174.00
Environmental Planner I/II	$111.00
Senior Environmental Scientist	$174.00
Environmental Scientist IV	$154.00
Environmental Scientist III	$121.00
Environmental Scientist I/II	$111.00
Senior Architectural Historian	$148.00
Architectural Historian	$107.00
Admin/Clerical	$121.00
Senior GIS Operator	$111.00
GIS Operator	$101.00

Exhibit D - Rate

MoKan Corridor Planning & Design

CDM Smith	
Direct Labor	
CATEGORY	**RATE**
Project Principal	$350.00
Senior Project Engineer	$300.00
Senior Engineer	$250.00
Project Engineer	$175.00
Engineer-in-Training (EIT)	$125.00
Senior Engineering Technician	$140.00
Engineering Technician	$100.00
Planning Director	$300.00
Senior Travel Demand Modeler	$275.00
Travel Demand Modeler III	$250.00
Travel Demand Modeler II	$150.00
Senior Planner	$220.00
Planner II	$150.00
Planner I	$125.00
Project Administrator	$125.00
Clerical	$100.00
Quality Manager	$250.00

Exhibit D - Rate

MoKan Corridor Planning & Design

Corsair Consulting, LLC	
Direct Labor	
CATEGORY	**RATE**
Principal	$271.00
Senior Project Manager	$271.00
Project Manager	$240.87
Senior Engineer	$180.66
Project Engineer	$165.59
Design Engineer	$143.01
Engineer-In-Training	$105.37
Senior Engineer Tech	$82.80
Engineer Tech	$46.97
Admin/Clerical	$75.28

Exhibit D - Rate

MoKan Corridor Planning & Design

Cox McLain Environmental Consulting	
Direct Labor	
CATEGORY	**RATE**
CR Principal Investigator	$125.00
CR Field Director	$85.00
CR Crew Chief	$70.00
CR Field Crew I	$45.00
CR Field Crew II	$55.00
GIS Operator	$80.00
Technical Writer / Editor	$75.00
Admin / Safety	$65.00
Environmental Manager	$160.00
Senior Environmental Planner	$125.00
Environmental Planner IV	$110.00
Environmental Planner I/II	$80.00
Senior Environmental Scientist	$90.00
Environmental Scientist IV	$80.00
Environmental Scientist III	$70.00
Environmental Scientist I/II	$60.00
Senior Architectural Historian	$110.00
Architectural Historian	$85.00

Exhibit D - Rate

MoKan Corridor Planning & Design

Halff	
Direct Labor	
CATEGORY	**RATE**
Technical Advisor	$350
Project Manager	$265
Quality Manager	$230
Senior Engineer	$220
Project Engineer	$180
Design Engineer	$155
Engineer-In-Training	$118
Senior Engineer Tech	$130
Engineer Tech	$100
Senior CADD Operator	$115
CADD Operator	$90
Senior GIS Operator	$150
GIS Operator	$120
GIS Technician	$85
Admin/Clerical	$80

Exhibit D - Rate

MoKan Corridor Planning & Design

K. Friese and Associates	
Direct Labor	
CATEGORY	**RATE**
Senior Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer	$225.00
Project Engineer	$185.00
Design Engineer	$150.00
Engineer-In-Training	$125.00
Senior Engineer Tech	$130.00
Engineer Tech	$125.00
Admin/Clerical	$90.00
Senior GIS Operator	$130.00
GIS Operator	$125.00
GIS Technician	$110.00

Exhibit D - Rate

MoKan Corridor Planning & Design

Surveying And Mapping, Inc.	
Direct Labor	
CATEGORY	**RATE**
Project Engineer	$180.00
Senior Project Engineer	$195.00
Engineer Tech	$102.00
Admin/Clerical	$75.00
Principal	$200.00
Senior Project Manager	$175.00
Project Manager	$150.00
Senior Survey Technician	$105.00
Survey Technician	$95.00
Two (2) Person Survey Field Crew	$150.00
Three (3) Person Survey Field Crew	$190.00
Project Coordinator - Mobile LiDAR	$120.00
Senior Field Coordinator	$160.00
Field Coordinator	$125.00
Mobile LiDAR Processing Technician	$98.00
Project Coordinator - AM	$120.00
Certified Photogrammetrist	$120.00
Analytical Triangulation Specialist	$110.00
Aerial Mapping Technician	$98.00
Orthophoto Specialist	$110.00
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$98.00
Aerial Office Technician	$98.00
Project Coordinator - AP	$120.00
Aerial Processing Technician	$110.00
Project Coordinator - FWAL	$120.00
Airborne LiDAR Processing Technician	$110.00
Project Coordinator - HAL	$120.00
Helicopter LiDAR Processing Technician	$110.00
Helicopter LiDAR Processing Technician	$110.00
EIT / Graduate Engineer	$128.00
Senior Engineer Tech	$125.00

Exhibit D - Rate

MoKan Corridor Planning & Design

DIRECT EXPENSES FOR PRIME AND ALL SUBS	RATE
Photocopies B/W (8 1/2" X 11") / each	$0.25
Photocopies B/W (11" X 17") / each	$0.50
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.50
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50
Color Graphics on Foam Board / square foot (bill actual w/o tax)	$11.00
Cardstock Color (8 1/2" x 11") / each	$2.00
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
Cardstock Color (8 1/2" x 11") / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Noise Meter Rental / per day	$80.00
Backhoe and operator/per day	$1,450.00
GPS GIS Grade (per day)	$80.00
MOBILIZATION \ DEMOBILIZATION / LS	$500.00
SOIL DRILLING & SAMPLING (COHESIVE SOILS): CONTINUOUS IN THE UPPER 10 FT AND AT 5 FT INTERVALS THEREAFTER. SPT SAMPLES IN GRANULAR SOILS. / PER FOOT	$28.00
ROCK CORING / PER FOOT	$42.00
TCP TESTS (AT 5 FT. INTERVALS IN ALL BORINGS). / EACH	$15.00
BACKFILL WITH SOIL CUTTINGS / GROUTING WITH BENTONITE CHIPS. / PER FOOT	$8.00
MOISTURE CONTENT (ASTM D2216) / EACH	$10.00
ATTERBERG LIMITS (ASTM 4318) / EACH	$80.00
PERCENT PASSING NO. 200 SIEVE (ASTM D1140) / EACH	$42.00
SIEVE ANALYSIS (ASTM D422) / EACH	$95.00
UNCONFINED COMPRESSIVE - SOIL (ASTM D2166) / EACH	$70.00
UNCONFINED COMPRESSIVE - ROCK (ASTM D7012) / EACH	$75.00
CONSOLIDATED-UNDRAINED COMPRESSION TEST WITH PORE PRESSURE, MULTI- SAMPLE, 3 PER FAILURE ENVELOPE (INCLUDES DUW & STRESS-STRAIN CURVES) ASTM D4767 / EACH	$1,400.00
CONSOLIDATION, INCREMENTAL LOADING (ASTM 2435) / EACH	$500.00
CORROSION SUITE (SULFATES, CHLORIDES, AND PH) / EACH	$175.00
RESILIENT MODULUS (RM) / EACH	$650.00
STANDARD PROCTOR (ASTM 698) / EACH	$250.00
TRAFFIC CONTROL / DAY	$2,300.00
SAMPLE STORAGE (PER MONTH) / MONTH	$500.00
Deed Copies/Sheet	$2.00
Control Monuments/each	$90.00
Ground Target(Includes paint, panel material, etc.)/each	$20.00
GPS Receiver / Hour	$25.00
Terrestrial Laser Scanner / Hour	$100.00
Helicopter Airborne Lidar / Hour	$700.00

Exhibit D - Rate

MoKan Corridor Planning & Design

DIRECT EXPENSES FOR PRIME AND ALL SUBS	RATE
Digital Imagery Processing / Each	$30.00
LiDAR Mobile Mapping System / Day	$9,500.00
Aerial Photography Flight Crew Fixed Wing Aircraft / Hour	$205.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator) / Hour	$120.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator) / Hour	$315.00
AP Transit Miles / Mile	$15.00
AP Project Flight Miles / Mile	$35.00
AP ABGPS Processing / Project	$3,000.00
FWAL Transit Miles / Mile	$15.00
FWAL Project Flight Miles / Mile	$35.00
Aerial LiDAR System / Day	$1,300.00
B&W processing (film, development, scanning) / each	$25.00
CIR processing (film, development, scanning) / each	$30.00
Color processing (film, development, scanning) / each	$30.00
Digital Image Processing / each	$27.00
Ground Penetrating Radar	$415.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder) (Day Rate)	$35.00
Geophysical Locating Equipment (Day Rate)	$65.00
Environmental Supplies (Day Rate)	$27.00
ATV or Utility Vehicle (Day Rate)	$75.00
Mobilization for Aerial Photography/LiDAR Fixed Wing Aircraft (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$27,500.00
Mobilization for Helicopter Airborne LiDAR (Includes helicopter, Pilot, LiDAR Operator, fuel and transportation cost)	$27,500.00
Mobilization for Rotary Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$5,000.00
Mobilization for Fixed Wing Unmanned Aerial System Photography/LiDAR (Includes aircraft, Pilot, Camera/LiDAR Operator, fuel and transportation cost)	$5,000.00
Mobilization for Mobile Mapping System (Includes Vehilce, Driver, Camera/LiDAR Operator, fuel and transportation cost)	$9,500.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Solicitation summary (2571)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Statements of Qualifications for the above-mentioned project.

Williamson County prefers and request electronic submittal of this RFQ. However paper responses will currently still be received. Instruction for submission via hard-copy are included in this RFQ.

PROJECT DESCRIPTION:

Williamson County is soliciting qualifications of engineering firms interested in providing planning and design engineering services to assist Williamson County staff in the development of the MOKAN Corridor within Williamson County as a managed lane facility.

SCOPE OF SERVICES:

The Statement of Qualification (SOQ) provided in response to this RFQ shall address the planning and design of MOKAN Corridor.

Professional services may include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, prepare environmental documents, obtain environmental clearance, and prepare final design, specifications, and estimates of probable cost for the project. Final design, specifications, bidding, and construction phase services may be included at the County's discretion.

Right of way legal assistance, public involvement, utility coordination, and daily construction observation will not be required on this contract.

Williamson County expects the prime provider firm to commit its project manager, as proposed in the Statement of Qualification, to the duration of the contract. Williamson County further expects the project manager's commitment to the contract to include commitment as project manager to each work authorization without further delegation or substitution over the course of the contract.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- CP&Y (CP&Y)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 41)
  - BGE, Inc.
    - Participant since : Nov 20 2019 4:06:17 PM
    - Removed on : Jan 3 2020 4:07:34 PM
  - HDR ENGINEERING, INC.
    - Participant since : Dec 12 2019 10:05:41 AM
  - Fugro USA Land, Inc.
    - Participant since : Dec 10 2019 9:01:39 AM
  - WSP USA
    - Participant since : Dec 6 2019 1:00:48 PM
  - Garver
    - Participant since : Nov 21 2019 12:01:07 PM
    - Removed on : Dec 6 2019 12:03:07 PM
  - PGAL
    - Participant since : Dec 6 2019 10:01:24 AM
  - T J K M
    - Participant since : Dec 5 2019 4:44:55 PM
  - Bridgefarmer & Associates
    - Participant since : Dec 5 2019 11:58:14 AM
  - Pavetex Engineering, LLC
    - Participant since : Dec 5 2019 10:14:58 AM
  - KCI Technologies, INC
    - Participant since : Dec 4 2019 11:32:06 AM
  - B&A
    - Participant since : Dec 3 2019 4:33:26 PM
  - Miller Gray
    - Participant since : Dec 3 2019 11:32:22 AM
  - Shaffer Creative
    - Participant since : Dec 3 2019 10:52:21 AM
  - GBA
    - Participant since : Dec 2 2019 11:16:18 AM
  - RS&H
    - Participant since : Dec 2 2019 11:04:50 AM
  - LNV, Inc.
    - Participant since : Nov 27 2019 10:30:40 AM
  - Studio1619
    - Participant since : Nov 27 2019 9:09:49 AM
  - Atkins North America, Inc.
    - Participant since : Nov 20 2019 10:38:40 AM
    - Removed on : Nov 26 2019 10:01:56 AM
  - Design Workshop
    - Participant since : Nov 26 2019 9:58:45 AM
  - Farr Associates Architecture & Urban Design P.C.
    - Participant since : Nov 25 2019 2:51:19 PM

- GGE Design & Consulting, LLC
  - Participant since : Nov 25 2019 11:43:59 AM
- IMS
  - Participant since : Nov 25 2019 12:49:21 AM
- Freese and Nichols
  - Participant since : Nov 22 2019 3:01:40 PM
- WSB
  - Participant since : Nov 22 2019 12:43:00 PM
- Pape-Dawson Engineers
  - Participant since : Nov 22 2019 10:19:34 AM
- Dannenbaum Engineering Company - Austin, LLC
  - Participant since : Nov 22 2019 7:24:26 AM
- Tfma
  - Participant since : Nov 22 2019 1:03:14 AM
- K Friese + Associates
  - Participant since : Nov 21 2019 1:43:13 PM
- LJA Engineering, Inc.
  - Participant since : Nov 20 2019 1:01:39 PM
- Freese and Nichols, Inc.
  - Participant since : Nov 20 2019 12:49:15 PM
- B2Z Engineering
  - Participant since : Nov 20 2019 11:56:37 AM
- CONSOR Engineers, LLC
  - Participant since : Nov 20 2019 9:52:40 AM
- Poznecki-Camarillo, Inc.
  - Participant since : Nov 20 2019 9:42:03 AM
- Rodriguez Transportation Group, Inc.
  - Participant since : Nov 20 2019 7:39:20 AM
- CP&Y
  - Participant since : Nov 20 2019 7:30:43 AM
- Jones|Carter
  - Participant since : Nov 20 2019 7:16:10 AM
- CLGann, LLC
  - Participant since : Nov 19 2019 7:03:56 PM
- Doucet & Associates, Inc.
  - Participant since : Nov 19 2019 5:13:35 PM
- Binkley & Barfield, Inc.
  - Participant since : Nov 19 2019 4:46:28 PM
- Alliance Transportation Group Inc.
  - Participant since : Nov 19 2019 3:32:30 PM
- Halff Associates
  - Participant since : Nov 19 2019 2:17:07 PM

- **Offer phase** (Number of offers in phase: 2)
  - CP&Y (CP&Y) Time and date of submitting: Jan 6 2020 5:10:11 PM
  - Tfma (Tfma) Time and date of submitting: Jan 7 2020 2:44:27 PM
- **Evaluation** (Number of offers in phase: 2)
  - CP&Y (CP&Y)
  - Tfma (Tfma)

- **Awarding** (Number of offers in phase: 1)
  - CP&Y (CP&Y)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Nov 12 2019 8:04 AM	—	Blake Skiles
Preparation	Phase	Nov 12 2019 8:04 AM	Nov 19 2019 10:30 AM	
Offer phase	Phase	Nov 19 2019 10:30 AM	Jan 7 2020 3:00 PM	
Q&A Deadline	Date	Jan 3 2020 3:00 PM	—	
Evaluation	Phase	Jan 7 2020 3:00 PM	Jan 30 2020 3:00 PM	
Award phase	Date	Jan 30 2020 3:00 PM	—	

Results

- **Offer phase** (Nov 19 2019 - Jan 7 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	CP&Y	–	–	1	–	–	—	75%	Yes
2	Tfma	–	–	1	–	–	—	50%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	CP&Y	–	–	1	–	–	—	75%	Yes
2	Tfma	–	–	1	–	–	—	50%	No

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	CP&Y	–	–	1	–	–	—	75%

Contracts

There are no contracts added

Comments

No comments

WILLIAMSON COUNTY
1848

February 6, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2571 Mokan Corridor Planning and Design

Based on the attached supporting documentation, the Mokan Corridor Planning and Design Selection Committee recommends the selection of CP&Y, Inc. which was the top ranked firm from the evaluation process.

Two firms were evaluated on January 23, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Commissioner Valerie Covey, Pct 3

EVALUATION - Mokan Corridor Planning & Design
RFQ 2571
DATE: January 23, 2020

Mandatory Criteria	Maximum Score Points	CP&Y	Conveyance Civil Engineering
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	20	15	5
Individuals on Project Team's Experience/Qualifications providing managed lane planning and design	20	15	5
Individuals on Project Team's Experience/Qualifications providing roadway planning and design	20	15	5
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and design	20	15	10
Individuals on Project Team's Experience/Qualifications providing structures planning and design	20	15	15
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	20	15	15
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	20	15	15
Understanding of the project	20	15	10
TOTAL	160	120	80

Commissioners Court - Regular Session **38.**

Meeting Date: 02/25/2020

Awarding RFQ #2574 Environmental Services

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2574 Environmental Services to the overall most qualified respondent SWCA, Inc. and authorizing execution of the related agreements.

Background

Purchasing solicited sealed statements of qualifications for Environmental Services. 34 suppliers participated in the RFQ of which 14 submitted a response. An evaluation was held and it was determined that SWCA was the most qualified to provide the services required by the County. The not-to-exceed contract amounts will be $500,000.00 (Road Bond) and $1,000,000.00 (Road & Bridge). Department point of contact is Bob Daigh. Funding Source 2019 Road Bond & 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Road & Bridge Contract

Road Bond Contract

Solicitation Summary

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:25 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:31 AM
Form Started By: Thomas Skiles		Started On: 02/19/2020 07:33 AM
Final Approval Date: 02/20/2020		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: SWCA, Incorporated ("Engineer")
ADDRESS: 4407 Monterey Oaks Blvd., Bldg. 1, Ste. 110, Austin, TX 78749
PROJECT: Road & Bridge Environmental On-Call Services ("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million Dollars ($1,000,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

[b] *See* Art. 6, *supra.*

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Thomas Allemand, Sr. Project Manager
SWCA, Incorporated
4407 Monterey Oaks Blvd., Bldg. 1, Ste. 110
Austin, TX 78749

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated

Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or

modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to

completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES,

INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Thomas Allemand, Sr. Project Manager
SWCA, Incorporated
4407 Monterey Oaks Blvd., Bldg. 1, Ste. 110
Austin, TX 78749

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the

occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract 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 or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and

conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

SWCA, Incorporated

By _____

Printed Name: Kevin Miller

Title: Vice President

Date: February 14, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Kevin A. Miller the Vice President of **ENGINEER**, on behalf of said firm.

Kendall Duncan
Notary Public in and for the
State of Texas

KENDALL DUNCAN
My Notary ID # 11878640
Expires February 17, 2024

My commission expires: 17 February 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SWCA, Incorporated
Name of Firm

Kevin O'Mille
Signature of Certifying Official

Kevin A. Miller
Printed Name of Certifying Official

Vice President
Title of Certifying Official

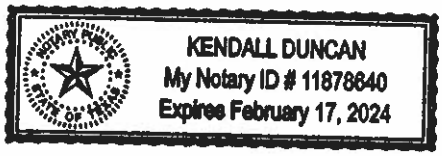
2 14, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kevin A. Miller the Vice President of SWCA, Incorporated, on behalf of said firm.

Kendall Duncan
Notary Public in and for the
State of Texas



My commission expires: 17 February 2024

EXHIBIT B

ENVIRONMENTAL SERVICES

Provide environmental services as directed by Williamson County representatives on on-call basis. The scope of services will be defined in each Work Authorization. The following is a general description of services anticipated but not limited to be provided under this contract.

Jurisdictional Waters Delineation
Background Archaeological Literature Search
Archaeological Survey, Data Recovery, Curation
City of Austin Environmental Assessment
Karst Terrain Features and Karst Invertebrate Survey
Geologic Assessment
Preparation of TCEQ Void Closure Plan
Phase I Environmental Site Assessment
Vegetation/Species Assessment
Categorical Exclusion Document Preparation
Biological Assessment Document Preparation
Biological Evaluation Document Preparation
Threatened and Endangered Species Studies, Habitat Mapping, Risk Assessment
- *Golden-cheeked warbler*
- *Black-capped vireo*
- *Jollyville Plateau salamander*
- *Georgetown salamander*
- *Salado salamander*
- *Karst invertebrates*

Phase I Environmental Site Assessment
Stom1water Pollution Prevention Plan (SWPPP)
Hazardous Materials Assessment
RHCP Participation Application
Hydrogeologic Modeling
Public Outreach
Groundwater Availability Certification
Texas Risk Reduction Program assessments and cleanup
Tank removals
Soil and groundwater management plans
Spill Prevention Control and Countermeasures (SPCC) Plans*
EAA Spill Prevention Response Plans (SPRP)*
TCEQ Permitting of USTs and ATSs on the Edwards Aquifer Contributing, Recharge, and Transition Zones*
EAA Permitting of ASTs on the Recharge Zone*
**these work products require PE certification*

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2020 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Principal-in-Charge	$285.00	Project Manager VII	$131.00
Project Manager XII	$205.00	Project Manager VI	$119.00
Project Manager XI	$187.00	Project Manager V	$109.00
Project Manager X	$171.00	Project Manager IV	$99.00
Project Manager IX	$153.00	Project Manager III	$89.00
Project Manager VIII	$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	Training / Facilitation

Subject Matter Expert	$210.00	Specialist V	$109.00
Specialist XII	$205.00	Specialist IV	$99.00
Specialist XI	$187.00	Specialist III	$89.00
Specialist X	$171.00	Specialist II	$79.00
Specialist IX	$153.00	Specialist I	$67.00
Specialist VIII	$142.00		
Specialist VII	$131.00	Technician II	$55.00
Specialist VI	$119.00	Technician I	$47.00

Administrative

Administrative VIII	$125.00	Administrative IV	$77.00
Administrative VII	$113.00	Administrative III	$66.00
Administrative VI	$101.00	Administrative II	$53.00
Administrative V	$89.00	Administrative I	$42.00

From: Kemble White
To: Tom Allemand
Subject: RE: RFQ 2574 Environmental Services Contract Template
Date: Friday, February 14, 2020 12:05:47 PM

EXTERNAL: This email originated from outside SWCA. Please use caution when replying.

Hi Tom,
Thanks so much. I ran into someone last week who indicated this request was coming. These are a slight bump up from our last approved rates (2018) for work with the conservation foundation are below:

Senior Karst Geoscientist	$155
Karst Geoscientist	$125
Karst Biologist	$100
Field Tech	$65

Thanks and please let me know if there's anything else I need to do.

Kemble

Kemble White Ph.D., P.G.

Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, Texas 78745
512-663-0156
www.cambrianenvironmental.com

From: Tom Allemand [mailto:Thomas.Allemand@swca.com]
Sent: Friday, February 14, 2020 10:50 AM
To: Kemble White <kwhite@cambrianenvironmental.com>
Subject: RE: RFQ 2574 Environmental Services Contract Template

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., July 26, 2019 forms a part of Policy No. AEC001910214 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

In consideration of the premium charged, it is hereby understood and agreed that:

On form CA 20 01 LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Additional Insured (Lessor) on the Schedule is amended to include:

ALL LESSORS

Designation or Description of "Leased Autos" on the Schedule is amended to include:

Any "Leased Auto"

All other terms and conditions remain the same.

_____
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: AEC001910214

COMMERCIAL AUTO
CA 04 4410 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS

Endorsement Effective Date: July 26, 2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 0313**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Insured | WEC0019106-14 | Premium Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company | Countersigned by _____

XL Specialty Insurance Company

WC 00 0313
(Ed. 4-84)

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ENDORSEMENT #019

This endorsement, effective 12:01 a.m., July 26, 2019 forms a part of Policy No. PEC001910514 issued to SWCA, INC. DBA SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT – VICARIOUS LIABILITY – JOB SITE, TRANSPORTATION AND NON-OWNED DISPOSAL SITE

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

Section II. Definitions, G. INSURED, is amended to include the following:

With regard to coverage that may be afforded under Section I. Insuring Agreements, Coverage B.1. – JOB SITE, Coverage B.4 – TRANSPORTATION and Coverage B.5 – NON-OWNED DISPOSAL SITE only, any person or organization, other than a CLIENT, as required by a written contract signed by the NAMED INSURED, but only for:

1. a POLLUTION CONDITION caused by CONTRACTING SERVICES; and

2. the vicarious liability of the person or organization that results from the performance of CONTRACTING SERVICES,

provided that such written contract is signed by the NAMED INSURED prior to the commencement of the POLLUTION CONDITION.

Section IV. Exclusions, K. Insured versus Insured does not apply to a CLAIM by any person or organization that qualifies as an INSURED under this endorsement.

All other terms and conditions remain the same.

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L. **Severability** – Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the NAMED INSURED listed in Item (1) of the Declarations, this insurance applies: (i) as if each NAMED INSURED were the only NAMED INSURED; and (ii) separately to each INSURED against whom a CLAIM is made.

M. **Sole Agent** – The NAMED INSURED listed in Item (1) of the Declarations will act on behalf of all INSURED(s) for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section V. Extended Reporting Period, B. Optional Extended Reporting Period.

N. **Subrogation** – In the event of any payment under this Policy, the Company will be subrogated to all of the INSURED's rights of recovery against any person or organization and the INSURED will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED will do nothing at any time to prejudice the Company's subrogation rights.

However, the Company waives its right(s) of recovery against any person or organization if and to the extent the NAMED INSURED has agreed to waive its right(s) of recovery against such person or organization in a written contract signed by the NAMED INSURED prior to: (i) the act, error or omission in PROFESSIONAL SERVICES out of which the CLAIM or request for MITIGATION EXPENSE arises under Section I. Insuring Agreements, A. Coverage A -Professional Liability; or (ii) the first commencement of a POLLUTION CONDITION out of which the CLAIM or request for EMERGENCY REMEDIATION EXPENSE arises under Section I. Insuring Agreements, B. Coverage B – Contractor's Pollution Legal Liability.

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POLICY NUMBER:GEC0019104-14

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissable by law)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WILLIAMSON COUNTY
CONTRACT FOR ENVIRONMENTAL SERVICES

FIRM: **SWCA, Incorporated ("Firm")**
ADDRESS: **4407 Monterey Oaks Blvd, Bldg 1, Ste 110, Austin, TX 78749**
PROJECT: **2019 Road Bond Program Environmental On-Call Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENVIRONMENTAL SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Firm, and such Contract is for the purpose of contracting for professional Environmental Services.

RECITALS:

WHEREAS, V.T.C.A., Local Government Code §262.024(a)(4) sets forth that a contract for the purchase of a professional service is exempt from the requirement established by Local Government Code Section 262.023 (Competitive Requirements for Certain Purchases) if the commissioners court by order grants the exemption; and

WHEREAS, in addition to the Williamson County Commissioners Court exempting the Environmental Services subject of this Contract as professional services in accordance with Local Government Code §262.024(a)(4), County conducted a Request for Qualifications process requesting that environmental services firms submit and demonstrate such firm's competence and qualifications in relation to the Environmental Services subject of this Contract;

WHEREAS, Firm submitted its qualifications in response to County's Requests for Qualifications and County selected Firm to be included on the County's approved list of prequalified environmental services firms;

WHEREAS, County and Firm now desire to contract for such professional Environmental Services; and

WHEREAS, County and Firm wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Firm warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Firm, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Firm any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Firm must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Firm covenants and represents that Firm and its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENVIRONMENTAL SERVICES

Firm shall perform Environmental Services as identified in **Exhibit B** entitled "Environmental Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Firm to perform one or more tasks of the Environmental Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Firm of all Environmental Services and a fee amount agreed upon by the County and Firm. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Firm shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Environmental Services take longer than shown on the Work Authorization, through no fault of Firm, Firm may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Firm is expected to complete the Environmental Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Firm does not perform the Environmental Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Environmental Services are completed in accordance with each applicable Work

Authorization or any Supplemental Work Authorization related thereto. Any Environmental Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Firm shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Environmental Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Firm acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Environmental Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Firm shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Environmental Services required under this Contract in a professional manner.

C. Commencement of Environmental Services. After execution of this Contract, Firm shall not proceed with Environmental Services until Firm has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Firm agrees to accept up to the amount shown below as full compensation for the Environmental Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Environmental Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five hundred thousand Dollars ($500,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Environmental Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Environmental Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Firm shall receive compensation for only actual fees and costs of the Environmental Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Environmental Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Firm shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Environmental Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Environmental Services shall be an absolute condition of payment.

Firm shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Firm without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Firm shall be made while Environmental Services are in progress. Firm shall prepare and submit to Mike Weaver of HNTB Corporation, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Environmental Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Firm shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Environmental Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Environmental Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Environmental Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Environmental Services performed. Firm has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Firm of the responsibility of correcting any errors and/or omissions resulting from its negligence.

Upon submittal of the initial invoice, Firm shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Firm will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Firm may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Firm concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Firm and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Environmental Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Firm the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENVIRONMENTAL SERVICES

The Firm shall not proceed with any task of the Environmental Services until Firm has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Environmental Services. The County shall not be responsible for work performed or costs incurred by Firm related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Firm shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Firm written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Firm in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Firm's Designated Representative for purposes of this Contract is as follows:

Thomas Allemand, Sr. Project Manager
SWCA, Incorporated
4407 Monterey Oaks Blvd., Bldg. 1, Ste. 110
Austin, TX 78749

Firm shall have the right, from time to time, to change the Firm's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Firm under this Contract, the Firm's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Firm's Designated Representative on behalf of Firm shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Firm's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Firm's Designated

Representative shall be binding on Firm. Firm's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Firm.

ARTICLE 10
PROGRESS EVALUATION

Firm shall, from time to time during the progress of the Environmental Services, confer with County at County's election. Firm shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Environmental Services. At the request of County or Firm, conferences shall be provided at Firm's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Environmental Services. County may, from time to time, require Firm to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Environmental Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Firm to determine corrective action required.

Firm shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Environmental Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Environmental Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Environmental Services, but not to terminate this Contract, then such suspension may be effected by County giving Firm thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Environmental Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Environmental Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Firm shall have the option of terminating this Contract and, in the event, Firm shall be compensated for all Environmental Services performed and reimbursable expenses incurred, provided such Environmental Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Environmental Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Environmental Services performed or costs incurred prior to the date authorized by County for Firm to begin Environmental Services, and/or during periods when Environmental Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENVIRONMENTAL SERVICES

If Firm forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Environmental Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Environmental Services, County shall so advise Firm and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Environmental Services must be set forth in such Contract Amendment. Firm shall not perform any proposed Additional Environmental Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Environmental Services, a written Work Authorization, which sets forth the Additional Environmental Services to be performed, must be executed by the parties. County shall not be responsible for actions by Firm nor for any costs incurred by Firm relating to Additional Environmental Services not directly associated with the performance of the Environmental Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENVIRONMENTAL SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Environmental Services or parts thereof which involve changes to the original Environmental Services or character of Environmental Services under this Contract, then Firm shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Environmental Services and paid for as specified under Article 12.

Firm shall make revisions to Environmental Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Environmental Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Environmental Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to data or programs stored electronically, (hereinafter referred to as "Work Products") prepared by Firm and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Work Products under this Contract shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Firm.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Firm hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Work Products developed under this Contract. Copies may be retained by Firm. Firm shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Firm or anyone connected with Firm, including agents, employees, Firms or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Firm without cost to County.

Upon execution of this Contract, Firm grants to County permission to reproduce Firm's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Firm shall obtain similar permission from Firm's subcontractors/subconsultants consistent with this Contract. If and upon the date Firm is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Firm. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Work Products shall be at County's sole risk and without liability to Firm and its Firms.

Prior to Firm providing to County any Work Products in electronic form or County providing to Firm any electronic data for incorporation into the Work Products, County and Firm shall by separate written contract set forth the specific conditions governing the format of such Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Firm for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Firm, the hardcopy shall prevail. Only printed copies of documents conveyed by Firm shall be relied upon.

Firm shall have no liability for changes made to the Work Products by other Firms subsequent to the completion of the Project. Any such change shall be sealed by the Firm making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Firm shall furnish and maintain, at its own expense, quarters for the performance of all Environmental Services, and adequate and sufficient personnel and equipment to perform the Environmental Services as required. All employees of Firm shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Firm who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Environmental Services shall immediately be removed from association with the Project when so instructed by County. Firm certifies that it presently has adequate qualified personnel in its employment for performance of the Environmental Services required under this Contract, or will obtain such personnel from sources other than County. Firm may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Firm shall not assign, subcontract or transfer any portion of the Environmental Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Firm of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENVIRONMENTAL SERVICES

Firm's Environmental Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. All documents shall be submitted by Firm on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Environmental Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Firm in writing within such thirty (30) day period if such Environmental Services have been found to be incomplete. If the submission is Complete, County shall notify Firm and County's technical review process will begin.

If the submission is not Complete, County shall notify Firm, who shall perform such professional services as are required to complete the Environmental Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Environmental Services for compliance with this Contract. If necessary, the completed Environmental Services shall be returned to Firm, who shall perform any required Environmental Services and resubmit it to County. This process shall be repeated until the Environmental Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Firm shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Environmental Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Firm shall, without additional compensation, perform any work required as a result of Firm's development of the work which is found to be in error or omission due to Firm's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Environmental Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Firm's Environmental Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Firm, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Firm. FIRM'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE FIRM BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE FIRM'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENVIRONMENTAL SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Firm shall be grounds for termination of this Contract, and any increased costs arising from Firm's default, breach of contract, or violation of contract terms shall be paid by Firm.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Firm, as a consequence of failure by Firm to perform the Environmental Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Firm, upon not less than thirty (30) days' written notice to Firm.
- **E.** By satisfactory completion of all Environmental Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Firm. In determining the value of the Environmental Services performed by Firm prior to termination, County shall be the sole judge. Compensation for Environmental Services at termination will be based on a percentage of the Environmental Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Firm defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Firm, then County shall give consideration to the actual costs incurred by Firm in performing the Environmental Services to the date of default, the amount of Environmental Services required which was satisfactorily completed to date of default, the value of the Environmental Services which are usable to County, the cost to County of employing another firm to complete the Environmental Services required and the time required to do so, and other factors which affect the value to County of the Environmental Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Firm to fulfill its contractual obligations, then County may take over the Project and prosecute the Environmental Services to completion. In such case, Firm shall be liable to County for any additional and reasonable costs incurred by County.

Firm shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Firm in support of the Environmental Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Firm shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Firm shall furnish County with satisfactory proof of its compliance.

Firm shall further obtain all permits and licenses required in the performance of the Environmental Services contracted for herein.

B. Taxes. Firm will pay all taxes, if any, required by law arising by virtue of the Environmental Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

FIRM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY FIRM, FIRM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH FIRM INCLUDING, WITHOUT LIMITATION, FIRM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH FIRM EXERCISES CONTROL.

FIRM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM FIRM'S FAILURE TO PAY FIRM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY FIRM.

FIRM FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY FIRM IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM FIRM IS NOT LEGALLY LIABLE, FIRM'S OBLIGATIONS SHALL BE IN PROPORTION TO FIRM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN FIRM IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. FIRM SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT FIRM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE FIRM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH FIRM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
FIRM'S RESPONSIBILITIES

Firm shall be responsible for the accuracy of its Environmental Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Firm's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of Article 33. Firm shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
FIRM'S SEAL

To the extent required by an any applicable laws, acts, rules or regulations pertaining to the types of professional services to be provided by Firm under this Contract, the Firm shall sign, seal and date all appropriate submissions to County.

ARTICLE 25
INSURANCE

Firm must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each

claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Firm's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Firm shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Firm shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Firm shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Firm for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Firm may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
FIRM'S ACCOUNTING RECORDS

Firm agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Environmental Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Firm further agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Firm: Thomas Allemand, Sr. Project Manager
SWCA, Incorporated
4407 Monterey Oaks Blvd., Bldg. 1, Ste. 110
Austin, TX 78749

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Firm understands and agrees that time is of the essence and that any failure of Firm to complete the Environmental Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Firm shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Contract and the Firm's standard of performance as defined herein. Where damage is caused to County due to Firm's negligent failure to perform County may accordingly withhold, to the extent of such damage, Firm's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Firm shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional, consulting and related services performed or furnished by Firm and its employees under this Contract will

be the care and skill ordinarily used by members of Firm's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Firm are made on the basis of information available to Firm and on the basis of Firm's experience and qualifications and represents its judgment as an experienced and qualified professional Firm. However, since Firm has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Firm does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Firm prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Firm becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Firm), whether or not it results from or involves any action or failure to act by the Firm or any employee or agent of the Firm and which arises in any manner from the performance of this Contract, the Firm shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Firm shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Firm, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Firm's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract 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 or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Firm shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Firm, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Firm shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Firm, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Firm of the Firm's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Firm shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Firm shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions

as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Firm under the contract until the Firm complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Firm shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Firm may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Firm hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Firm, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

OK
2/17/2020

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

FIRM

SWCA, Incorporated

By _____

Printed Name: Kevin Miller

Title: Vice President

Date: 2/14, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Environmental Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SWCA, INCORPORATED
Name of Firm

Signature of Certifying Official

KEVIN A. MILLER
Printed Name of Certifying Official

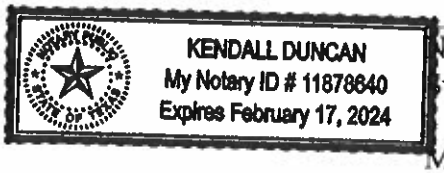
VICE-PRESIDENT
Title of Certifying Official

2/14, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kevin A. Miller _____ the Vice President of SWCA, Incorporated, on behalf of said firm.



Kendall Duncan
Notary Public in and for the
State of Texas

My commission expires: 17 February 2024

EXHIBIT B

ENVIRONMENTAL SERVICES

Provide environmental services as directed by Williamson County representatives on on-call basis. The scope of services will be defined in each Work Authorization. The following is a general description of services anticipated but not limited to be provided under this contract.

Jurisdictional Waters Delineation
Background Archaeological Literature Search
Archaeological Survey, Data Recovery, Curation
City of Austin Environmental Assessment
Karst Terrain Features and Karst Invertebrate Survey
Geologic Assessment
Preparation of TCEQ Void Closure Plan
Phase I Environmental Site Assessment
Vegetation/Species Assessment
Categorical Exclusion Document Preparation
Biological Assessment Document Preparation
Biological Evaluation Document Preparation
Threatened and Endangered Species Studies, Habitat Mapping, Risk Assessment
- *Golden-cheeked warbler*
- *Black-capped vireo*
- *Jollyville Plateau salamander*
- *Georgetown salamander*
- *Salado salamander*
- *Karst invertebrates*

Phase I Environmental Site Assessment
Stom1water Pollution Prevention Plan (SWPPP)
Hazardous Materials Assessment
RHCP Participation Application
Hydrogeologic Modeling
Public Outreach
Groundwater Availability Certification
Texas Risk Reduction Program assessments and cleanup
Tank removals
Soil and groundwater management plans
Spill Prevention Control and Countermeasures (SPCC) Plans*
EAA Spill Prevention Response Plans (SPRP)*
TCEQ Permitting of USTs and ATSs on the Edwards Aquifer Contributing, Recharge, and Transition Zones*
EAA Permitting of ASTs on the Recharge Zone*
**these work products require PE certification*

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Firm").

Part1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Environmental Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

FIRM:	COUNTY:
_____	
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Firm must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Firm fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Firm's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2020 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Principal-in-Charge	$285.00	Project Manager VII	$131.00
Project Manager XII	$205.00	Project Manager VI	$119.00
Project Manager XI	$187.00	Project Manager V	$109.00
Project Manager X	$171.00	Project Manager IV	$99.00
Project Manager IX	$153.00	Project Manager III	$89.00
Project Manager VIII	$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	Training / Facilitation

Subject Matter Expert	$210.00	Specialist V	$109.00
Specialist XII	$205.00	Specialist IV	$99.00
Specialist XI	$187.00	Specialist III	$89.00
Specialist X	$171.00	Specialist II	$79.00
Specialist IX	$153.00	Specialist I	$67.00
Specialist VIII	$142.00		
Specialist VII	$131.00	Technician II	$55.00
Specialist VI	$119.00	Technician I	$47.00

Administrative

Administrative VIII	$125.00	Administrative IV	$77.00
Administrative VII	$113.00	Administrative III	$66.00
Administrative VI	$101.00	Administrative II	$53.00
Administrative V	$89.00	Administrative I	$42.00

From: Kemble White
To: Tom Allemand
Subject: RE: RFQ 2574 Environmental Services Contract Template
Date: Friday, February 14, 2020 12:05:47 PM

EXTERNAL: This email originated from outside SWCA. Please use caution when replying.

Hi Tom,
Thanks so much. I ran into someone last week who indicated this request was coming. These are a slight bump up from our last approved rates (2018) for work with the conservation foundation are below:

Senior Karst Geoscientist	$155
Karst Geoscientist	$125
Karst Biologist	$100
Field Tech	$65

Thanks and please let me know if there's anything else I need to do.

Kemble

Kemble White Ph.D., P.G.

Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, Texas 78745
512-663-0156
www.cambrianenvironmental.com

From: Tom Allemand [mailto:Thomas.Allemand@swca.com]
Sent: Friday, February 14, 2020 10:50 AM
To: Kemble White <kwhite@cambrianenvironmental.com>
Subject: RE: RFQ 2574 Environmental Services Contract Template

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Solicitation summary (2574)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Statements of Qualifications for the above-mentioned project.

Williamson County prefers and request electronic submittal of this RFQ. However paper responses will currently still be received. Instruction for submission via hard-copy are included in this RFQ.

PROJECT DESCRIPTION:

Williamson County is soliciting qualifications of environmental services firms interested in providing environmental services for roadway, bridge, drainage or other Williamson County projects. Several firms are anticipated to be selected to perform environmental services from this single RFQ.

SCOPE OF SERVICES:

Professional services include but are not limited to preparation of environmental clearance documents, endangered or protected species investigations, regional habitat conservation plan application, biological or geological/karst investigations and assessments related to construction or preservation projects, advice to Williamson County staff and Commissioners Court on environmental issues.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

Awarded supplier(s)

- SWCA (SWCA)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 34)

- Concept Development & Planning, LLC
  - Participant since : Jan 13 2020 9:48:13 AM
- Intertek
  - Participant since : Jan 7 2020 12:30:37 PM
- ERC Environmental & Construction Services, Inc.
  - Participant since : Dec 30 2019 1:25:50 PM
- Kleinfelder, Inc.
  - Participant since : Dec 11 2019 9:16:03 PM
- CoxMcLain Environmental Consulting, Inc.
  - Participant since : Dec 10 2019 11:23:27 AM
- ATC Group Services LLC
  - Participant since : Dec 9 2019 1:03:13 PM
- WSP USA
  - Participant since : Dec 6 2019 1:01:58 PM
- Pavetex Engineering, LLC
  - Participant since : Dec 5 2019 10:12:30 AM
- Blanton & Associates, Inc.
  - Participant since : Dec 4 2019 4:11:12 PM
- B&A
  - Participant since : Dec 3 2019 4:44:09 PM
- Miller Gray
  - Participant since : Dec 3 2019 11:33:09 AM
- Garver
  - Participant since : Nov 21 2019 11:45:35 AM
  - Removed on : Dec 3 2019 9:05:32 AM
- Horizon Environmental Services, Inc.
  - Participant since : Dec 2 2019 1:21:08 PM
- SCI Engineering, Inc.
  - Participant since : Dec 2 2019 1:09:04 PM
- Hicks & Company Environmental Archeological Consultants
  - Participant since : Dec 2 2019 9:20:32 AM
- LNV, Inc.
  - Participant since : Nov 27 2019 10:23:51 AM
- The VERTEX Companies
  - Participant since : Nov 27 2019 10:21:51 AM
- SWCA
  - Participant since : Nov 25 2019 4:09:06 PM
- Pape-Dawson Engineers
  - Participant since : Nov 25 2019 3:07:41 PM
- HDR ENGINEERING, INC.
  - Participant since : Nov 22 2019 5:35:04 PM
- Freese and Nichols
  - Participant since : Nov 22 2019 3:02:36 PM
- B2Z Engineering
  - Participant since : Nov 22 2019 9:08:45 AM
- Zara Environmental LLC
  - Participant since : Nov 22 2019 7:49:10 AM
- Dunaway Associates

        - Participant since : Nov 21 2019 4:03:58 PM
    - Raba Kistner, Inc.
        - Participant since : Nov 21 2019 11:49:19 AM
    - CP&Y
        - Participant since : Nov 21 2019 10:26:04 AM
    - Wantman Group, Inc.
        - Participant since : Nov 20 2019 4:18:04 PM
    - Poznecki-Camarillo, Inc.
        - Participant since : Nov 20 2019 2:07:53 PM
    - Terracon, TX
        - Participant since : Nov 20 2019 1:49:53 PM
    - RPS Infrastructure, Inc.
        - Participant since : Nov 20 2019 12:55:13 PM
    - Freese and Nichols, Inc.
        - Participant since : Nov 20 2019 12:47:57 PM
    - BGE, Inc.
        - Participant since : Nov 20 2019 12:35:44 PM
    - Halff Associates
        - Participant since : Nov 20 2019 10:12:28 AM
    - WSB
        - Participant since : Nov 19 2019 3:13:56 PM
- **Offer phase** (Number of offers in phase: 14)
    - RPS Infrastructure, Inc. (RPS Infrastructure, Inc.) Time and date of submitting: Jan 15 2020 11:13:42 AM
    - Poznecki-Camarillo, Inc. (Poznecki-Camarillo, Inc.) Time and date of submitting: Jan 15 2020 10:34:55 AM
    - SWCA (SWCA) Time and date of submitting: Jan 15 2020 9:09:03 AM
    - Pape-Dawson Engineers (Pape-Dawson Engineers) Time and date of submitting: Jan 15 2020 11:31:53 AM
    - Zara Environmental LLC (Zara Environmental LLC) Time and date of submitting: Jan 14 2020 11:59:35 AM
    - ATC Group Services LLC (ATC Group Services LLC) Time and date of submitting: Jan 14 2020 3:36:32 PM
    - Hicks & Company Environmental Archeological Consultants (Hicks & Company Environmental Archeological Consultants) Time and date of submitting: Jan 15 2020 12:04:04 PM
    - Blanton & Associates, Inc. (Blanton & Associates, Inc.) Time and date of submitting: Jan 15 2020 12:34:42 PM
    - Terracon, TX (Terracon, TX) Time and date of submitting: Jan 13 2020 3:37:20 PM
    - WSP USA (WSP USA) Time and date of submitting: Jan 14 2020 4:31:55 PM
    - Raba Kistner, Inc. (Raba Kistner, Inc.) Time and date of submitting: Jan 14 2020 2:11:44 PM
    - CP&Y (CP&Y) Time and date of submitting: Jan 15 2020 8:22:34 AM
    - BGE, Inc. (BGE, Inc.) Time and date of submitting: Jan 15 2020 8:27:00 AM
    - HDR ENGINEERING, INC. (HDR ENGINEERING, INC.) Time and date of submitting: Jan 15 2020 10:06:27 AM
- **Evaluation** (Number of offers in phase: 14)
    - RPS Infrastructure, Inc. (RPS Infrastructure, Inc.)
    - Poznecki-Camarillo, Inc. (Poznecki-Camarillo, Inc.)
    - SWCA (SWCA)
    - Pape-Dawson Engineers (Pape-Dawson Engineers)
    - Zara Environmental LLC (Zara Environmental LLC)
    - ATC Group Services LLC (ATC Group Services LLC)

- Hicks & Company Environmental Archeological Consultants (Hicks & Company Environmental Archeological Consultants)
- Blanton & Associates, Inc. (Blanton & Associates, Inc.)
- Terracon, TX (Terracon, TX)
- WSP USA (WSP USA)
- Raba Kistner, Inc. (Raba Kistner, Inc.)
- CP&Y (CP&Y)
- BGE, Inc. (BGE, Inc.)
- HDR ENGINEERING, INC. (HDR ENGINEERING, INC.)

- **Awarding** (Number of offers in phase: 1)
  - SWCA (SWCA)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Nov 12 2019 8:21 AM	—	Blake Skiles
Preparation	Phase	Nov 12 2019 8:21 AM	Nov 19 2019 10:30 AM	
Offer phase	Phase	Nov 19 2019 10:30 AM	Jan 15 2020 3:00 PM	
Q&A Deadline	Date	Jan 10 2020 3:00 PM	—	
Evaluation	Phase	Jan 15 2020 3:00 PM	Feb 7 2020 3:00 PM	
Award phase	Date	Feb 7 2020 3:00 PM	—	

Results

- **Offer phase** (Nov 19 2019 - Jan 15 2020)

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	SWCA	–	–	1	–	–	—	98%	Yes
2	Blanton & Associates, Inc.	–	–	1	–	–	—	85%	Yes
2	Hicks & Company Environmental Archeological Consultants	–	–	1	–	–	—	85%	Yes
4	HDR ENGINEERING, INC.	–	–	1	–	–	—	75%	Yes
4	BGE, Inc.	–	–	1	–	–	—	75%	Yes
4	CP&Y	–	–	1	–	–	—	75%	Yes
4	Zara Environmental LLC	–	–	1	–	–	—	75%	Yes
8	ATC Group Services LLC	–	–	1	–	–	—	65%	Yes
8	Pape-Dawson Engineers	–	–	1	–	–	—	65%	Yes
8	Terracon, TX	–	–	1	–	–	—	65%	Yes
8	Poznecki-Camarillo, Inc.	–	–	1	–	–	—	65%	Yes
8	WSP USA	–	–	1	–	–	—	65%	Yes

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
8	Raba Kistner, Inc.	–	–	1	–	–	—	65%	Yes
8	RPS Infrastructure, Inc.	–	–	1	–	–	—	65%	Yes

- **Evaluation**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	SWCA	–	–	1	–	–	—	98%	Yes
2	Blanton & Associates, Inc.	–	–	1	–	–	—	85%	No
2	Hicks & Company Environmental Archeological Consultants	–	–	1	–	–	—	85%	No
4	BGE, Inc.	–	–	1	–	–	—	75%	No
4	HDR ENGINEERING, INC.	–	–	1	–	–	—	75%	No
4	Zara Environmental LLC	–	–	1	–	–	—	75%	No
4	CP&Y	–	–	1	–	–	—	75%	No
8	WSP USA	–	–	1	–	–	—	65%	No
8	RPS Infrastructure, Inc.	–	–	1	–	–	—	65%	No
8	Raba Kistner, Inc.	–	–	1	–	–	—	65%	No
8	Terracon, TX	–	–	1	–	–	—	65%	No
8	Poznecki-Camarillo, Inc.	–	–	1	–	–	—	65%	No
8	ATC Group Services LLC	–	–	1	–	–	—	65%	No
8	Pape-Dawson Engineers	–	–	1	–	–	—	65%	No

- **Awarding**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	SWCA	–	–	1	–	–	—	98%

Contracts

There are no contracts added

Comments

No comments

WILLIAMSON COUNTY
1848

January 27, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2574 Environmental Services

Based on the attached supporting documentation, the Environmental Services Selection Committee recommends the selection of SWCA Environmental Consultants.

Fourteen firms were evaluated on January 23, 2020 by the following Selection Committee:

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure

Cc: Commissioner Valerie Covey, Pct. 3

EVALUATION - Environmental Services

RFQ 2574

DATE: January 23, 2020

Evaluation Criteria	Maximum Score Points	ATC Group Services LLC	BGE Inc	Blanton & Associates Inc	CP&Y	HDR Engineering Inc	Hicks & Co	Pape-Dawson Engineers	Poznecki-Camarillo Inc	Raba Kistner Inc	RPS Infrastructure Inc	SWCA	Terracon TX	WSP USA	Zara Environmental LLC
Does the firm have at least one office located within the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Experience of the Firm in Providing Environmental Services	40	25	30	35	30	30	35	25	25	25	25	40	25	25	30
Experience of the Firm Staff in Providing Environmental Services in Central Texas	40	25	30	35	30	30	35	25	25	25	25	40	25	25	30
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	20	15	15	15	15	15	15	15	15	15	15	18	15	15	15
TOTAL	100	65	75	85	75	75	85	65	65	65	65	98	65	65	75

Commissioners Court - Regular Session **39.**

Meeting Date: 02/25/2020

Authorize issuing 3862 IFB County Road Seal Coat FY20

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY20 under IFB #3862.

Background

Williamson County is seeking qualified contractors to provide materials, experienced seal coat crews and equipment to resurface county roads throughout Williamson County. Department point of contact is Kon Kwan. Budget amount of $1,469,803.00. Funding Source for FY20 is 01.0200.0210.003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:40 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:45 AM
Form Started By: Johnny Grimaldo		Started On: 02/19/2020 09:30 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **40.**

Meeting Date: 02/25/2020

Authorize issuing 3866 IFB Forest North Drainage Phase III improvements

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Forest North Drainage Phase III Improvements under IFB #3866.

Background

Williamson County is seeking qualified contractors for the Construction of drainage improvements and waterline relocations. The construction will consist of installation of storm sewer, roadside channels, replacement of culverts, and relocation of City of Austin waterlines. Point of contact is HNTB - Randy Ehresman. Estimated Amount of $5,459,000.00. Funding Source is P225 for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:45 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:47 AM
Form Started By: Johnny Grimaldo		Started On: 02/19/2020 01:50 PM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **41.**

Meeting Date: 02/25/2020

Consider Awarding 2841 Bold Sundown Milling and Inlay

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #2841 Sundown Milling and Inlay, to the lowest and responsible bidder, Texas Materials Group, and authorizing execution of the agreement.

Background

Williamson County received a responsible bid from Texas Materials Group, Inc. in the amount of $265,888.25. The Contractors base bid is $88,624.75 below the Engineer's Estimate resulting in a cost decrease of 33.3%. In addition to meeting the bid qualifications subject to being overall best bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the bid and previous work experience with bidder, the Road and Bridge Department recommends awarding Texas Materials Group, Inc. the contract for the Bold Sundown Milling and Inlay Project. Department point of contact is Kon Kwan. Funding Source for FY20 is 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter 2841 IFB

Recorded Statement of Offers

Ensuing Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/20/2020 09:48 AM
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:02 AM
Form Started By: Johnny Grimaldo		Started On: 02/19/2020 04:15 PM
Final Approval Date: 02/20/2020		

WILLIAMSON COUNTY
1848

January 27, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Bold Sundown Milling and Inlay – Bid #2841

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - $265,888.25
2. Fuquay, Inc. - $297,567.56
3. Austin Materials, LLC - $302,871.00
4. Alpha Paving Industries, LLC - $313,197.07
5. Lone Star Paving Co. - $337,376.00

The Contractor's low base bid is $88,624.75 below the Engineer's Estimate, a cost decrease of 33.3%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $265,888.25 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Texas Materials Group, Inc. the contract for the Bold Sundown Milling and Inlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Recorded statement of opening offers

SOLICITATION NAME: IFB Bold Sundown Milling and Inlay

DATE & LOCATION OF OPENING: Jan 17 2020 3:00 PM Georgetown

LINKED LOTS: —

COMPANY NAME: **Williamson County**

ADDRESS: 100 Wilco Way, Suite P101
TX 78626, Georgetown, US

CONTACT PERSON: **Johnny Grimaldo**

JOB TITLE CONTACT PERSON: **Purchasing Specialist III**

SHORT DESCRIPTION:

SOLICITATION NOTICE:

Notice is hereby given that Williamson County will be accepting sealed Bids for the above-mentioned goods and/or services.

Williamson County prefers and request electronic submittal of this Bid. However paper proposals will currently still be received. Instruction for submission via hard-copy are included in this IFB.

All Vendors must ensure that their time zone settings are set correctly to Central Standard Time (UTC-06:00) all times posted will be in Central Standard Time. Late submittals can not be accepted due to issues with time zone settings.

GENERAL INFORMATION:

Williamson County is seeking qualified Contractors to provide materials,

experienced milling, prime coating, and inlay crews and equipment to resurface Bold Sundown from Claimjumper to CR 200.

ESTIMATED CONTRACT AMOUNT:

$354,531.00

INITIAL CONTRACT TERM:

One Time Purchase

RENEWAL OPTIONS:

Not Applicable

BONDS REQUIRED: Performance Bond, Payment Bond, Warranty Bond, Bid Bond (5% of Bid Amount)

PRE-BID MEETING:

Wednesday December 18, 2019 -10:00 am at the Road and Bridge Conference room located at 3151 SE Inner Loop, Georgetown, TX.

PARTICIPATION:

Interested Suppliers can view the full details of the Solicitation by clicking the **'PARTICIPATE'** button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

****!** I DON'T SEE A PARTICIPATE BUTTON **!****
You must be on the https://platform-us.negometrix.com website in order to access Williamson County's Solicitation information.

SUPPORT

Should you need assistance in using the software please contact the Negometrix Service Desk at:

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Or view the Negometrix 'Supplier Guide' located on the Help page.

Technical Assistance (Mon - Fri: 8 am to 5 pm)

SUPPLIERS

NAME SUPPLIER	ADDRESS
Texas Materials Group, Inc.	1320 Arrow Point Drive, Suite 600 78513, Cedar Park, US

NAME SUPPLIER	ADDRESS	
Solicitations and lots	Price	Submission
2841 IFB Bold Sundown Milling and Inlay	**$265,888.25**	**1/17/2020 2:50:41 PM**
Fuquay Inc.	4861 old hwy 81 78130, new braunfels, US	
Solicitations and lots	Price	Submission
2841 IFB Bold Sundown Milling and Inlay	**$297,567.56**	**1/17/2020 8:59:25 AM**
Austin Materials LLC	9020 N. Capital of Texas Hwy. Bldg. II- Ste. 250 78759, Austin, US	
Solicitations and lots	Price	Submission
2841 IFB Bold Sundown Milling and Inlay	**$302,871**	**1/17/2020 1:36:49 PM**
Alpha Paving Industries LLC	PO Box 6565 78683, Round Rock, US	
Solicitations and lots	Price	Submission
2841 IFB Bold Sundown Milling and Inlay	**$313,197.07**	**1/16/2020 3:08:26 PM**
Lone Star Paving Company	11675 Jollyville Road, Suite 150 78725, Austin, US	
Solicitations and lots	Price	Submission
2841 IFB Bold Sundown Milling and Inlay	**$337,376**	**1/17/2020 9:41:38 AM**

Signature: _____

Johnny Grimaldo

Location: _____

Date: _____

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas Materials Group, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 2841, Bold Sundown Milling and Inlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Sixty Five Eight Hundred Eighty Eight Dollars and Twenty Five Cents ($265,888.25) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 2841, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his 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:

1. 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.

2. 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 this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Texas Materials Group, Inc.

By: _____

Printed Name: David Reese

Title: Authorized Employee

Date: 2/6/2019

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Orion Fox
Project Manager
Texas Materials
_____
Phone 512-~~633-5600~~ 948-6924
Fax ~~Dave~~ orion.fox@texasmaterials.com

Commissioners Court - Regular Session **42.**

Meeting Date: 02/25/2020

Antiquities Permit Application

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Smith Branch Flood Control near the Juvenile Justice Center, a project in Commissioner Precinct 3.

Background

The permit requests the approval of an intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Branch Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:16 AM
Form Started By: Kelly Murphy		Started On: 02/19/2020 04:44 PM
Final Approval Date: 02/20/2020		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Williamson County Juvenile Justice Detention Center Flood
Control County (ies) Williamson
USGS Quadrangle Name and Number Round Rock (3097-312) and Georgetown (3097-313)
UTM Coordinates Zone [redacted] E [redacted] N [redacted]
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency

Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Involves both Private and Public lands (Williamson County [see below])
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County
Representative Judge Bill Gravell, Jr. - County Judge
Address 710 South Main St, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address bgravell@wilco.org

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Andrea Burden
Affiliation Blanton & Associates Inc
Address 5 Lakeway Centre Court, Suite 200
City/State/Zip Austin, TX 78734
Telephone (include area code) 512-264-1095 Email Address andrea.burden@blantonassociates.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork October 2019
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Non-Collection Survey
Permanent Curatorial Facility CAR UTSA (Paperwork only)

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Judge Bill Gravell, Jr., as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Andrea Burden, as Principal Investigator employed by Blanton & Associates (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Andrea Burden Date 9/13/2019

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us
3/3/09

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

October 9, 2019

SCOPE OF WORK
INTENSIVE ARCHEOLOGICAL SURVEY OF THE
WILLIAMSON COUNTY JUVENILE DETENTION CENTER
SMITH BRANCH FLOOD CONTROL PROJECT
WILLIAMSON COUNTY, TEXAS

PROJECT DESCRIPTION

Williamson County is proposing to construct improvements for flood control along Smith Branch Creek, approximately 0.5 mile southeast of Georgetown near the County Juvenile Detention Center north of Southeast Inner Loop. The proposed project would be approximately 85.49 acres in size, encompassing approximately 19.76 acres of easement across privately-owned land and approximately 65.73 acres of County and City-owned land. **Figures 1** and **2** (**Appendix A**) provide the project location on a county base map and topographic base map. The preliminary project plans are provided in **Appendix B**.

Definition of the Area of Potential Effects

The project's horizontal area of potential effects (APE) for archeological resources corresponds with the project footprint and would be approximately 85.49 total acres. The vertical APE for the project would be the maximum depth of impacts, which is assumed to be no more than 3 feet deep except for a small area (< 5 acres) in the western portion of the APE (> 25 feet beyond the assumed cemetery boundary) that will be 5 to 8 feet deep.

BACKGROUND INFORMATION

A background review of data extracted from area topographic, soils, and geology maps was conducted. Also, previous archeological surveys and locations of recorded archeological sites within 1 mile of the project APE were reviewed by consulting the Texas Historical Commission's (THC's) restricted-access Online Archeological Sites Atlas (Atlas). In addition to identifying recorded archeological sites, the review included the following types of information on the Atlas: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and cemeteries. A combination of 1928, 1945, and 1967 U.S. Geological Survey (USGS) 7.5-minute topographical quadrangle maps and 1953, 1971, 1976, and 1981 aerial photographs of the APE were consulted to identify historical structures, which may or may not be extant, that may represent high probability areas for the presence of historic archeological sites (otherwise known as an Historic High Probability Area or HHPA) (Nationwide Environmental Title Research [NETR] 2019; USGS 2019a). The results of the comprehensive review are presented below.

Topography

The APE is located within the Blackland Prairie physiographic region (Bureau of Economic Geology [BEG] 1996). This area is dominated by low rolling terrain that ranges in elevation from 450 to 100 feet above mean sea level (BEG 1996). The area surrounding the APE is a mix of residential, undeveloped rangeland and pasture, and small amounts of commercial and residential uses. The APE crosses the floodplain and terraces above Smith Branch Creek, which would be a high probability area (HPA) for the presence of prehistoric archeological sites.

Geology

The Blackland Prairie is part of the Gulf Coastal Plain geomorphic province. The geologic structure of deposits within the Blackland Prairie is characterized by beds tilted south and east comprised of chalks and marls (BEG 1996). The APE crosses two geologic units. Near the northeastern corner, the APE crosses Holocene terrace deposits, and the remainder of the APE is characterized by Late Cretaceous-aged Del Rio Clay and Georgetown Limestone (BEG 1981). Holocene terrace deposits are composed of sand, silt, clay, and gravel, and has potential to harbor preserved archeological deposits (USGS 2019b). However, Del Rio Clay and Georgetown Limestone, predate the generally accepted timeframe for human occupation of North America, and thus appear too old to harbor preserved archeological deposits.

Soils

The APE crosses three soil associations: Heiden clay (1 to 3 percent slopes), Houston Black clay (1 to 3 percent slopes), Tinn clay (0 to 1 percent slopes), and Castephen silty clay (1 to 3 percent slopes) (Web Soil Survey 2019). Heiden, Houston Black, and Castephen soils are generally dense clayey upland soils that developed *in situ* from chalks and marls and have some potential to contain near surface archaeological deposits, but little to no potential to contain intact buried archeological deposits. Tinn clay occurs on floodplains and is composed of presumably Holocene-era alluvium that have some potential to contain both intact buried archeological deposits.

Discussion of Previous Work and Sites

According to the Atlas, a portion of the APE has been previously surveyed for archeological resources during one investigation, and nine additional surveys have been conducted within a 1-mile radius (**Figures 3** and **4** in **Appendix A, Table 1**).

No recorded archeological sites cross the APE, although [redacted] additional archeological sites are located within a 1-mile radius of the APE (see **Figures 3** and **4**, **Table 2**).

One cemetery, the Williamson County Poor Farm or Pauper Cemetery, is within the APE and two more are within a 1-mile radius (see **Figures 3** and **4**, **Table 2**). According to research, the Poor Farm was created by order of the Williamson County Commissioners' Court in December 1882 (Williamson County Clerk's Office 1882), and in January of 1883 the County purchased 178 acres from private owners for this purpose (Williamson County Sun October 4, 1883:2; Williamson County Clerk's Office 1883). Ultimately, the farm

consisted of a total 265 acres with 100 acres in cash crop cultivation and the remainder reserved for livestock pasture, the superintendent's house, a two-story dormitory, an unknown number of 2-person cottages, a charity hospital, an asylum, a calaboose/prison, a guardhouse, a barn, and a cemetery (Lewis Publishing Co. 1893; *Williamson County Sun* June 12, 1884:3). Approximately 0.25 miles south southwest of the Poor Farm building complex, the associated cemetery served as the County's primary burial ground for paupers, orphans, convicts, and inmates of the poor farm from approximately 1883 through at least 1941. Historic-era boundaries of the Poor Farm and cemetery are depicted in **Figures 5** and **6**. These boundaries were defined based on metes and bounds and surveyor's maps featured in Williamson County deed records (Williamson County Clerk's Office 1911, 1995) (see records in **Appendix C**), USGS aerial photo research (see **Appendix D**), as well as on-site identification by local informant, Jerry Jansen, who has been acquainted with the property since the mid 1960s (see Photos and Map of Results in **Appendix E**). Based on these sources, the cemetery measured 0.5 acre (21,780 square feet) in size (Williamson County Clerk's Office 1911). It is unknown if the cemetery, like the Poor Farm that it served, was racially segregated; however, given common social practices of the late nineteenth and early twentieth century in Central Texas, this is likely.

One OTHM is located within 1 mile of the APE (see **Figures 3** and **4**). Text of this marker is as follows:

Judge Harry N. Graves *Born April 4, 1877 in La Vernia (Wilson County), Harry Graves attended Southwestern University in Georgetown and later served three terms as city attorney. As Williamson County attorney, he aided the prosecution in a landmark trial against the Ku Klux Klan, 1923-24 (he lived at this site at the time). District attorney and future governor Dan Moody led the team. In 1929, voters elected Graves to the Texas house of Representatives, where in 1930 he wrote the bill establishing the Texas Highway Patrol. In 1937, he became a judge on the Texas Court of Criminal Appeals. Graves died in 1957 and was buried in the State Cemetery, Austin, leaving a legacy of civil rights and public safety for Texas.*

No NRHP Properties, OTHMs, or NRHP Districts were identified within 1 mile of the APE. Also, no HHPAs were identified within the APE (NETR 2019).

Table 1. Previous Investigations within 1 Mile of APE

Project	Sponsor/ Investigator	Site(s) Discovered or Revisited	Approximate Distance of Previous Project APE	Reference
1977 Survey	Texas Water Development Board (TWDB)	41WM280	0.20 mile	Atlas 2019
1995 FM 2243 Survey	TxDOT (Texas Department of Transportation)	None w/in a mile of APE	0.51 mile	Atlas 2019
1999 Georgetown Wastewater Pipeline Survey	City of Georgetown	41WM280	0.27 mile	Schroeder 1999
2005 Hogg Street Wastewater Survey	City of Georgetown	41WM280	0.52 mile	Bradle and Bernhardt 2005

Table 1. Previous Investigations within 1 Mile of APE

Project	Sponsor/ Investigator	Site(s) Discovered or Revisited	Approximate Distance of Previous Project APE	Reference
2006 FM 1460 Survey	TxDOT	None w/in a mile of APE	0.41 mile	Owens 2009
2008 SG3-A Survey	City of Georgetown	41WM1204	0.64 mile	Bradle and Bernhardt 2008
2010 Southeast Inner Loop Survey	City of Georgetown	41WM1265, 41WM1266	Crosses APE	Bradle and Uecker 2011
2011 Wastewater Interceptor Survey	City of Georgetown	None	0.26 mile	Bradle and Bernhardt 2011
2011 St. Helen's Electric Line Survey	City of Georgetown	None	0.89 mile	Bradle 2011
2017 Kasper Tract Survey	City of Georgetown	None w/in a mile of APE	0.95 mile	Young and Galindo 2017

Table 2. Resources within 1 Mile of APE

Site/Cemetery/NRHP District	Description	SAL/NRHP eligibility	Approximate Distance to APE
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
Georgetown IOOF Cemetery	Historical Cemetery	Undetermined	0.97 mile
Judge Harry N. Graves	Historical Marker	NA	0.73 mile
Presbyterian Cemetery	Historical Cemetery	Undetermined	0.76 mile
Williamson County Poor Farm Cemetery	Historical Cemetery	Undetermined	Crosses APE

Description of Existing Disturbances

A series of municipal water pipelines crosses the APE (**Figure 7**). Agricultural cultivation over the past 40 years has also been indicated within portions of the APE (Jerry Jansen, pers. comm. August 2019). LiDAR data for most of the project area was available showing various drainages throughout the APE (**Figure 8**).

RESEARCH DESIGN

Blanton & Associates, Inc. (B&A) proposes to conduct 100 percent intensive archeological survey of the APE to identify archeological sites. This investigation would consist of systematic inspection of the ground

surface by archeologists walking transects spaced at no more than 98-ft (30-meter [m]) intervals to search for surficial evidence of archeological sites in areas not previously disturbed. Pedestrian survey will be supplemented with strategic shovel testing in prehistoric HPAs to identify any subsurface archeological deposits (see **Figure 7**). Prehistoric HPAs are defined as areas of Holocene alluvium that have not been subjected to previous disturbance.

All 30-cm diameter shovel tests will be excavated in arbitrary 10-cm levels to 1 m in depth or culturally sterile sediments, whichever occurs first. All excavated soil will be screened through 0.25-inch (0.63 cm) hardware cloth. Field observations will be recorded on appropriate B&A field forms and the locations of each shovel test will be plotted with a hand-held global positioning system (GPS) receiver. The entire survey area will be photo-documented.

Survey will be conducted within portions of the APE where right of entry (ROE) has been granted at the time of survey. If ROE is not granted at the time of survey, investigators will attempt to assess the APE from public land and will make recommendations regarding further survey, if necessary.

As the Williamson County Poor Farm Cemetery crosses the APE, possible compliance with the Texas Health and Safety Code Title 8 (c) Chapter 711 and associated regulations (13 TAC 22) may be required. Since the cemetery boundary is not fenced, there is potential for the existence of unmarked graves outside the legal boundary near the APE. To determine the potential for unmarked graves to extend into the APE, archival research of historic maps and poor farm documents housed at the county courthouse and appraisal district office (e.g., commissioner's court records, deeds, maps, aerial photos), consultation with the Williamson County Historical Commission, the State Cemetery Coordinator, and informant consultation will be conducted. Results of this research will be supplemented by reconnaissance survey of the cemetery boundary as recorded in County records. Since the 1995 deed record does not indicate that any part of the original Poor Farm Cemetery boundary has been de-dedicated, in deference to Section 711 of the Texas Health and Safety Code, B&A will assume the exterior cemetery boundary should include both the 1911 extent and the 1995 boundary indicated in deed records. This boundary is indicated in **Figures 7** and **8**. As recommended by the THC during phone consultation on August 21, 2019, a temporary fence will be erected 25 feet beyond the southwestern and southeastern cemetery boundary (as indicated in **Figures 7** and **8**) as an exterior buffer zone where impacts to the ground surface will be prohibited during disturbance work for the project.

All field investigations will be carried out prior to the proposed flood control improvements in order to identify any potential archeological historic properties within the APE that may be affected by the undertaking. All survey methods will comply with applicable standards outlined and defined in 13 TAC 26.15 and policies of the THC, as well as guidelines of the Council of Texas Archeologists (CTA), or plausible justification for deviation from these standards will be explicitly provided in the draft report.

If cultural materials or indications of an archeological site are discovered, systematic shovel tests within the APE may be excavated surrounding the initial find to delineate the horizontal and vertical extent of the site. The site will be recorded on a State of Texas Archeological Site Data Form, a site sketch map will be drafted, and photos of the site will be taken. This form will be submitted to the Texas Archeological

Research Laboratory and a trinomial will be obtained. Each archeological site documented as a result of the survey will be evaluated according to published eligibility criteria for inclusion in the NRHP or designation as an SAL.

Artifacts, if encountered, will not be collected during survey but will be sufficiently described and photographed in the field for further analysis. All survey records including photographs will be processed for curation at the Center for Archaeological Research (CAR) at The University of Texas at San Antonio according to CAR's *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs* (n.d.).

Although not anticipated within the APE, if intentional human burials (historic or prehistoric) are encountered during the survey, the find will be secured and B&A will notify Williamson County. In addition, the THC will be consulted to ensure work continues in accordance with provisions of the Texas Health and Safety Code Title 8 (c), Chapter 711, as amended, and associated regulations (13 TAC 22).

REPORTING REQUIREMENTS

Following fieldwork, a report of findings will be generated in accordance with standards for reports relating to archeological permits (13 TAC 26.16), guidelines of the CTA for cultural resources management reports. This report will include discussion of the results of the field investigations, a list of identified sites if any, eligibility recommendations for each site, and the criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.15 and defined in 13 TAC 26.10. The report will also include the locations of each shovel test, recorded site locations, and specify land ownership for these areas.

A copy of the draft report will be submitted to THC for review and comment. A shapefile of the project location will also be submitted to the THC. Upon concurrence with the draft report, the final report will be submitted to the THC in partial fulfillment of permit requirements. The unbound copy of the final report will contain at least one map with the plotted location of any and all recorded sites. Other report copies (for THC and other parties) will be distributed in compliance with 13 TAC 26.24. A copy of the final report will accompany all survey records and photographs to CAR for curation.

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APPENDIX A

Figures

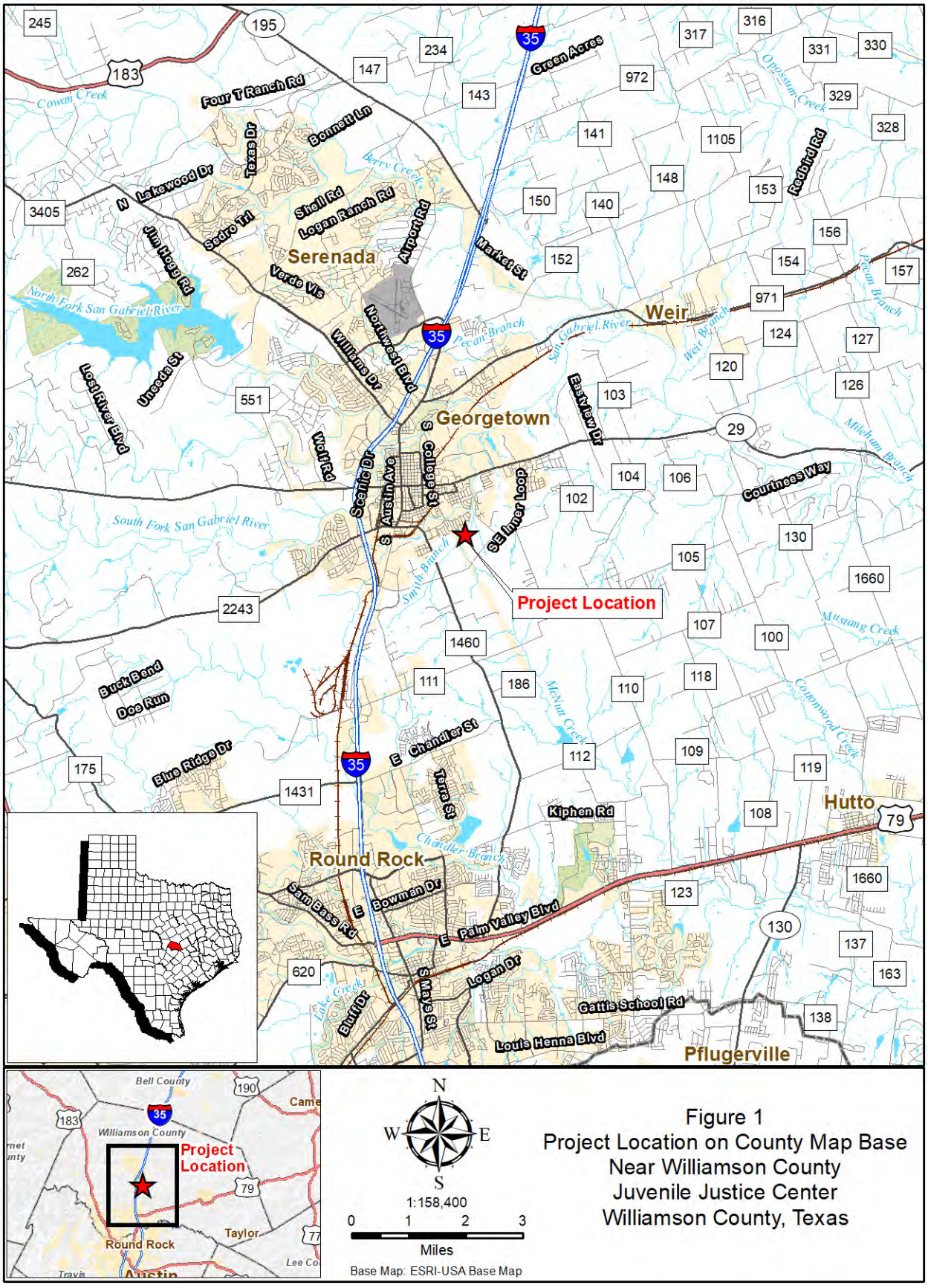


Figure 1
Project Location on County Map Base
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

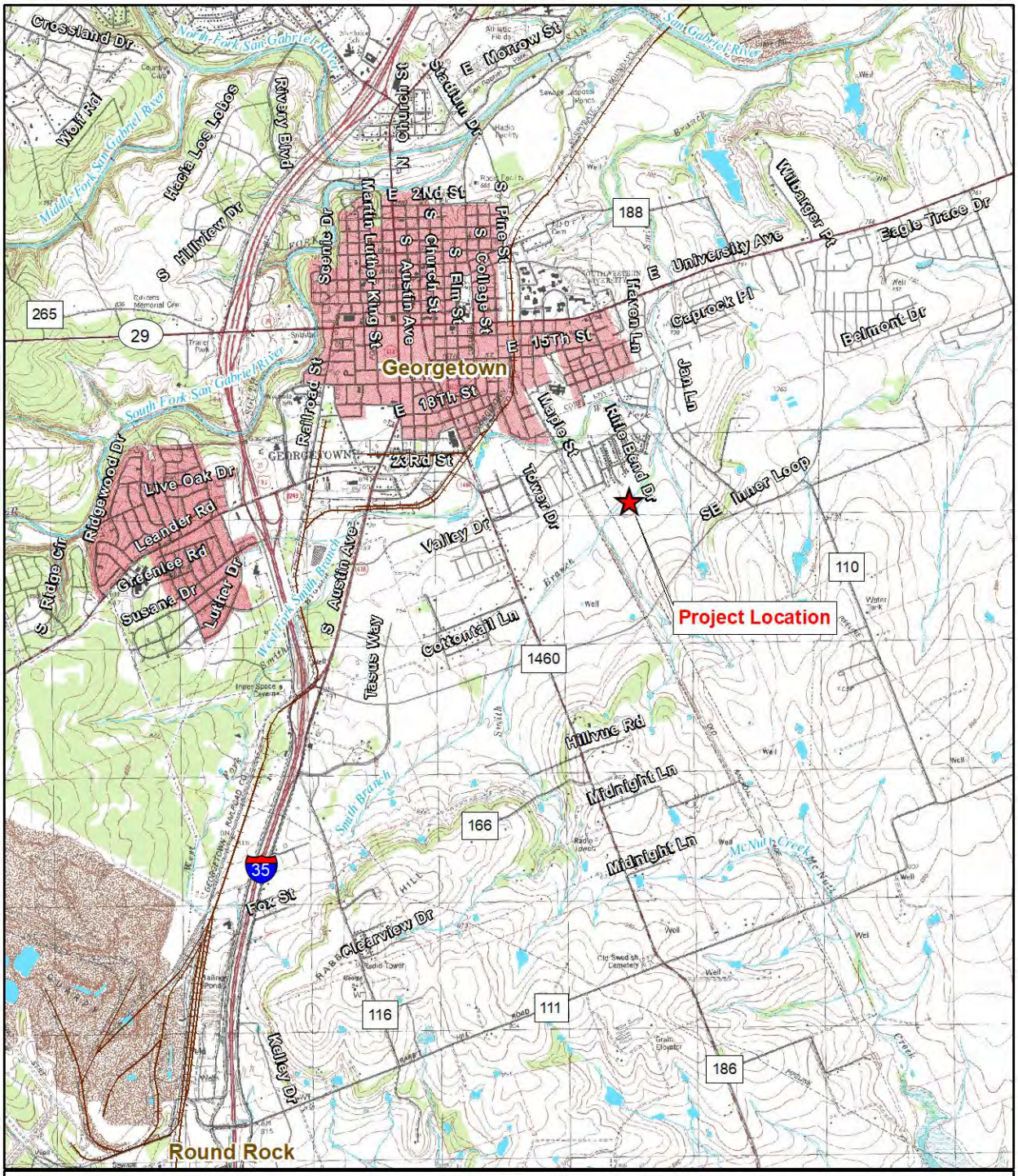


Figure 2
Project Location on
Topographic Map Base
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

[redacted]

Figure 3
Previous Investigations and Recorded Resources on Aerial Base
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects
1-Mile Radius Review Area
Texas Historical Marker
Archeological Sites
Cemeteries
Previous Investigation

Not For Public Disclosure

N
W E
S

1:36,000

0 1000 2000 4000
Feet

0 500 1,000 1,500
Meters

Base Map: Williamson County 2017
Pictometry aerial imagery.

[redacted]

Figure 4
Previous Investigations and Recorded Resources on Topographic Base
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects
1-Mile Radius Review Area
Texas Historical Marker
Archeological Sites
Cemeteries
Previous Investigation

Not For Public Disclosure

N
W E
S

1:36,000

0 1000 2000 4000
Feet

0 500 1,000 1,500
Meters

Base Map: USGS Topographic County Mosaic
La Leona, Texas (1985, Map ID No. 26097-C4)
Paso Real, Texas (1971, Map ID No. 26097-C5)

Figure 5
Williamson County
Poor Farm and Cemetery
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects

Williamson County Poor Farm/Pauper Cemetery 1911

Poor Farm Building Complex 1883 to ca. 2002

Williamson County Poor Farm 1911

N
W
E
S

1:7,200

0 300 600 1,200
Feet

0 100 200 300
Meters

Base Map: Williamson County 2017
Pictometry aerial imagery.

Figure 6
Closeup of Williamson County
Poor Farm/Pauper Cemetery
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects

Williamson County Poor Farm/Pauper Cemetery 1911

Williamson County Poor Farm/Pauper Cemetery 1995

N
W E
S

1:600

0 25 50 100
Feet

0 9 18 27
Meters

Base Map: Williamson County 2017 Pictometry aerial imagery.

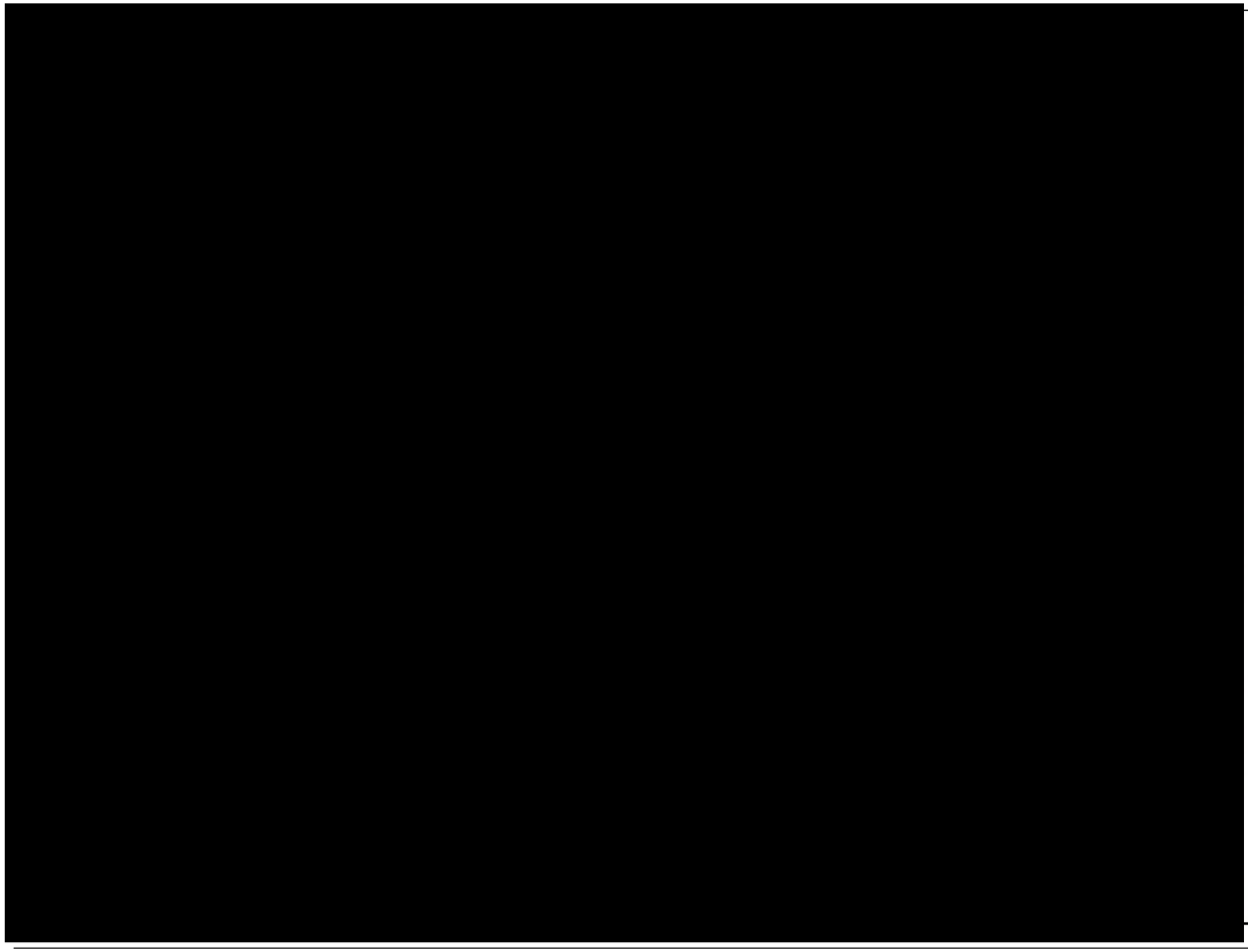


Figure 7
Overview of Project Area on Aerial Base
Near Williamson County
Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects
Disturbance
Williamson County Poor Farm/Pauper Cemetery
High Probability Area

N
W E
S

1:7,200

0 300 600 1,200
Feet

0 110 220 330
Meters

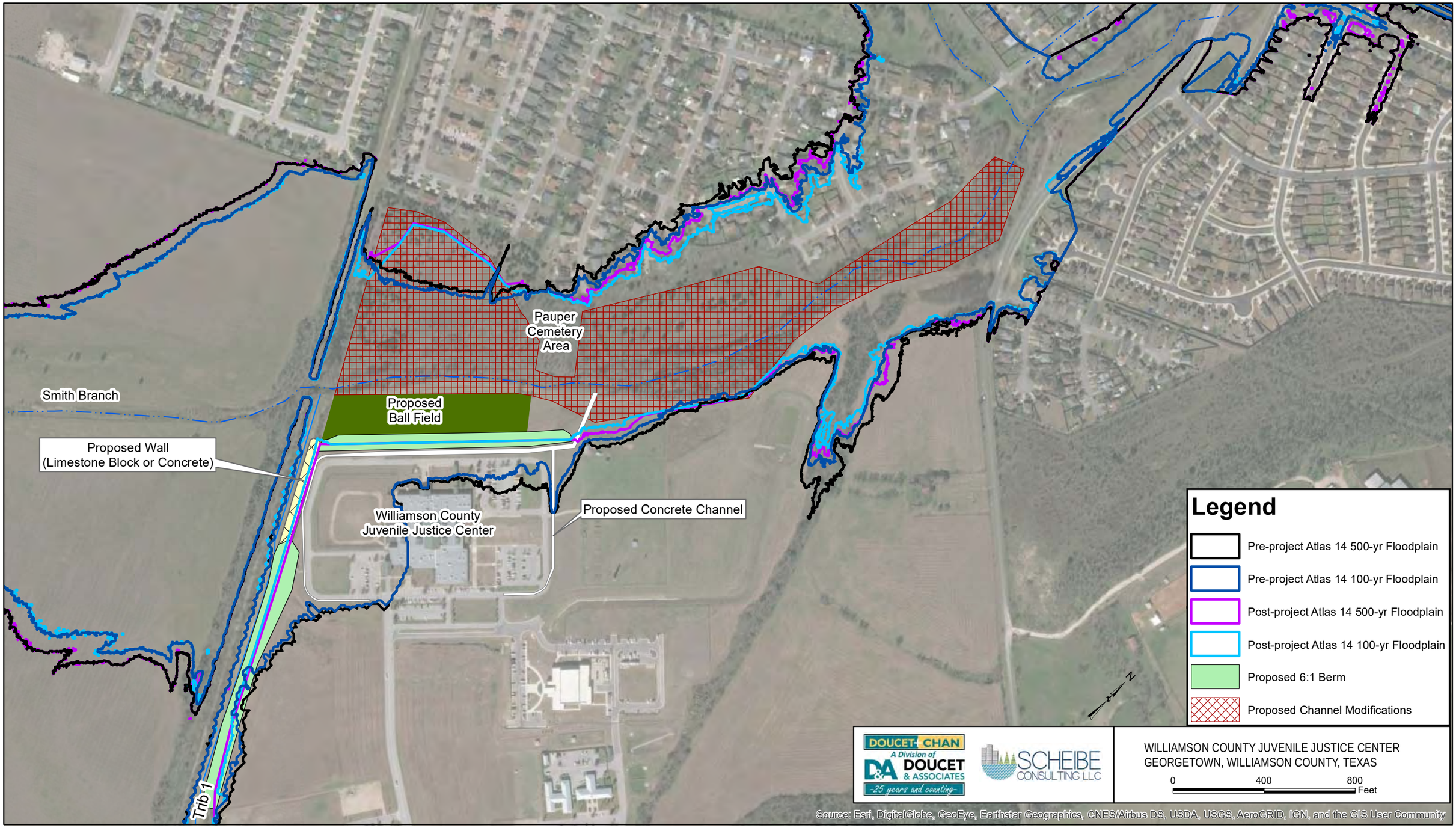
Base Map: Williamson County 2017 Pictometry aerial imagery.

Figure 8
Overview of Project Area on Aerial Base With LIDAR
Near Williamson County Juvenile Justice Center
Williamson County, Texas

APPENDIX B

Preliminary Project Plans

Smith Branch Proposed Channel Modification and Berm
(including Trib 1 and Concrete Channel Improvements)



APPENDIX C

Deed Records

388

13187

Geo. D. Barnard & Co., Printers, Lithographers, Stationers and Blank Book Makers, St. Louis.

The State of Texas,
COUNTY OF Williamson

Know all Men by these Presents:

THAT We Ira Harris B. L. Harris, Frank Alexander and Mary E. Alexander his wife of the County of Williamson and State aforesaid for and in consideration of the sum of Four thousand DOLLARS, to us in hand paid by G. N. Glasscock County Judge of said County and State

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said George N. Glasscock and his successors in office as County Judge of said County, for the use and benefit of said County of Williamson and State of Texas ~~County of ... and State of~~, all that certain Tract of land the same being apart of the Wm Addison League the same being situated about one and one half miles S. E. of the Town of Georgetown in said State and County and more particularly described as follows viz. Beginning at the S. E. corner of the John Williams 160 acre survey at a stone mound from which a cottonwood tree bears N 63½° E 2 vrs Thence W 19° N 490 vrs to Rock in branch, Thence N 27½° E 98 vrs to corner in branch, Thence N 41° E 224 vrs to corner in bank of branch on North side, Thence S 19° E 30 vrs corner on south side of branch, Thence S 69½ E 254 vrs to corner on South side of branch, Thence N 41° E 120 vrs stone mound from which an Elm bears S 22½° W 16 vrs. Thence S 19° E 390 vrs corner in branch, Thence N 44° E 30 vrs corner in branch Thence S 48½° E 980½ vrs stone mound, Thence S 70° W 224 vrs stone mound Thence S 41½° W 393 vrs stone mound, Thence N 48½° W 890½ vrs to place of beginning containing 178 acres

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto belonging unto the said George N. Glasscock and his successors in office for the benefit of said County ~~heirs and assigns~~, forever. And we do hereby bind ourselves heirs, executors and administrators, to *Warrant and Forever Defend*, all and singular the said premises unto the said George N. Glasscock and his successors in office for the use and benefit of Williamson ~~heirs and assigns~~, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS, our hand s at Georgetown this 21st day of January A. D. 1883

WITNESSES:

Frank Alexander
Mary E. Alexander
Ira Harris
B. L. Harris

THE STATE OF TEXAS,
County of Williamson } BEFORE ME, Sidney Seymour Notary Public
in and for Williamson County, Texas, on this day personally appeared B. L. Harris who is well known to me
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 8th day of January A. D. 1883.

[L. S. D.]

Sidney Seymour Notary Public Williamson Co. Texas

THE STATE OF TEXAS,
County of Williamson } BEFORE ME Sidney Seymour Notary Public
in and for Williamson County, Texas, on this day personally appeared Ira Harris & Frank Alexander and Mary E. Alexander Wife of Frank Alexander all of whom are to me well known

to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mary E Alexander Wife of the said Frank Alexander having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mary E. Alexander, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 4th day of January A. D. 1883.

[L. S. D.]

Sidney Seymour Notary Public Williamson Co. Texas

Filed for record the 8th day of Jan 1883, at 10 o'clock minutes A M. Recorded the 8th day of Jan 1883

By N. E. Chapman Deputy.

J. N. Hodges
Clerk County Court, Williamson County, Texas.

560

WARRANTY DEED.

Geo. D. Barnard & Co., Prs., St. Louis.

29013

THE STATE OF TEXAS,
County of Williamson

KNOW ALL MEN BY THESE PRESENTS:

That We. A. J. Swenson and wife Ida Swenson) and G. E. Munson and wife Augusta E. Munson

of the County of Williamson in the State aforesaid, in consideration of One thousand nine hundred & Sixty Eight 68/100 DOLLARS, to us in hand paid by D. S. Chesher County Judge of Williamson County Texas, and the further consideration of Nine hundred and thirty five 25/100 dollars to be secured by a promissory note of even date herewith for said Nine hundred and thirty five 25/100 dollars with ten per cent interest per annum from date until paid, due, and payable the 19th day of November A. D. 1894. and signed by D. S. Chesher County Judge, and vendor's lien is retained on said land to secure the payment of this note.

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said D. S. Chesher County Judge and his successors in office for the use and benefit of the County of Williamson in the State of Texas, all that certain tract of land situated in Williamson County, Texas, being a part of the Williams Addition League and a part of the land conveyed to us the said A. J. Swenson and G. E. Munson by John C. Penn by deed dated November the 19th A. D. 1890. and described by metes and bounds as follows to wit. Beginning at the N.E. corner of said tract and the S. E. corner of the J. B. Williams tract now owned by Wm. M. L. Dippmit. Thence S. 60° E. at 3 vrs a branch at 9 54 vrs a rock fence. Thence S 41 1/2 W. with said fence 195 vrs. Thence S. 30 1/2 W. also with said fence 440 3/5 vrs to the South West corner of this tract. Thence N. 40° 35' W. 935 vrs to a cedar post in a line of fence for the N.W. corner of this tract. Thence N 39 1/2 E. 562 vrs. to the place of beginning. containing 96 4/5 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said D. S. Chesher County Judge and his successors in office ~~heirs~~ and assigns forever. And We do hereby bind ourselves, heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said D. S. Chesher County Judge and his successors in office heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at Georgetown this 22 day of November A. D. 1893

WITNESSES:

A. J. Swenson
Ida Swenson
G. E. Munson
Augusta E. Munson

THE STATE OF TEXAS,
County of ..... Before me, ...

..... in and for ..... County, Texas, on this day personally appeared .....

..... known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and impress of my official seal, at my office in .....

this ..... day of ..... A. D. 189....

.....

THE STATE OF TEXAS,
County of Williamson } Before me, J. W. Hodges Clerk County Court

in and for Williamson County, Texas, on this day personally appeared A. J. Swenson, G. E. Munson and Ida Swenson & Augusta E. Munson wife of A. J. Swenson & G. E. Munson known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Ida Swenson & Augusta E. Munson wife of the said A. J. Swenson & Augusta E. Munson having been examined by me privily and apart from her husband, and having the same by me fully explained to her & the said Ida Swenson & Augusta E. Munson acknowledged such instrument to me to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 22 day of Nov. A. D. 1893

J. W. Hodges Clerk County Court
Williamson County Texas

L. S.

Filed for Record the 22 day of Nov. 1893, at 11. 30 o'clock A. M.

By P. B. Saffold Deputy Clerk.

1893, at 4 o'clock P. M., and Recorded the 23 day of Nov. 1893

J. W. Hodges
Clerk County Court, Williamson County, Texas.

Official Copy

Williamson Co. Tex. et al To Deed Oscar Forswall
01956

The State of Texas,
County of Williamson. } Know all men by these presents:

That, The County of Williamson, in the State of Texas, acting by and through T. W. Carothers, Special Commissioner, duly authorized, appointed, constituted and empowered by the following orders of the Commissioners' Court of said Williamson County, Texas,

"Now on this the 20th. day of December, 1910, came on to be considered by the Court, the matter of selling the real estate of the County, known as the County Poor Farm, same being about 265 acres of land on the Wm. Addison League, as same is shown by Deeds of Record in Volume 28, page 388, and Volume 63, page 560, Deed Records of said Williamson County, Texas.

And it appearing to the Court that said County Farm ought to be sold, and that this Court should appoint a Commissioner to sell said premises in accordance with Article 794, Revised Statutes of the State of Texas, in order to divest title out of said Williamson County, Texas, and to vest title to the same in the purchaser or purchasers thereof, it is therefore ordered by this Court that T. W. Carothers of said County and State, be, and he is hereby appointed Commissioner to sell a tract or parcel of land owned by said Williamson County, and known as the County Poor Farm, and

as said Williamson County, and known as the County Poor the same is described by Deed Records of said County, at public auction to the highest bidder, after giving full notice by posting and advertising the same at the Court House door of Williamson County, Texas, said sale to be made on January 16th, 1911, between the hours of 10 o'clock A. M. and 4 o'clock P. M. and as such Commissioner the said F. W. Carothers is to have the authority to make to the purchaser or purchasers of said land a good and sufficient deed or deeds vesting title to the same, conditioned however, that any and all bids that may be received by said Commissioner, before the same shall be binding upon this County, and before said Commissioner is authorized to make deed or deeds vesting title to the said land, the amount of such bid, the consideration per acre to be paid for such land, the terms, the manner and the time of paying such consideration shall first be approved by the Commissioners' Court of this County, that is, the Commissioners' Court reserves the right, power and authority to first approve any and all bids, and the manner and time of paying the consideration of such bid or bids before the same shall be binding upon said County, and before the said F. W. Carothers, Commissioner, is authorized to consummate such sale or sales of such land, and said Commissioners' Court hereby reserves the right to reject any and all bids if the same are not satisfactory to such Commissioners' Court.

It is further ordered that said Farm may be sold either in whole or in separate tracts to different purchasers, provided such sale or sales shall first be approved by the Commissioners Court as above provided before conveyed by said Carothers. It is further ordered by the Court that the County shall retain about 20 acres of land out of said above named premises, including the residence, pauper house and barns, said amount to be surveyed and selected by said County before such land shall be sold, and the deeds thereto made, such 20 acres of land to be used as a habitation for the County Paupers. Also the pauper grave yard now situated on said premises is also reserved from such sale, and shall not be included therein.

A copy of this order duly certified to by the County Clerk, of Williamson County under the seal of this Court, shall be

sufficient evidence of the authority of the said F. W. Carothers, Commissioner as aforesaid, to do and perform the acts hereinabove provided for."

Order Approving Sale.

"Now on this the 3rd. day of April A. D. 1911, at a Special Term of the Commissioners' Court of Williamson County, Texas, came on to be considered by the Court, the matter of considering and approving the sale of the County Farm, said sale having been made by F. W. Carothers, Commissioner thereunto duly constituted and appointed by the Commissioners' Court, by order duly entered in Minutes of said Court, of date December 26th. 1910, of record in Volume 10, page 242, of the Commissioners' Court Minutes of Williamson County, Texas, which order is here referred to and made a part hereof. And the said Commissioner, F. W. Carothers, reported to the Court that he had offered said Farm for sale at the Court House door in the City of Georgetown, Texas, between the hours of 10 o'clock A. M. and 4 o'clock P. M. January 16th. 1911, at public vendue to the highest bidder, after posting and advertising the same as required by law, and that the highest and best bid that he had for same was as follows:

Oscar Formwalt offered to pay for said Farm so sold at said sale above named, being 232½ acres of land the sum of $23,250.00 being $100.00 per acre, payable as follows; $3300.00 cash on execution and delivery of the deed of conveyance, and the execution and delivery by the said Formwalt of his twenty certain promissory notes, all of even date with said deed, each in the principal sum of $997.50, aggregating the total sum of $19,950.00 maturing respectively January 1st. 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930 and 1931, all payable to Richard Critz, County Judge of Williamson County, Texas, and his successors in office, said notes to bear interest from and after January 1st. 1911, until paid at the rate of 6% per annum, payable annually, both principal and interest payable at the office of the County Treasurer of Williamson County Texas, at Georgetown, Texas, said notes also provide that past due interest shall bear interest from the maturity thereof at the rate of 10% per annum until paid, and to provide that default in the payment of any one of said notes or any installment of interest when due, shall at the election of the holder of said notes or any of them, mature all notes

given by the said Oscar Forsvall to the said Richard Critz, County Judge, of Williamson County, Texas, and his successors in office, in payment of said land, and said notes to provide that in case same are placed in the hands of an attorney for collection after maturity, or collected by suit or through the Probate Court an additional amount of 10% of both the principal and interest then due shall be added to the same as collection fees, said notes to be the usual and standard form of Vendors Lien notes and to also provide in the said Deed and the said notes, that any one or more of said notes can be paid on any interest paying date, provided the said Forsvall or his heirs or assigns shall give to the County Judge of Williamson County, Texas, at least sixty days notice of such intention to pay, such notice to be in writing and to state how many notes are expected to be paid.

Also said Oscar Forsvall offers to pay all taxes which may be due on said land for the year 1911.

And the above bid of the said Oscar Forsvall being reported to this Court as the highest and best bid received by the said F. W. Carothers, Commissioner, as aforesaid, and it appearing to the Court that said bid is the highest and best bid, which was so received, and that all the formalities required by law in the making of such sale were complied with, and that such sale is advantageous to the County, and that the price offered therefor is a fair and reasonable one, and that the said F. W. Carothers, Commissioner as aforesaid, has entered into a contract for said 232 1/2 acres of land hereinafter described by metes and bounds to be conveyed to the said Oscar Forsvall under the above terms and condition subject to the approval and ratification of the Commissioners' Court of Williamson County, Texas, and has reported the same to the Court for ratification.

Now, therefore, the Commissioners Court of Williamson County, Texas, does here and now ratify and confirm said sale in all things, and does here and now authorize and instruct the said F. W. Carothers, Commissioner as aforesaid, to make to the said Oscar Forsvall a proper deed of conveyance to the 232 1/2 acres of land with the usual covenants and warranties executing said deed in the name of said Williamson County, Texas, under the terms and conditions, and for the consideration

above set out, and to receive the cash and notes named therein, and to deliver to him the said land, and the acts and things done and to be done by the said F. W. Carothers, Commissioner as aforesaid, in the making of such conveyance and consummation of such sale are in all things here and now ratified and confirmed, to the extent that title to said land be vested in the said Oscar Forswall, his heirs and assigns, under the above named conditions, terms and for the above named consideration.

The land to be conveyed by said F. W. Carothers to the said Oscar Forswall is described by metes and bounds as follows, towit: All that certain tract or parcel of land, lying and being situated in Williamson County, Texas, a part of the William Addison Survey, and described by metes and bounds as follows, beginning at the S. W. corner of said County Farm a cedar post in the E. line of the M. K. & T. R. R. Co's. right of way fence, for the S. W. corner hereof; thence N. 26 20' W. with said right of way fence, 1029 6/10 varas to a stake in said fence and on the S. line of a tract of land conveyed to Boman by Edens; thence N. 40 E. 242 6/10 varas to a corner of said Boman tract; thence N. 7 1/2 E. 38 feet to another corner of Boman tract; thence N. 19 W. at 113 varas a fence and continuing with said fence, 430 varas, in all 543 varas to the S. W. corner of the tract of 20 acres reserved by Williamson County; thence N. 61 55' E. 551 3/10 varas to the S. E. corner of said tract of 20 acres; thence following the W. margin of the public road as follows: S. 78 50' East 27 varas; S. 36 50' East 121 varas S. 19 1/2 East 44 1/2 varas, S. 39 35' East 163 varas, S. 48 50' E. 980 varas to the S. E. corner of said County Farm; thence following a stone and wire fence S. 68 10' W. 371 varas S. 41 10' W. 542 varas S. 35 10 W. 442 varas to the place of beginning and containing 232 1/2 acres of land exclusive of the public road and graveyard.

Save and except the following described tract of land out of said above named tract is reserved out of and not included therein, but is reserved by the County from this conveyance to be used as a graveyard for County paupers.

Lying and being situated in Williamson County, Texas, described as follows: Beginning at the present S. W. corner of the Graveyard, said S. W. corner being N. 7 1/2 E. 25 feet and S. 19 E. 223 feet S. 19 E. from the N. E. corner of the tract of 7 acres conveyed by Boman to Oscar Forswall; thence N. 58 E. following the fence at 85 6/10 varas a stone for corner, thence N. 19 W. 34 varas a stone for

corner, Thence S. 5:8 W. 85 6/10 varas a stone for N. W. corner; thence S. 19 E. 34 varas to the place of beginning, and contains one half acre of land."

For and in consideration of the sum of $23,250.00 paid and secured to be paid by the said Oscar Forswell as follows, to-wit:

Cash $3300.00 the receipt of which is hereby fully acknowledged and confessed, and for the further consideration of the execution and delivery by the said Oscar Forswell to Richard Critz, County Judge of Williamson County, Texas, and his successors in office, of his, Oscar Forswall's twenty certain promissory notes, each in the principal sum of $997.50 aggregating a total sum of $19,950.00 and said notes in all things otherwise conforming to the notes provided for in the order confirming sale above set out passed by the Commissioners' Court of Williamson County, Texas, on the 3rd. day of April 1911, all being executed by the said Oscar Forswall,

Have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Oscar Forswall, of the County of Williamson and State of Texas, all that certain tract or parcel of land, lying and being situated in Williamson County Texas, a part of the William Addison League, containing 232 1/2 acres, being described by metes and bounds as follows, to-wit:

Beginning at the S. W. corner of said County Farm, a cedar post in the E. line of the M. K. & T. R. R. Co's. right of way fence, for the S. W. corner hereof; Thence N. 26 20' W. with said right of way fence 1029 6/10 varas to a stake in said fence, and on the S. line of the tract of land conveyed to Boman by Edens; thence N. 4 E. 242 1/10 varas to a corner of said Bomans tract; thence N. 7 E. 38 feet to another corner of said Boman tract; thence N. 19 W. at 113 varas a fence, and continuing with said fence 430 varas, in all 543 varas to the S. W. corner of the tract of 20 acres reserved by Williamson County, thence N. 61 55' E. 52 3/10 varas to the S. E. corner of said tract of 20 acres; thence following the W. margin of the public road as follows; S. 78 50' E. 27 varas S. 36 50' E. 121 varas S. 19 1/2 E. 44 1/2 varas, S. 39 35' E. 163 varas, S 48 50' E. 980 varas to the S. E. corner of said County Farm; thence following a stone and wire fence S. 68 10' W. 371 varas S. 41 10' W. 542 varas S. 35 10' W. 492 varas to the place of beginning, and contains 232 1/2 acres of land exclusive of the public road and grave-yard.

Save and except the following described tract of land out

of said above named tract of land is reserved out of and not included therein, but is reserved by the County from this conveyance to be used as a grave yard for County paupers. Lying and being situated in Williamson County, Texas. described as follows: Beginning at the present S. W. corner of the grave yard, said S. W. corner being N. 7, E. 25 feet, and S. 19 E. 223 feet S. 19 E. from the N. E. corner of the tract of 7 acres conveyed by said Boman to Oscar Forswall; thence N. 58 E. following the fence at 85 6/10 varas a stone for corner; thence N. 19 W. 34 varas a stone for corner; thence S. 58 W. 85 6/10 varas a stone for N. W. corner; thence S. 19 E. 34 varas to the place of beginning, and contains one half acre of land.

Also the County reserves the right to an easement of ingress and egress along the west line of said 232 1/2 acre tract to get into and out of said grave yard.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Oscar Forswell, his heirs and assigns.

And the said Williamson County does hereby bind itself to warrant and forever defend all and singular the said premises unto the said Oscar Forswell, his heirs and assigns against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed, stipulated and understood that the vendor's lien is retained against the above described property, premises and improvements, until the above described notes and all interest thereon have been fully paid, according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand, this 3rd. day of April A. D. 1911.

Williamson County, Texas.
By F. W. Carothers,
Commissioner.

Attest: Thos. H. Flinn, County Clerk,
Williamson County, Texas.
By R. E. Moore, Deputy.

[L. S.]

The State of Texas,
County of Williamson. } Before me, the undersigned authority, in and for said County and State, on this day personally appeared F. W. Carothers, to me well known and known to me to be

the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the said Williamson County, Texas, by him, the said F. W. Carothers, its Special Commissioner thereunto duly authorized, signed, sealed with the seal of the Commissioners' Court of said County, and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3rd. day of April A. D. 1911.

[L. S.]

C. M. Crawford, Clerk, District Court,
Williamson County, Texas.
By C. L. McMurray, Deputy.

Filed for Record April 3, 1911, At 5 o'clock P. M.
Recorded April 6, 1911, At 7.15 o'clock A. M.

Thos. H. Flinn Clerk, Co. Court,
Williamson Co. Texas

Unofficial Document

DOC# 9525219

DEED

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

That whereas, the Commissioners Court of Williamson County, Texas did, at a regular meeting, a quorum being present, on the 14th day of March, 1995, approve a land swap from owners of Quail Valley Development Corp. of the tract or parcel of land hereinafter described, in turn for an equal amount of land being swapped to the County, reference being made to said agenda item now of record in Volume 71, Page 755 of the minutes of the Commissioners Court of Williamson County, Texas; and,

Whereas, the undersigned John C. Doerfler, County Judge of Williamson County, as authorized by said motion, does hereby enter into the swap of land on behalf of Williamson County;

Now, therefore, in consideration of the said swap of land, the receipt of which is hereby acknowledged on behalf of Williamson County, Texas, I, the undersigned officer so authorized as aforesaid, in conformity to such motion for and in behalf of said County of Williamson, Texas, and by virtue of the authority vested in me, do by these presents bargain, grant, sell and convey unto said Quail Valley Development Corp. that certain tract or parcel of land lying and being situate in Williamson County, Texas, and described as follows, to-wit:

> BEING all of the interest which Williamson County owns in that 0.50 acre tract of land situated in the William Addison Survey, Abstract No. 21, in Williamson County, Texas as is described in Exhibit "A" which is attached hereto and made a part hereof as if set out in full herein,

together with all and singular the rights, members and appurtenances thereto in anywise belonging.

To have and to hold unto the said Quail Valley Development Corp., its successors and assigns forever.

Witness my hand this the 20th day of June, 1995.

John C. Doerfler

OK LW

JOHN C. DOERFLER,
County Judge,
Williamson County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

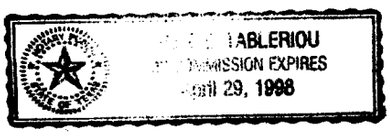
Unofficial Document

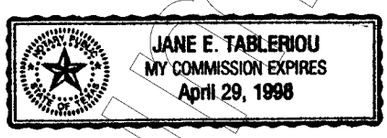
STATE OF TEXAS *
*
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on this 20th day of June, 1995, by John C. Doerfler, as County Judge of Williamson County, Texas, on behalf of said County.

Jane E. Tableriou
Notary Public, State of Texas

Jane E. Tableriou
(Printed or typed name of notary)
My commission expires: 4-29-98





Grantees Address:

Wmson.Dee-#207 94-28

Unofficial Document

EXHIBIT # 17
PAGE # 1

FIELD NOTES FOR AN EXISTING CEMETERY

BEING 0.50 of an acre of land, situated in the William Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 178 acres, as conveyed to G. W. Glasscock, County Judge and his successors in office, by deed as recorded in Volume 28, Page 388, of the Deed Records of Williamson County, Texas, and a portion of that certain tract of land, called 96 4/5 acres, as conveyed to D. S. Chisshear, County Judge and his successors in office, by deed as recorded in Volume 63, Page 560, of the Deed Records of Williamson County, Texas, said land being that certain tract of land, called 1/2 acre "Graveyard for County Paupers," as excepted from a deed to Oscar Forswell of record in Volume 146, Page 87, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of January, 1995, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follow;

BEGINNING for Reference at an iron pin found at a fence corner marking the most westerly Southwest corner of Lot 6, Block M, of Quail Valley, Section Two, a subdivision of record in Cabinet P, Slide 199, of the Plat Records of Williamson County, Texas, being the Southeast corner of Lot 6, Block C, of Smith Branch Park, a subdivision of record in Cabinet E, Slide 398, of the Plat Records of Williamson County, Texas, being a westerly corner of the above-referenced 178 acre tract, being the Northeast corner of the above-referenced 96 4/5 acre tract;

THENCE, S 17° 05' E, 223.00 feet and N 72° 55' E, 25.00 feet to the Point of BEGINNING being the Southwest corner of the said 1/2 acre tract, for the Southwest corner hereof;

THENCE, N 17° 05' W, 94.44 feet to a point for the Northwest corner of the said 1/2 acre tract, for the Northwest corner hereof;

THENCE, N 59° 55' E, 237.78 feet to a point for the Northeast corner of the said 1/2 acre tract, for the Northeast corner hereof;

THENCE, S 17° 05' E, 94.44 feet to a point for the Southeast corner of the said 1/2 acre tract, for the Southeast corner hereof;

THENCE, S 59° 55' W, 237.78 feet to the Place of BEGINNING and containing 0.50 of an acre of land.

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

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on-the-ground survey made under my direction and supervision during the month of ,1995, of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines or roads in place, except as shown hereon.

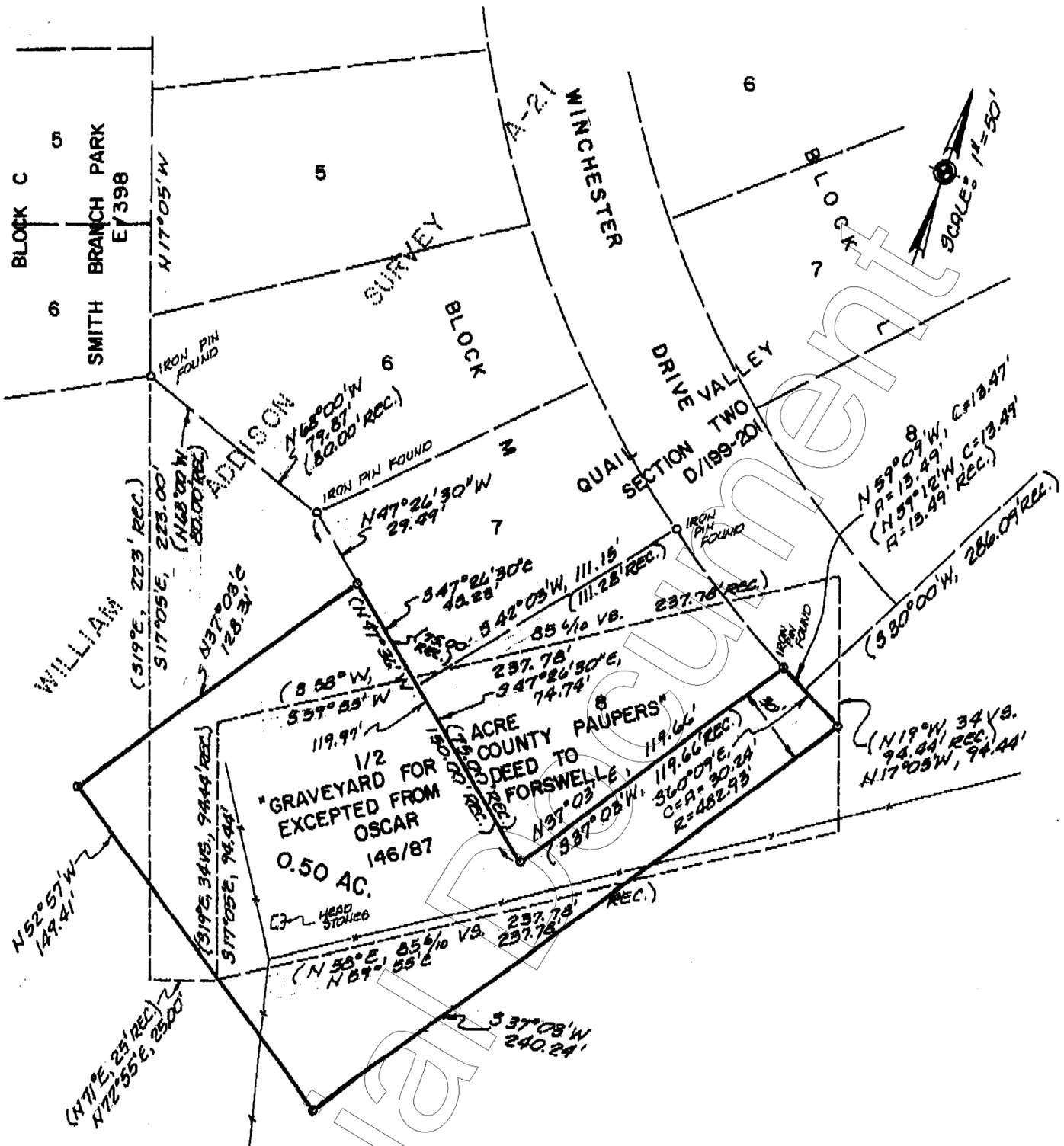
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 17th, day of April , 1995 A.D.

Don H. Bizzell
Registered Professional Land Surveyor, No. 2218
State of Texas

cemetaryfn

STATE OF TEXAS REGISTERED DON H. BIZZELL 2218 PROFESSIONAL LAND SURVEYOR

Unofficial Document



23.94 AC.
QUAIL VALLEY DEVELOPMENT CORP.
781/293

PROPOSED CEMETERY
A PORTION OF THE
QUAIL VALLEY DEVELOPMENT
CORP. TRACT
WILLIAM ADDISON SURVEY A-21
WILLIAMSON COUNTY, TX.

I, DON H. BIZZELL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 25th DAY OF JANUARY, 1995; THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

REGISTERED DON H. BIZZELL 2218 LAND SURVEYOR

Steger & Bizzell Engineering, Inc.

Consulting Engineers
P.O. Box 668
1011 N. Main St.
Georgetown, Texas 78627

Surveyors
Taylor, Texas 76574

JOB NO.

Unofficial Document

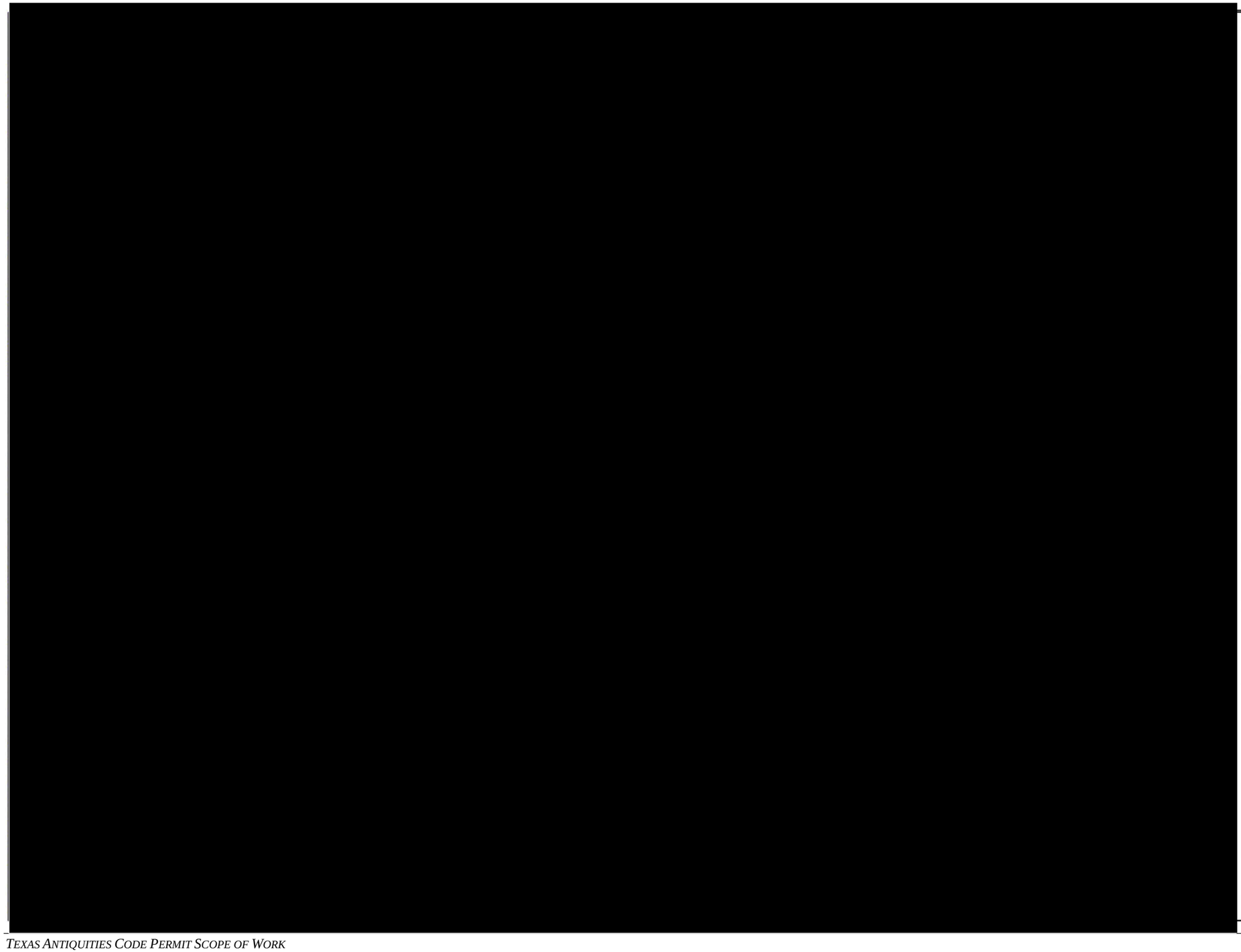
Doc# : 9525219
Rec. $ 15.00
Date : 06-20-1995
Time : 04:22:00 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

Unofficial Document

(3) Steger & Bizzell

APPENDIX D

Historical Aerial Photos of APE



Appendix D-1
Williamson County
Poor Farm and Cemetery
on 1971 Aerial Base
Williamson County, Texas

Williamson County Poor Farm/Pauper Cemetery 1911

Poor Farm Building Complex 1883 to ca. 2002

Williamson County Poor Farm 1911

Parcel Boundary

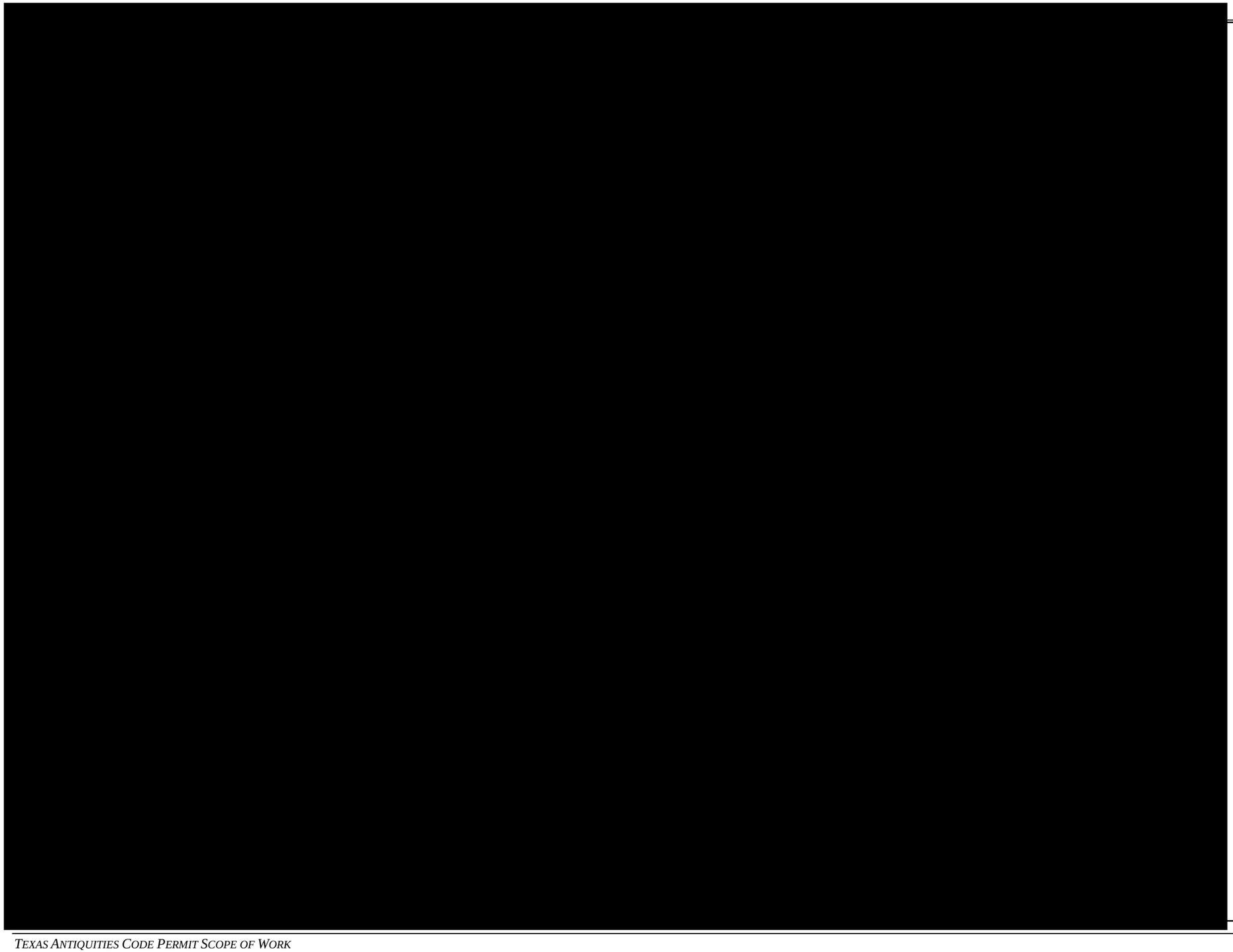
N
W
E
S

1:7,200

0 300 600 1,200
Feet

0 100 200 300
Meters

Base Map: USGS Aerial Photo 1971



Appendix D-2
Williamson County
Poor Farm and Cemetery
on 1971 Aerial Base
Williamson County, Texas

Williamson County Poor Farm/Pauper Cemetery 1911

Williamson County Poor Farm 1911

Parcel Boundary

N
W E
S

1:600

0 25 50 100
Feet

0 8 16 24
Meters

Base Map: Williamson County 2017 Pictometry aerial imagery.

APPENDIX E

Results of Williamson County Poor Farm Cemetery Reconnaissance with Informant Jerry Jansen August 20, 2019

[redacted]

Appendix E-1
Williamson County
Poor Farm/Pauper Cemetery
Results of Reconnaissance with
Jerry Jansen 8/20/2019
Near Juvenile Justice Center
Williamson County, Texas

Area of Potential Effects

Williamson County Poor Farm/Pauper Cemetery 1911

Williamson County Poor Farm/Pauper Cemetery 1995

Fencepost

Limestone Block (possible grave marker)

Marble Block (possible grave marker)

Photo

Barbed Wire Fence

Pig Wire fence

Southern Edge of Pushpile Berm

N
W E
S

1:600

0 25 50 100
Feet

0 9 18 27
Meters

Base Map: Williamson County 2017 Pictometry aerial imagery.

Photo 1. View overlooking Williamson County Poor Farm/Pauper Cemetery, facing northeast.

Photo 2. Corner post of barbed wire fence marking southern boundary of Williamson County Poor Farm/Pauper Cemetery, facing southwest.

Photo 3. Area indicated by informant Jerry Jansen as location of headstones, Williamson County Poor Farm/Pauper Cemetery.

Photo 4. Closeup of limestone block (possible grave marker) in area indicated by informant Jerry Jansen as location of headstones, Williamson County Poor Farm/Pauper Cemetery.

Photo 5. Closeup of marble block (possible grave marker) in area indicated by informant Jerry Jansen as location of headstones, Williamson County Poor Farm/Pauper Cemetery.

Commissioners Court - Regular Session **43.**

Meeting Date: 02/25/2020

Forest North Drainage Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with James Wong regarding a drainage easement needed on the Forest North project. Funding Source: Road Bond P225

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wong Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:10 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 09:59 AM

Final Approval Date: 02/20/2020

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • Fax 512-255-8986 • E-mail mylan@scrrlaw.com

February 05, 2020

James Wong
12600 Shasta Lane
Austin, Texas 78729

RE: Williamson County Drainage Easement and Temporary Construction Easement

Dear Mr. Wong:

Thank you again for working with Williamson County (the "County"). As discussed, the County needs a 1,828 square foot drainage easement and a 3,799 square foot Temporary Construction Easement (TCE) on your property at 12600 Shasta Lane to facilitate the Forest North drainage improvement project. Pictures of the easements are depicted in "Exhibit A" attached to this agreement.

The County is willing to offer $2,500.00 to purchase the required permanent easement and $1,000 to purchase the TCE for a total compensation amount of $3,500 for the permanent and temporary easements. If this is acceptable, please execute this letter where indicated and return it to our office along with a W-9.

Upon receipt of this executed letter and the completed W9, we will have the letter executed by the County and process your payment as quickly as possible. I will return a copy of the fully executed letter for your records, and the easement will not be recorded until you have received payment.

Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,

Mylan W. Shaunfield

AGREED:

OWNER:

By:_____
James Wong

Date: Feb - 18 - 2020

WILLIAMSON COUNTY, TEXAS

By:_____

Title:_____

Date:_____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

STORM SEWER, DRAINAGE, AND TEMPORARY CONSTRUCTION EASEMENT

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

That **JAMES WONG**, whose current address is 12600 Shasta Lane, Austin, Texas 78729, (herein after referred to as "Grantor" whether one or many), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property ("Drainage Easement"):

> Being a 0.042 acre (1,828 square foot) tract of land from situated in the Elisha Allen Survey, Abstract No. 18, being a portion of Lot 9, Block A, VILLAGE OAKS SECTION TWO, according to the map or plat thereof recorded in Cabinet B, Slide 251, Plat Records of Williamson County, Texas, and described in Deed to James Wong; said 0.042 acres being more particularly described in metes and bounds and by sketch in Exhibit "A" attached hereto and incorporated herein for all purposes.

The perpetual Drainage Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual Drainage Easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

For the same consideration referenced above, Grantor hereby further GRANTS, SELLS and CONVEYS to Grantee a temporary construction easement over, across and upon the following tract of land ("Temporary Construction Easement"):

> Being a 3,799 square foot tract of land from Lot 9, Block A, VILLAGE OAKS SECTION TWO, according to the map or plat thereof recorded in Cabinet B, Slide 251, Plat Records of Williamson County, Texas, and described in Deed to James Wong; said 3,799 square foot tract being shown by sketch in Exhibit "B" attached hereto and incorporated herein for all purposes.

This Temporary Construction Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of the initial installation of the Facilities. This Temporary Construction Easement shall terminate upon the expiration of twenty-four (24) months after the first entry upon the Temporary Construction Easement for the purposes set out herein, or on the date of the completion of the initial installation of the Facilities, whichever occurs first. The Drainage Easement and the Temporary Construction are hereinafter collectively referred to herein as the "Easements".

Grantor further grants to Grantee:

(a) the right to grade the Easements for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easements to such extent as Grantee may find reasonably necessary;

(b) the right of ingress to and egress from the Easements over and across Grantors property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantors property which is isolated from the Easements by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantors property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantors property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;

(c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the Easements;

(d) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the Easements which now or hereafter in the opinion of Grantee may be a hazard to any the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;

(e) the right to mark the location of the Easements by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easements;

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easements;

(b) Grantee shall promptly backfill any trench made by it on the Easements and repair any damage it shall do to Grantors private roads or lanes on the lands;

It is understood and agreed that any and all equipment and Facilities placed upon said property shall remain the property of Grantee.

Grantor hereby dedicates the Drainage Easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantors do hereby bind themselves, their successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and effective on the latest date of acknowledgement below.

GRANTOR:

By: _____
James Wong

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 18 day of the month of February, 2020, by **James Wong**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

YVETTE JOAQUIN
Notary ID #129526486
My Commission Expires
September 7, 2021

Signature

Yvette Joaquin
Printed Name

Notary Public, State of Texas

Commissioners Court - Regular Session **44.**

Meeting Date: 02/25/2020

Forest North Drainage Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with John and Theresa Doane regarding a drainage easement needed on the Forest North project. Funding Source Road Bond P225

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doane Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:26 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:21 AM

Final Approval Date: 02/20/2020

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • Fax 512-255-8986 • E-mail tad@scrrlaw.com

February 19, 2020

John and Theresa Doane
9201 Norchester Court
Austin, Texas 78729

RE: Williamson County Drainage Easement

Dear Mr. and Mrs. Doane:

First, thank you for your continued communication with this office and your willingness to work with Williamson County, Texas (the "County"). Please allow this letter, to serve as a detail of the agreement between you and the County regarding the Forest North area drainage project. In addition to the $2,000 purchase price agreement for the 0.004-acre drainage easement and .009 Temporary Construction Easement on your property at 9201 Norchester Court, Austin, Texas 78729, the County also agrees to the following four accommodations in order to expeditiously facilitate the execution of these easements.

1. Driveways will be accessible by the end of each workday, and repairs will be made upon completion of the entirety of the work. Notice will be provided to homeowners and residents at least 48 hours prior to any driveway-access interruptions. Some footpath access and on-street parking will be temporarily unavailable during construction. Parking on the street will not be possible during construction activities. Prior to each day of construction, vehicles parked on the street must be moved.

2. During construction, temporary fences will be installed to keep pets contained on the property. After the drainage improvement work is complete, any removed fencing will be replaced with the same type of material that was present before construction. For example, the wrought-iron fence at your property will be replaced with wrought-iron fence. The proposed drainage infrastructure (pipes and access manhole) will be contained within the permanent 10-ft easement, which the County will be able to access if necessary.

3. After construction is complete, the driveway will be replaced up to the limits of the disturbed area in the same location as the existing driveway. The fence will be replaced closer to the North Property line (separating 9201 and 9200 Norchester Ct) slightly increasing the size of the fenced in yard at 9201. The fence will be installed in this new location to allow maintenance access to the new manhole.

4. Lastly, water mains and water meters will be relocated according to the attached plans.

If this correctly outlines the agreement between you and the County, please execute this letter where indicated and return it to this office. Please also execute and return to this office the easement with a notarized signature.

In order to process your payment, the County will need a completed W-9 tax form. Please complete the enclosed W-9 and return it to this office with the other documents, and payment will be processed as quickly as possible upon receipt of this letter, the executed easement, and the completed W-9. As discussed, the easement will not be recorded until you have received the agreed payment of $2,000.

Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,

Mylan W. Shaunfield

AGREED:

OWNER:

By: _____
John Doane

Date: 2/19/20

By: _____
Theresa Doane

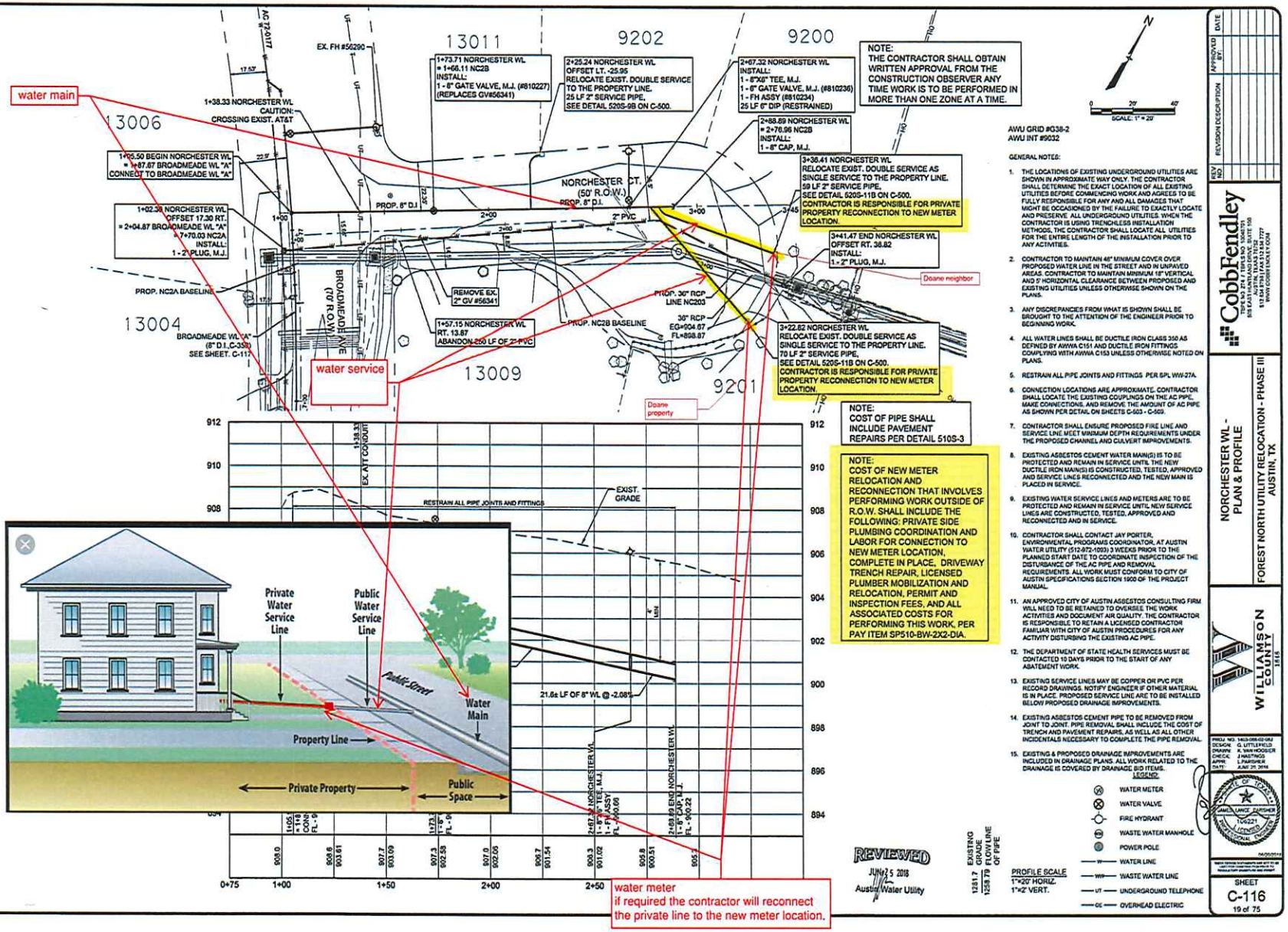
Date: 2/19/20

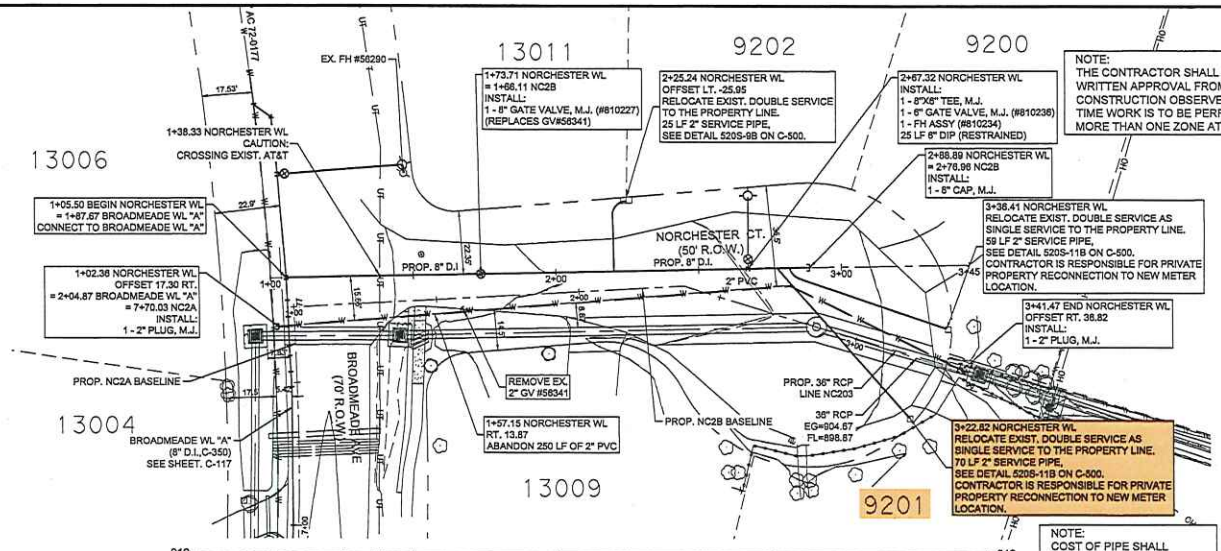
WILLIAMSON COUNTY, TEXAS

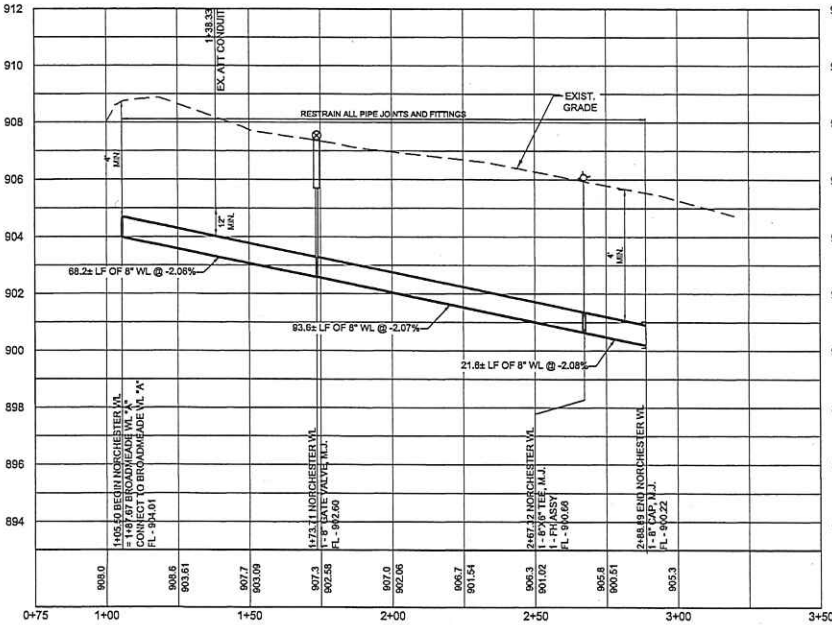
By: _____

Title: _____

Date: _____


water main
water service
water meter
if required the contractor will reconnect the private line to the new meter location.
13006
13011
13004
13009
9202
9200
9201
NORCHESTER CT.
(50' R.O.W.)
BROADMEADE AVE
(70' R.O.W.)
1+05.50 BEGIN NORCHESTER WL = 1+87.67 BROADMEADE WL "A" CONNECT TO BROADMEADE WL "A"
1+02.38 NORCHESTER WL OFFSET 17.30 RT. = 2+04.87 BROADMEADE WL "A" 7+70.03 NC2A INSTALL: 1 - 2" PLUG, M.J.
1+38.33 NORCHESTER WL CAUTION: CROSSING EXIST. AT&T
1+73.71 NORCHESTER WL = 1+66.11 NC2B INSTALL: 1 - 8" GATE VALVE, M.J. (#810227) (REPLACES GV#56341)
2+25.24 NORCHESTER WL OFFSET LT. -25.95 RELOCATE EXIST. DOUBLE SERVICE TO THE PROPERTY LINE. 25 LF 2" SERVICE PIPE, SEE DETAIL 520S-9B ON C-500.
2+67.32 NORCHESTER WL INSTALL: 1 - 8"X6" TEE, M.J. 1 - 6" GATE VALVE, M.J. (#810236) 1 - FH ASSY (#810234) 25 LF 6" DIP (RESTRAINED)
2+88.89 NORCHESTER WL = 2+76.96 NC2B INSTALL: 1 - 8" CAP, M.J.
3+36.41 NORCHESTER WL RELOCATE EXIST. DOUBLE SERVICE AS SINGLE SERVICE TO THE PROPERTY LINE. 59 LF 2" SERVICE PIPE, SEE DETAIL 520S-11B ON C-500. CONTRACTOR IS RESPONSIBLE FOR PRIVATE PROPERTY RECONNECTION TO NEW METER LOCATION.
3+41.47 END NORCHESTER WL OFFSET RT. 38.82 INSTALL: 1 - 2" PLUG, M.J.
3+22.82 NORCHESTER WL RELOCATE EXIST. DOUBLE SERVICE AS SINGLE SERVICE TO THE PROPERTY LINE. 70 LF 2" SERVICE PIPE, SEE DETAIL 520S-11B ON C-500. CONTRACTOR IS RESPONSIBLE FOR PRIVATE PROPERTY RECONNECTION TO NEW METER LOCATION.
1+57.15 NORCHESTER WL RT. 13.87 ABANDON 200 LF OF 2" PVC
REMOVE EX. 2" GV #56341
EX. FH #56290
PROP. 8" D.I.
2" PVC
PROP. 30" RCP LINE NC203
30" RCP EG=904.67 FL=898.87
PROP. NC2A BASELINE
PROP. NC2B BASELINE
BROADMEADE WL "A" (8" D.I.C-350) SEE SHEET. C-117
Doane neighbor
Doane property
NOTE: THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE CONSTRUCTION OBSERVER ANY TIME WORK IS TO BE PERFORMED IN MORE THAN ONE ZONE AT A TIME.
NOTE: COST OF PIPE SHALL INCLUDE PAVEMENT REPAIRS PER DETAIL 510S-3
NOTE: COST OF NEW METER RELOCATION AND RECONNECTION THAT INVOLVES PERFORMING WORK OUTSIDE OF R.O.W. SHALL INCLUDE THE FOLLOWING: PRIVATE SIDE PLUMBING COORDINATION AND LABOR FOR CONNECTION TO NEW METER LOCATION, COMPLETE IN PLACE, DRIVEWAY TRENCH REPAIR, LICENSED PLUMBER MOBILIZATION AND RELOCATION, PERMIT AND INSPECTION FEES, AND ALL ASSOCIATED COSTS FOR PERFORMING THIS WORK, PER PAY ITEM SP510-BW-2X2-DIA.
Private Water Service Line
Public Water Service Line
Public Street
Water Main
Property Line
Private Property
Public Space
RESTRAIN ALL PIPE JOINTS AND FITTINGS
EXIST. GRADE
EX. ATT CONDUIT
21.8± LF OF 8" WL @ -2.08%
0+75
1+00
1+50
2+00
2+50
912
910
908
906
904
902
900
898
896
894
SCALE: 1" = 20'
AWU GRID #G38-2
AWU INT #9032
GENERAL NOTES:
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WATER LINE IN THE STREET AND IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
3. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
4. ALL WATER LINES SHALL BE DUCTILE IRON CLASS 350 AS DEFINED BY AWWA C151 AND DUCTILE IRON FITTINGS CONFORMING WITH AWWA C153 UNLESS OTHERWISE NOTED ON PLANS.
5. RESTRAIN ALL PIPE JOINTS AND FITTINGS PER SPL WW-27A.
6. CONNECTION LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL LOCATE THE EXISTING COUPLINGS ON THE AC PIPE, MAKE CONNECTIONS, AND REMOVE THE AMOUNT OF AC PIPE AS SHOWN PER DETAIL ON SHEETS C-503 - C-509.
7. CONTRACTOR SHALL ENSURE PROPOSED FIRE LINE AND SERVICE LINE MEET MINIMUM DEPTH REQUIREMENTS UNDER THE PROPOSED CHANNEL AND CULVERT IMPROVEMENTS.
8. EXISTING ASBESTOS CEMENT WATER MAIN(S) IS TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW DUCTILE IRON MAIN(S) IS CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
9. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
10. CONTRACTOR SHALL CONTACT JAY PORTER, ENVIRONMENTAL PROGRAMS COORDINATOR, AT AUSTIN WATER UTILITY (512-972-1093) 3 WEEKS PRIOR TO THE PLANNED START DATE TO COORDINATE INSPECTION OF THE DISTURBANCE OF THE AC PIPE AND REMOVAL REQUIREMENTS. ALL WORK MUST CONFORM TO CITY OF AUSTIN SPECIFICATIONS SECTION 1900 OF THE PROJECT MANUAL.
11. AN APPROVED CITY OF AUSTIN ASBESTOS CONSULTING FIRM WILL NEED TO BE RETAINED TO OVERSEE THE WORK ACTIVITIES AND DOCUMENT AIR QUALITY. THE CONTRACTOR IS RESPONSIBLE TO RETAIN A LICENSED CONTRACTOR FAMILIAR WITH CITY OF AUSTIN PROCEDURES FOR ANY ACTIVITY DISTURBING THE EXISTING AC PIPE.
12. THE DEPARTMENT OF STATE HEALTH SERVICES MUST BE CONTACTED 10 DAYS PRIOR TO THE START OF ANY ABATEMENT WORK.
13. EXISTING SERVICE LINES MAY BE COPPER OR PVC PER RECORD DRAWINGS. NOTIFY ENGINEER IF OTHER MATERIAL IS IN PLACE. PROPOSED SERVICE LINE ARE TO BE INSTALLED BELOW PROPOSED DRAINAGE IMPROVEMENTS.
14. EXISTING ASBESTOS CEMENT PIPE TO BE REMOVED FROM JOINT TO JOINT. PIPE REMOVAL SHALL INCLUDE THE COST OF TRENCH AND PAVEMENT REPAIRS, AS WELL AS ALL OTHER INCIDENTALS NECESSARY TO COMPLETE THE PIPE REMOVAL.
15. EXISTING & PROPOSED DRAINAGE IMPROVEMENTS ARE INCLUDED IN DRAINAGE PLANS. ALL WORK RELATED TO THE DRAINAGE IS COVERED BY DRAINAGE BID ITEMS.
LEGEND:
WATER METER
WATER VALVE
FIRE HYDRANT
WASTE WATER MANHOLE
POWER POLE
WATER LINE
WASTE WATER LINE
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
EXISTING GRADE 1261.7
FLOWLINE OF PIPE 1259.79
PROFILE SCALE 1"=20' HORIZ. 1"=2' VERT.
REVIEWED JUN 25 2018 Austin Water Utility
CobbFendley
NORCHESTER WL - PLAN & PROFILE
FOREST NORTH UTILITY RELOCATION - PHASE III
AUSTIN, TX
WILLIAMSON COUNTY
DESIGN: G. LITTLEFIELD
DRAWN: A. VAN HOOSER
CHECK: J. HASTINGS
DATE: L. PARSHER
SHEET C-116
19 of 75
Dwg Info: G:\CFA\2014\030880\1_Williamson_County_2013_Road_Bond\WUN\08J Forest North 2\DESIGN\C-114-NORCHESTER-PP.dwg -- Tab: C-117 NORCHESTER CT PP -- Plotted: 6/21/2018 3:52 PM By: HEATHER BYRNE





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LEGEND:

- WATER METER
- WATER VALVE
- FIRE HYDRANT
- WASTE WATER MANHOLE
- POWER POLE
- —W— WATER LINE
- —WW— WASTE WATER LINE
- —UT— UNDERGROUND TELEPHONE
- —OE— OVERHEAD ELECTRIC

PROFILE SCALE
1"=20' HORIZ.
1"=2' VERT.

EXISTING GRADE 1281.7
FLOWLINE OF PIPE 1258.79

REVIEWED
JUN 25 2018
Austin Water Utility

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE REG. NO. 2214 / TBPLS REG. NO. 10040701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TX 78752
512.834.9720 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

NORCHESTER WL - PLAN & PROFILE
FOREST NORTH UTILITY RELOCATION - PHASE III
AUSTIN, TX

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-069-02-08J
DESIGN: B. LITTLEFIELD
DRAWN: K. VAN HOOSIER
CHECK: J. HASTINGS
APPR.: L.PARISHER
DATE: JUNE 23, 2018

STATE OF TEXAS
JAMES LANCE PARISHER
106221
LICENSED PROFESSIONAL ENGINEER
06/25/2018

THESE DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR BIDDING PURPOSES OR PERMIT/REGULATORY SUBMITTALS AND PERMIT

SHEET
C-116
19 of 75

Dwg Info: G:\C(A\2014\0308B01_Williamson_County_2013_Road_Bond\WW\08J Forest North 2\DESIGN\C-114-NORCHESTER-PP.dwg - Tab: C-117 NORCHESTER CT PP - Plotted: 6/21/2018 3:52 PM By: HEATHER BRINE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

STORM SEWER, DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT

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

That **JOHN DOANE** and **THERESA DOANE** whose current address is 9201 Norchester Court, Austin, Texas 78729, (herein after referred to as "Grantor" whether one or many), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property ("Drainage Easement"):

> All of that certain 0.004 acre (185 square foot), tract of land situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 124, of Forest North Estates Phase Two, a subdivision according to the plat thereof recorded in Cabinet B, Slide 278-281 of the Plat Records of Williamson County, Texas, and being conveyed to John Doane and Theresa Doane, husband and wife, by instrument recorded in Document No. 2014072187 of the Official Records of Williamson County, Texas, said 0.004 acre (185 square foot) tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual Drainage Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual Drainage Easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

For the same consideration referenced above, Grantor hereby further GRANTS, SELLS and CONVEYS to Grantee a temporary construction easement over, across and upon the following tract of land ("Temporary Construction Easement"):

> Being a .009 acre (388 square foot) tract of land situated in the Elisha Allen Survey, Abstract No. 18, Williamson County, Texas, being a portion of Lot 124, of Forest North Estates, Phase five, a subdivision according to the plat thereof recorded in Cabinet D, Slides 1-2 of the Plat Records of Williamson County, Texas, and described in Texas Special Warranty Deed to John Doane and Theresa Doane and recorded in document no. 2014072187 of the Official Public Records of Williamson County, Texas; said 388 square feet being shown by sketch in Exhibit "A" attached hereto and incorporated herein for all purposes.

This Temporary Construction Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of the initial installation of the Facilities. This Temporary Construction Easement shall terminate upon the expiration of twenty-four (24) months after the first entry upon the Temporary Construction Easement for the purposes set out herein, or on the date of the completion of the initial installation of the Facilities, whichever occurs first. The Drainage Easement and the Temporary Construction are hereinafter collectively referred to herein as the "Easements".

Grantor further grants to Grantee:

(a) the right to grade the Easements for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easements to such extent as Grantee may find reasonably necessary, so long as prior written landowner approval is obtained for any grading, cutting, or filling to be done outside the Easements;

(b) the right of ingress to and egress from the Easements over and across Grantors property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantors property which is isolated from the Easements by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantors property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantors property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this

provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;

(c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the Easements;

(d) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the Easements which now or hereafter in the opinion of Grantee may be a hazard to any the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;

(e) the right to mark the location of the Easements by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easements;

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easements;

(b) Grantee shall promptly backfill any trench made by it on the Easements and repair any damage it shall do to Grantors private roads or lanes on the lands;

It is understood and agreed that any and all equipment and Facilities placed upon said property shall remain the property of Grantee.

Grantor hereby dedicates the Drainage Easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantors do hereby bind themselves, their successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Acknowledgements on next page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and effective on the latest date of acknowledgement below.

GRANTOR:

By: _____
JOHN DOANE

By: _____
THERESA DOANE

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 19th day of the month of February, 2020, by **JOHN DOANE**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

TERRI WOODMANCY
My Notary ID # 7042185
Expires March 27, 2021

Terri Woodmancy
Signature

Terri Woodmancy
Printed Name

Notary Public, State of Tx

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 19th day of the month of February, 2020, by **THERESA DOANE**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

TERRI WOODMANCY
My Notary ID # 7042185
Expires March 27, 2021

Terri Woodmancy
Signature

Terri Woodmancy
Printed Name

Notary Public, State of Tx

County: Williamson
Parcel: John Doane and Theresa Doane
Project: Forest North Drainage

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.004 ACRE (185 SQUARE FOOT), TRACT OF LAND SITUATED IN THE ELISHA ALLEN SURVEY, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 124, OF FOREST NORTH ESTATES PHASE TWO, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 278-281 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN TEXAS GENERAL WARRANTY DEED TO JOHN DOANE AND THERESA DOANE, HUSBAND AND WIFE, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014072187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.004 ACRE (185 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southwesterly corner of an existing 5' wide Drainage Easement per said Forest North Estates Phase Two subdivision, in the curving easterly right-of-way line of Norchester Court (50' right-of-way width), same being in the westerly boundary line of said Lot 124, for the northwesterly corner of the herein described tract;

1) **THENCE**, with the southerly line of said 5' easement, through the interior of said Lot 124, **N 77°54'20" E**, for a distance of **36.70** feet to a calculated point in the westerly boundary line of said Lot 124, same being the easterly boundary line of Lot 137 of said subdivision, for the northeasterly corner of the herein described tract;

2) **THENCE**, with the common boundary line of said Lot 124 and Lot 137, **S 12°05'40" E**, for a distance of **5.00** feet to the calculated southeasterly corner of the herein described tract;

3) **THENCE**, departing said Lot 137, through the interior of said Lot 124, **S 77°54'20" W**, for a distance of **37.46** feet to a calculated point in said easterly right-of-way line of Norchester Court, same being the westerly boundary line of said Lot 124, for the southwesterly corner of the herein described tract;

4) **THENCE**, with said easterly right-of-way line, same being the westerly boundary line of said Lot 124, along a curve to the left having a delta angle of **05°47'52"**, a radius of **50.00** feet, an arc length of **5.06** feet and a chord which bears **N 03°27'17" W** for a distance of **5.06** feet the **POINT OF BEGINNING**, containing 0.004 acres, (185 square feet) of land, more or less.

NOTE: This parcel is accompanied by a 10 foot wide Temporary Construction Easement (T.C.E.) coincident with, parallel and southerly of the above described course 3 as shown on the accompanying sketch.

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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the properly 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.

Lawrence M. Russo 06/20/2018
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

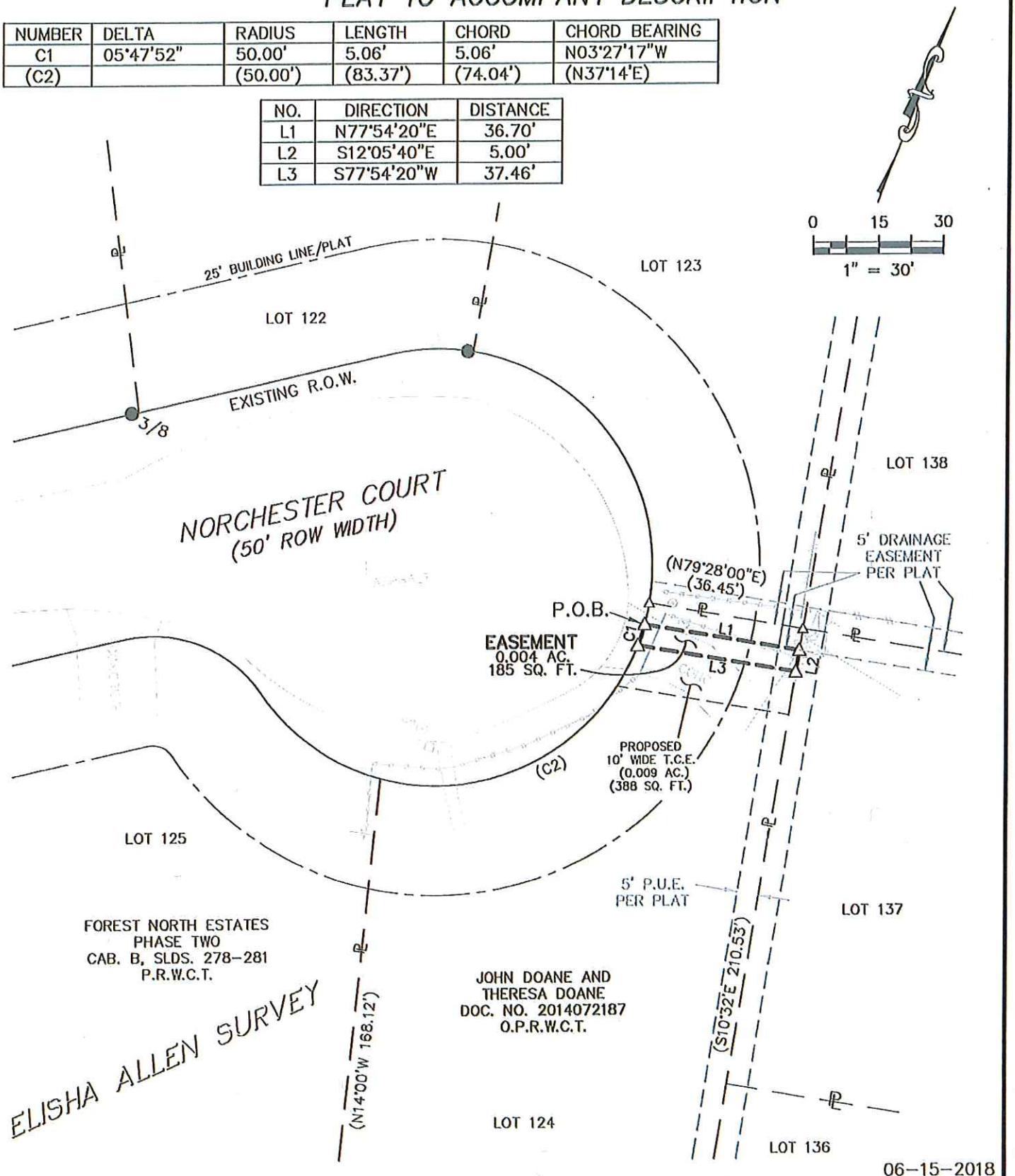
STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°47'52"	50.00'	5.06'	5.06'	N03°27'17"W
(C2)		(50.00')	(83.37')	(74.04')	(N37°14'E)

NO.	DIRECTION	DISTANCE
L1	N77°54'20"E	36.70'
L2	S12°05'40"E	5.00'
L3	S77°54'20"W	37.46'



06-15-2018

INLAND GEODETICS
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

JOHN DOANE AND THERESA DOANE EASEMENT

0.004 ACRES
185 SQUARE FEET

S:_KFRIESE PROJECTS\FOREST NORTH DRAINAGE\PARCELS\06-15-18\LOT 124\KFRIESE-LOT 124-ESMT.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED
Δ	CALCULATED POINT
℄	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION
	WATER VALVE
	WATER METER
	POWER POLE
—OE—	OVERHEAD UTILITY
—o—o—	IRON FENCE
—\\—\\—	WOODEN FENCE

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 06/20/2018

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
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

JOHN DOANE AND THERESA DOANE
EASEMENT
0.004 ACRES
185 SQUARE FEET

S:_KFRIESE PROJECTS\FOREST NORTH DRAINAGE\PARCELS\06-15-18\LOT 124\KFRIESE-LOT 124-ESMT.dwg

Commissioners Court - Regular Session **45.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the final plat for the Blue Bird Estates subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Blue Bird Estates subdivision – Precinct 4.

Background

This subdivision consists of 5 lots and no new public roads.

Timeline

2019-12-20 – initial submittal of the final plat
2019-01-15 – 1st review complete with comments
2020-01-22 – 2nd submittal of final plat
2020-02-04 – 2nd review complete with comments
2020-02-05 – 3rd submittal of final plat with all signatures
2020-02-05 – 3rd review complete with comments clear
2020-02-20 – final plat placed on February 25, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

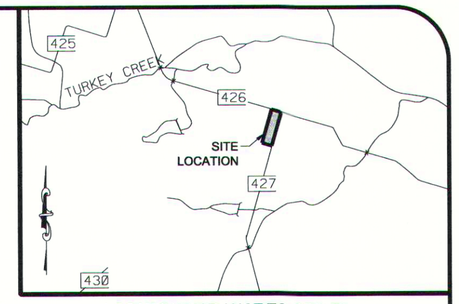
final plat - Blue Bird Estates

Form Review

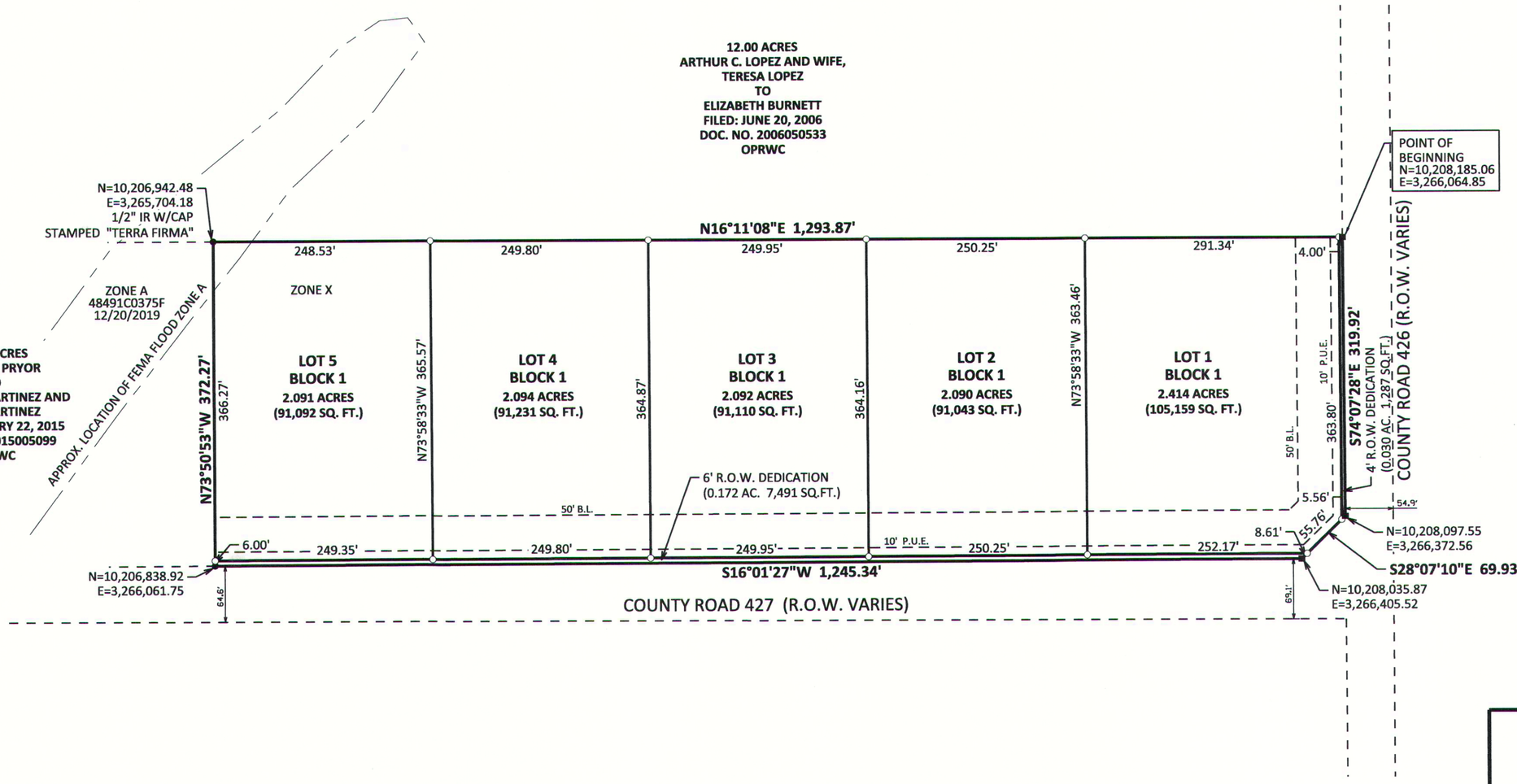
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:53 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:23 AM
Final Approval Date: 02/20/2020		

BLUE BIRD ESTATES

A FINAL PLAT OF 10.983 ACRES OUT OF THE FRANCIS BRADLEY SURVEY, ABSTRACT NO. 78 (DOCUMENT NO. 201902152, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS) WILLIAMSON COUNTY, TEXAS



LOCATION MAP (NOT TO SCALE)



100 0 50 100 200

SCALE: 1"=100'

GRADES NOT TO EXCEED 15%

DRIVEWAY CULVERTS	
LOT 1	DIP TYPE
LOT 2	DIP TYPE
LOT 3	DIP TYPE
LOT 4	DIP TYPE
LOT 5	DIP TYPE

LEGEND

- ● 1/2 INCH IRON ROD FOUND (FND.)
- ■ 5/8 INCH IRON ROD FOUND (FND.)
- ○ 5/8 INCH IRON ROD SET
- BENCHMARK
- OVERHEAD ELECTRIC
- SUBDIVISION BOUNDARY

DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

OWNER: HJD REHAB, LLC
DAVID DOWNS - OWNER
979 COUNTY ROAD 101
HUTTO, TEXAS 78634

ACREAGE: 10.983 ACRES (478,414 SQ. FT.)

NUMBER OF LOTS: 5

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREET: NONE

SURVEY: FRANCIS BRADLEY SURVEY, A-78

SUBMITTAL DATE: DECEMBER 20, 2019

RESUBMITTAL DATE:

SURVEYOR: COREY JOSEPH HALL, RPLS
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 fax

ENGINEER: LEON E. HOCH, PE
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 FAX

BLUE BIRD ESTATES

A FINAL PLAT OF 10.983 ACRES OUT OF THE FRANCIS BRADLEY SURVEY, ABSTRACT NO. 78 (DOCUMENT NO. 201902152, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS) WILLIAMSON COUNTY, TEXAS

FIELDNOTES:

BEING A 10.983 ACRE (478,414 SQUARE FOOT) TRACT OF LAND OUT OF THE FRANCIS BRADLEY SURVEY, ABSTRACT NO. 78, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME 11.00 ACRE TRACT CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM ALLEN J. DARR AND CATHERINE H. DARR TO HJD REHAB, LLC, FILED MAY 16, 2019 AS RECORDED IN DOCUMENT NO. 2019042152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), SAID 10.985 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a 5/8 inch diameter iron rod found for the northwest corner of the herein described tract, said iron rod being the northeast corner of a 12.00 acre tract as conveyed in a Warranty Deed with Vendor's Lien from Arthur C. Lopez and wife, Teresa Lopez to Elizabeth Burnett, filed June 20, 2006, as recorded in Document No. 2006050533 of the Official Public Records of Williamson County, Texas, said iron rod also being in the South right-of-way line of County Road 426 (R.O.W. varies);

THENCE, South 74°07'28" East, with the South right-of-way line of County Road 426, a distance of 319.92 feet to a 5/8 inch diameter iron rod found for the northeast corner of the herein described tract;

THENCE, South 28°07'10" East, with the South line of County Road 426, a distance of 69.93 feet to a 5/8 inch diameter iron rod found for an angle point of the herein described tract, said iron rod being in the intersection of the South right-of-way line of County Road 426 and the West right-of-way line of County Road 427;

THENCE, South 16°01'27" West, with the West right-of-way line of County Road 427, a distance of 1,245.34 feet to a 1/2 inch diameter iron rod found for the southeast corner of the herein described tract, said iron rod being the northeast corner of a 17.00 acre tract as conveyed in a General Warranty Deed with Vendor's Lien from Linda M. Pryor to Juan Jose Martinez and Martinez, filed January 22, 2015, as recorded in Document No. 2015005099 of the Official Public Records of Williamson County, Texas;

THENCE, North 73°50'53" West, with the common line of the 17.00 Martinez tract, a distance of 372.27 feet to a 1/2 inch diameter iron rod found with cap stamped "Terra Firma" for the southwest corner of the herein described tract, said iron rod being the northwest corner of the 17.00 acre Martinez tract and in the East line of the 12.00 acre Burnett tract;

THENCE, North 16°11'08" East, with the common line of the 12.00 acre Burnett tract, a distance of 1,293.87 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 10.983 acres (478,414 square feet) of land, more or less.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUE. USE A SCALE FACTOR OF 0.999883547461 TO CONVERT TO GRID.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SOUTHWEST MILAM WATER SUPPLY CORP.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. RURAL MAILBOXES SHALL BE SET THREE (3) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
8. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
12. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. ALL LOT CORNERS ARE 5/8 INCH DIAMETER IRON RODS WITH YELLOW PLASTIC CAP STAMPED "CIVILCORP" SET, UNLESS OTHERWISE NOTED.
14. NO LOT SHALL HAVE MORE THAN 20% IMPERVIOUS COVERAGE.
15. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOT 5. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
16. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
17. LOT 5 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0375F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
18. A FLOODPLAIN DEVELPMENT PERMIT MAY BE REQUIRED FOR BLOCK 1 LOT 5, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

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

I, HJD Rehab, LLC, sole owner of the certain 10.983 acre tract of land shown hereon and described in Document No. 201902152 of the Official Public Records of Williamson County, Texas, do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as BLUE BIRD ESTATES.

TO CERTIFY WHICH, WITNESS by my hand this 5th day of FEB, 2020.

David Downs (owner)
979 County Road 101
Hutto, Texas 78634

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared David Downs known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 5th day of February, 20___.

Notary Public in and for the State of Texas

Notary Public printed or typed name

My commission expires on: 5-26-2020

MAGDA ROGERS
SEAL Notary Public, State of Texas
Comm. Expires 05-26-2020
Notary ID 13067850-5

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

I, Rodney Morales, Trustee, Lien Holder of the certain 10.983 acre tract of land shown hereon and described in Document No. 201902152 of the Official Public Records of Williamson County, Texas, do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as BLUE BIRD ESTATES.

TO CERTIFY WHICH, WITNESS by my hand this 5th day of FEB, 2020.

Rodney Morales, Trusee (Lien Holder)
R Bank, A Texas State Bank
3600 E Palm Valley Blvd.
Round Rock, Texas 78665

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Rodney Morales known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 5th day of February 2020.

Notary Public in and for the State of Texas

Notary Public printed or typed name

My commission expires on: 5-26-2020

MAGDA ROGERS
SEAL Notary Public, State of Texas
Comm. Expires 05-26-2020
Notary ID 13067850-5

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

One lot in this subdivision is encroached by a special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0375F, effective date December 20, 2019, for Williamson County, Texas, and indicates that part of the subject tract lies within Zone "A".

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E. Hoch Date
Licensed Professional Engineer No. 82670

STATE OF TEXAS
LEON E. HOCH
82670
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S CERTIFICATION:
That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall Date
Registered Professional Land Surveyor 6362

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

J. Terron Evertson, PE, DR, CFM Date
County Engineer

Road Name and 911 Addressing Approval:
Road name and address assignments verified this the 5th day of Feb, 2020 A.D.

Teresa Baker
Williamson County Addressing Coordinator

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr., County Judge Date
Williamson County, Texas

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, ___.M., and duly recorded this the day of _____ 20___ A.D., at _____o'clock,__.M., in the Official Public Records of said County in Instrument No. _____
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

Commissioners Court - Regular Session **46.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 18 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 18 subdivision – Precinct 3.

Background

This is next section of the Santa Rita Ranch Phase 1 development. It consists of 60 single family lots, 1 open space/easement lot, 1 open space easement/drainage easement/public utility easement lot, 1 landscape easement/open space easement/drainage easement/public utility easement lot, and 5,282 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $2,120,065.00 has been posted with the County to cover the cost of the remaining construction.

Timeline
2019-06-12 – initial submittal of final plat
2019-07-11 – 1st review complete with comments
2019-12-19 – 2nd submittal of final plat
2020-01-02 – 2nd review complete with comments
2020-01-02 – 3rd submittal of final plat
2020-01-15 – 3rd review complete with comments cleared
2020-02-11 – receipt of final plat with all signatures and a financial security received for the amount of the remaining construction
2020-02-20 – final plat placed on the February 25, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

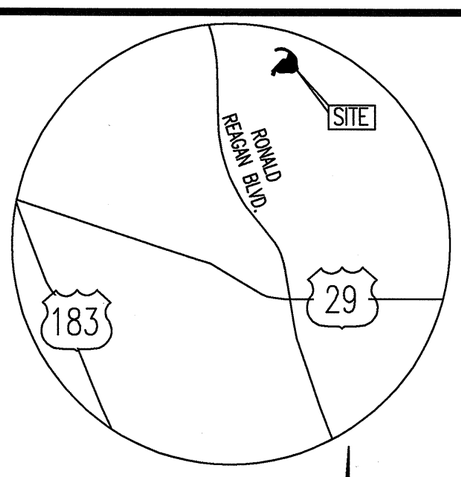
Attachments

final plat - Santa Rita Ranch Ph1 Sec 18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:55 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:27 AM
Final Approval Date: 02/20/2020		

SANTA RITA RANCH, PHASE 1
SECTION 18
FINAL PLAT



SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

GEORGETOWN I.S.D.
(14.41 ACRES)
DOC. NO. 2016108942

SANTA RITA KC
(77.269 ACRES)
2019073788

SANTA RITA KC, LLC
(104.94 ACRES)
DOC. NO. 2010078403

G.W. GLASSCOCK SURVEY, ABSTRACT NO. 266
B. MANLOVE SURVEY, ABSTRACT NO. 417

MUD BOUNDARY 19A
MUD BOUNDARY 19C

MATCH LINE SHEET 2

RANGEL DRIVE (50' R.O.W.)

AVENDITA LANE (50' R.O.W.)

TIERRA ROSA BOULEVARD (64' R.O.W.)

NIGHT BLOOM PATH (50' R.O.W.)

CORONELLA DRIVE (50' R.O.W.)

UNIVERSITY LANDS DRIVE (50' R.O.W.)

GLEN ARBOR DRIVE (50' R.O.W.)

CORONELLA DRIVE (50' R.O.W.))

SANTA RITA KC, LLC.
(90.13 AC)
(A-1)
DOC NO 2008093412

PURPOSED FUTURE SANTA RITA RANCH PHASE 1, SECTION 19

SANTA RITA KC, LLC.
(104.94 AC)
DOC NO 2010078403

SANTA RITA INVESTMENTS, LTD
(78.96 AC)
DOC NO 2010078328

SANTA RITA RANCH PHASE 1, SECTION 20C
DOC. NO.2019061361

SANTA RITA KC
(77.269 ACRES)
2019073788

APPROXIMATE SURVEY LINE

LEGEND

●	CAPPED 1/2" IRON ROD SET
○	CAPPED 1/2" IRON ROD FOUND
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
S.L.E.	SIGHT LINE EASEMENT
P.O.B.	POINT OF BEGINNING
— · —	APPROXIMATE ABSTRACT SURVEY LINE
— — —	ADJOINING PROPERTY LINES
	SIGHT LINE EASEMENT AREA

DATE: JANUARY 2, 2020

OWNER:

SANTA RITA KC, LLC., AND
SANTA RITA INVESTMENTS, LTD.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:

SANTA RITA KC, LLC., AND
SANTA RITA INVESTMENTS, LTD.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

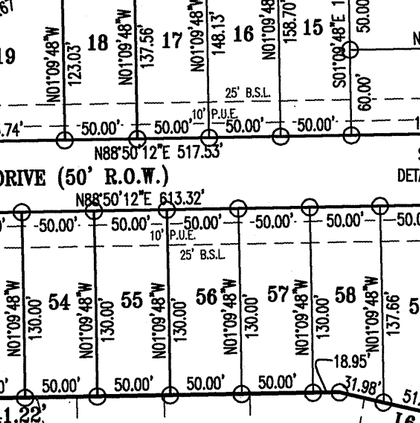
TOTAL ACREAGE: 21.159 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417 &
GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

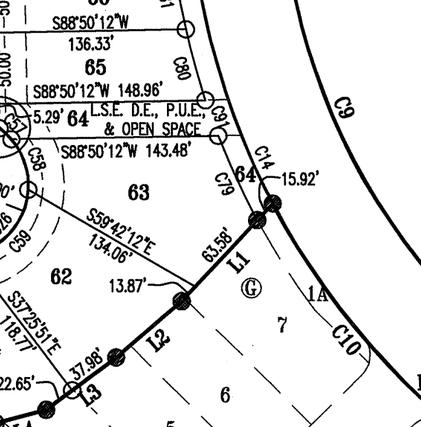
TOTAL OF LOTS:	63
NO. OF SINGLE FAMILY LOTS:	60
NO. OF OPEN SPACE & D.E. LOTS:	1
NO. OF OPEN SPACE, D.E., & P.U.E. LOTS:	1
NO. OPEN SPACE, D.E., P.U.E. & L.S.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
AVENDITA LANE	1,051'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CORONELLA DRIVE	1286'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
NIGHT BLOOM PATH	47'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RANGEL DRIVE	40'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BLVD.	2,858'	64' R.O.W.	44' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	5,282'					



DETAIL "A"
1"=30'



DETAIL "B"
1"=30'

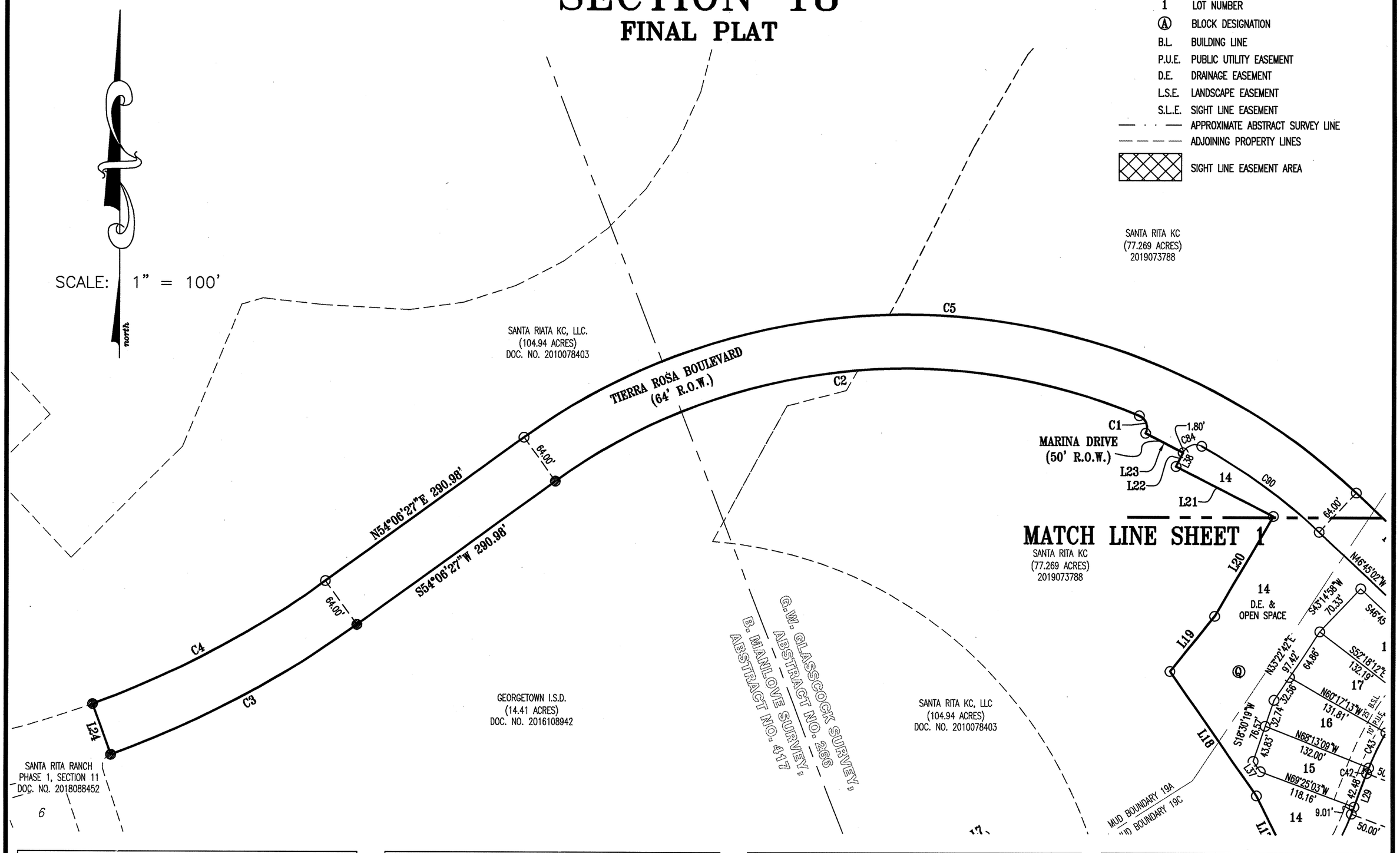
SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5053\SURVEY\PLAT - SANTA RITA RANCH PHASE 1, SECTION 18.dwg

SANTA RITA RANCH, PHASE 1
SECTION 18
FINAL PLAT

SCALE: 1" = 100'



LEGEND

●	CAPPED 1/2" IRON ROD SET
○	CAPPED 1/2" IRON ROD FOUND
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
S.L.E.	SIGHT LINE EASEMENT
— · · —	APPROXIMATE ABSTRACT SURVEY LINE
— — — —	ADJOINING PROPERTY LINES
▨	SIGHT LINE EASEMENT AREA

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	24.76	15.00	N19°55'01"W	22.04	16.25	94°35'03"
C2	727.25	710.05	S83°26'57"W	695.87	399.14	58°41'00"
C3	331.92	1194.49	S62°04'04"W	330.85	167.03	15°55'15"
C4	314.13	1130.49	N62°04'04"E	313.12	158.08	15°55'15"
C5	1069.19	774.05	S86°19'18"E	986.19	639.69	79°08'31"
C6	23.56	15.00	N88°14'39"E	21.21	15.00	89°59'24"
C7	22.83	15.00	S00°20'48"E	20.69	14.28	87°11'31"
C8	379.73	487.00	S21°36'17"E	370.19	200.11	44°40'33"
C9	403.38	446.00	S25°10'38"E	389.77	216.67	51°49'16"
C10	209.47	510.00	N39°19'16"W	208.00	106.23	23°32'00"
C11	23.56	15.00	S01°45'03"E	21.21	15.00	90°00'00"
C12	24.47	15.00	S89°58'38"W	21.84	15.93	93°27'21"
C13	325.05	423.00	N21°16'51"W	317.11	171.02	44°01'42"
C14	461.27	510.00	N25°10'38"W	445.71	247.76	51°49'16"
C15	132.53	335.00	S31°54'57"W	131.67	67.14	22°40'01"
C16	112.75	285.00	S31°54'57"W	112.02	57.12	22°40'01"
C17	66.10	325.00	N26°24'34"E	65.99	33.17	11°39'13"
C18	208.23	275.00	N42°16'30"E	203.30	109.40	43°23'07"
C19	21.79	15.00	S09°23'08"E	19.93	13.33	83°14'37"
C20	182.69	210.00	N26°05'08"W	176.98	97.58	49°50'38"
C21	139.19	160.00	N26°05'08"W	134.84	74.34	49°50'38"
C22	51.22	325.00	S50°15'48"W	51.16	25.66	9°01'44"
C23	45.62	325.00	S58°47'56"W	45.58	22.85	8°02'31"
C24	6.51	325.00	S63°23'37"W	6.51	3.26	1°08'52"
C25	13.62	15.00	S27°10'24"E	13.16	7.32	52°01'13"
C26	169.33	50.00	N43°50'12"E	99.25	406.04	194°02'25"
C27	13.62	15.00	N65°09'12"W	13.16	7.32	52°01'12"
C28	23.56	15.00	N43°50'13"E	21.21	15.00	90°00'03"
C29	68.41	205.00	S81°36'14"E	68.09	34.52	19°07'07"
C30	19.57	25.00	S85°32'07"W	19.07	10.31	44°50'24"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C31	299.85	60.00	S26°16'53"W	71.94	44.94	286°19'56"
C32	29.68	25.00	S44°33'28"E	27.96	16.87	68°00'38"
C33	34.09	155.00	S84°51'48"E	34.02	17.11	12°36'01"
C34	23.56	15.00	N43°50'12"E	21.21	15.00	90°00'05"
C35	23.87	15.00	S45°34'54"E	21.43	15.31	91°09'48"
C36	255.77	225.00	S31°24'08"W	242.22	143.70	65°07'52"
C37	198.93	175.00	S31°24'08"W	188.39	111.77	65°07'52"
C38	103.34	325.00	N54°51'30"E	102.91	52.11	18°13'08"
C39	21.79	15.00	S87°22'15"W	19.93	13.33	83°14'39"
C40	23.56	15.00	N18°58'04"E	21.21	15.00	90°00'00"
C41	23.56	15.00	S71°01'56"E	21.21	15.00	90°00'00"
C42	7.01	335.00	N21°10'54"E	7.01	3.50	1°11'54"
C43	46.54	335.00	N25°45'39"E	46.50	23.31	7°57'35"
C44	46.52	335.00	N33°43'07"E	46.48	23.30	7°57'22"
C45	32.47	335.00	N40°28'23"E	32.45	16.25	5°33'09"
C46	25.24	325.00	S22°48'27"W	25.24	12.63	4°27'00"
C47	40.86	325.00	S28°38'04"W	40.83	20.46	7°12'13"
C48	1.03	285.00	S43°08'44"W	1.03	0.52	0°12'28"
C49	88.26	285.00	S34°10'13"W	87.90	44.48	17°44'34"
C50	23.46	285.00	S22°56'27"W	23.45	11.74	4°43'00"
C51	50.26	210.00	S44°09'05"E	50.14	25.25	13°42'43"
C52	43.37	210.00	S31°22'47"E	43.29	21.76	11°49'54"
C53	44.44	210.00	S19°24'03"E	44.36	22.31	12°07'34"
C54	44.62	210.00	S07°15'03"E	44.54	22.39	12°10'27"
C55	13.00	160.00	N03°29'27"W	12.99	6.50	4°39'16"
C56	126.19	160.00	N28°24'46"W	122.95	66.58	45°11'22"
C57	11.29	50.00	S46°42'49"E	11.27	5.67	12°56'24"
C58	38.25	50.00	S18°19'40"E	37.32	20.12	43°49'53"
C59	66.86	50.00	S41°53'36"W	61.99	39.50	76°36'39"
C60	52.93	50.00	N69°28'20"W	50.50	29.25	60°39'29"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C61	23.81	205.00	N87°50'11"W	23.80	11.92	6°39'15"
C62	44.60	205.00	N78°16'37"W	44.51	22.39	12°27'52"
C64	38.63	60.00	S81°33'35"W	37.97	20.01	36°53'18"
C65	58.88	60.00	N51°52'52"W	56.55	32.06	56°13'48"
C66	120.64	60.00	N33°50'14"E	101.32	94.56	115°12'25"
C67	81.69	60.00	S49°33'21"E	75.52	48.59	78°00'25"
C68	14.30	25.00	S26°56'05"E	14.10	7.35	32°45'53"
C69	15.38	25.00	S60°56'25"E	15.14	7.94	35°14'45"
C70	77.89	225.00	N08°45'12"E	77.50	39.34	19°50'01"
C71	45.96	225.00	N24°31'19"E	45.88	23.06	11°42'11"
C72	44.98	225.00	N36°06'03"E	44.91	22.57	11°27'17"
C73	44.94	225.00	N47°32'58"E	44.86	22.54	11°26'34"
C74	42.01	225.00	N58°37'09"E	41.95	21.06	10°41'49"
C75	18.74	175.00	S60°53'59"W	18.73	9.38	6°08'09"
C76	159.66	175.00	S31°41'40"W	154.18	85.87	52°16'30"
C77	20.53	175.00	S02°11'48"W	20.51	10.27	6°43'13"
C78	173.11	525.00	S08°42'47"E	172.33	87.35	18°53'33"
C79	65.13	525.00	N24°35'22"W	65.09	32.61	7°06'29"
C80	51.59	525.00	N15°20'38"W	51.57	25.82	5°37'50"
C81	50.59	525.00	N09°46'06"W	50.57	25.31	5°31'16"
C82	50.09	525.00	N04°16'27"W	50.07	25.07	5°28'01"
C83	20.84	525.00	N00°24'14"W	20.84	10.42	2°16'27"
C84	24.09	15.00	S73°23'05"W	21.58	15.54	92°00'44"
C85	5.21	15.00	N49°06'08"W	5.19	2.63	19°55'05"
C86	8.40	15.00	N75°06'44"W	8.29	4.32	32°06'08"
C90	171.74	710.05	N53°40'47"W	171.32	86.29	13°51'30"
C91	251.80	510.00	S13°24'38"E	249.25	128.52	28°17'16"

Line Table		
Line #	Length	Direction
L1	93.36	S42°37'05"W
L2	60.20	S48°57'21"W
L3	60.63	S52°34'09"W
L4	36.54	S74°56'46"W
L5	100.99	S82°24'06"W
L6	98.87	N77°18'25"W
L7	10.16	N55°21'13"E
L8	93.74	S34°09'40"E
L9	38.10	S33°19'27"E
L10	80.00	S26°01'56"E
L11	120.00	N63°58'04"E
L12	13.72	S26°01'56"E
L13	50.00	N63°58'04"E
L14	29.12	N26°01'56"W
L15	105.01	N63°07'41"E
L16	21.37	N18°32'53"E
L17	82.56	N26°01'56"W
L18	178.93	N34°35'38"W
L19	83.78	N38°30'33"E
L20	136.89	N29°55'54"E
L21	128.25	N62°37'17"W
L22	18.26	N27°22'43"E
L23	50.00	N62°37'17"W

Line Table		
Line #	Length	Direction
L24	64.00	N19°58'18"W
L25	50.00	S46°45'02"E
L26	0.60	S43°14'58"W
L27	64.00	S38°54'44"W
L28	25.13	S43°14'58"W
L29	51.50	S20°34'57"W
L30	51.50	S20°34'57"W
L31	24.39	S43°14'58"W
L32	45.46	S51°00'27"E
L33	45.46	S51°00'27"E
L34	27.02	N88°50'12"E
L35	35.76	S01°09'48"E
L36	35.46	S01°10'06"E
L37	14.79	S34°35'38"E
L38	20.06	N27°22'43"E
L39	72.38	S04°25'09"E
L40	19.13	S26°00'59"W
L45	7.37	S63°58'04"W

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C87)	8.09	15.00	N31°17'54"W	7.99	4.15	30°54'18"
(C88)	18.50	15.00	S78°37'09"E	17.35	10.63	70°38'55"
(C89)	289.80	423.00	S23°40'06"E	284.16	150.85	39°15'12"

Easement Line Table		
Line #	Length	Direction
(L41)	78.73	S45°12'03"E
(L43)	71.00	N46°45'02"W
(L44)	294.47	N26°25'57"W

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SANTA RITA RANCH, PHASE 1
SECTION 18
FINAL PLAT

FIELD NOTES

BEING ALL OF THAT CERTAIN 21.159 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 226, BOTH SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 90.13 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2008093412, A PORTION OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2010078403, AND A PORTION OF A CALLED 77.269 ACRE TRACT CONVEYED TO SANTA RITA KC., LLC. IN DOCUMENT NUMBER 2019073788, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 21.159 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE EAST CORNER OF LOT 1A, BLOCK D, SANTA RITA RANCH, PHASE 1, SECTION 20C, DOCUMENT NUMBER 2019081361, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE SOUTHERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH A NORTHEAST AND NORTHWEST LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) ALONG SAID CURVE TO THE RIGHT, WITH HAVING A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 209.47 FEET, AND A CHORD THAT BEARS N39°19'16"W, A DISTANCE OF 208.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTH CORNER OF LOT 1A, BLOCK G, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, BEING AT NORTH CORNER OF LOT 1A, BLOCK G, OF SAID SANTA RITA RANCH, SECTION 1, PHASE 20C, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
2) S42°37'05"W, A DISTANCE OF 93.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF LOT 6, BLOCK G, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C,
3) S48°57'21"W, A DISTANCE OF 60.20 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF LOT 5, BLOCK G, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C,
4) S52°34'09"W, A DISTANCE OF 60.63 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF LOT 4, BLOCK G, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C, AND
5) S74°56'46"W, A DISTANCE OF 36.54 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF LOT 3, BLOCK G, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20C,

THENCE, OVER AND ACROSS SAID 78.96 ACRE TRACT, SAID 104.94 ACRE TRACT, AND SAID 90.13 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) S82°24'06"W, A DISTANCE OF 100.99 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 91, BEING THE NORTHEAST CORNER OF LOT 90, BLOCK P, OF SAID SANTA RITA RANCH, PHASE1, SECTION 19,
2) N77°18'25"W, A DISTANCE OF 98.87 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF LOT 89, BLOCK P, OF SAID SANTA RITA RANCH, PHASE1, SECTION 19,
3) S88°50'12"W, A DISTANCE OF 541.22 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 81,BLOCK P, AND THE NORTHEAST CORNER OF LOT 80, BLOCK P, OF SAID SANTA RITA RANCH, PHASE1, SECTION 19,
4) N72°54'09"W, A DISTANCE OF 184.05 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 78, AND THE NORTHEAST CORNER OF LOT 77, BLOCK P, OF SAID SANTA RITA RANCH, PHASE1, SECTION 19, AND
5) N46°53'05"W, A DISTANCE OF 182.87 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHERNMOST CORNER OF SAID LOT 77, BEING IN THE SOUTHEAST LINE OF A CALLED 14.41 ACRE TRACT OF LAND CONVEYED TO GEORGETOWN, I.S.D. IN DOCUMENT NUMBER 2016108942, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N43°08'11"E WITH THE SOUTHEAST LINE OF SAID 14.41 ACRE TRACT OF LAND, A DISTANCE OF 682.03 FEET TO A 1/2 INCH IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID 14.41 ACRE TRACT,

THENCE, OVER AND ACROSS SAID 104.94 ACRE TRACT AND SAID 138.71 ACRE TRACT, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES, NUMBERED 1 THROUGH 19,

1) N55°21'13"E, A DISTANCE OF 10.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
2) S34°09'40"E, A DISTANCE OF 93.74 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
3) S33°19'27"E, A DISTANCE OF 38.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
4) S26°01'56"E, A DISTANCE OF 80.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
5) N63°58'04"E, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
6) S26°01'56"E, A DISTANCE OF 13.72 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
7) N63°58'04"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
8) N26°01'56"W, A DISTANCE OF 29.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
9) N63°07'41"E, A DISTANCE OF 105.01 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
10) N18°32'53"E, A DISTANCE OF 21.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
11) N26°01'56"W, A DISTANCE OF 82.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
12) N34°35'38"W, A DISTANCE OF 178.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
13) N38°30'33"E, A DISTANCE OF 83.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
14) N29°55'54"E, A DISTANCE OF 136.89 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
15) N62°37'17"W, A DISTANCE OF 128.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
16) N27°22'43"E, A DISTANCE OF 18.26 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER,
17) N62°37'17"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
18) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.76 FEET, AND A CHORD THAT BEARS N19°55'01"W, A DISTANCE OF 22.04 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SESTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
19) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 710.05 FEET, AN ARC LENGTH OF 727.25 FEET, AND A CHORD THAT BEARS S83°26'57"W, A DISTANCE OF 695.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF SAID 14.41 ACRE TRACT OF LAND,

THENCE, WITH THE NORTHWEST LINE OF SAID 14.41 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S54°06'27"W, A DISTANCE OF 290.98 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1194.49 FEET, AN ARC LENGTH OF 331.92 FEET, AND A CHORD THAT BEARS S62°04'04"W, A DISTANCE OF 330.85 FEET TO A 1/2 INCH IRON ROD FOUND FOR A WEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT A NORTHWEST CORNER OF SAID 14.41 ACRE TRACT OF LAND, SAME BEING AT THE SOUTH TERMINUS OF TIERRA ROSA BOULEVARD, AND BEING IN THE EAST LINE OF SANTA RITA RANCH, PHASE 1, SECTION 11, RECORDED IN DOCUMENT NUMBER 2018088452, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,

THENCE, N19°58'18"W, WITH THE EAST LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 11 AND THE TERMINUS LINE OF SAID TIERRA ROSA BOULEVARD, A DISTANCE OF 64.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, CONTINUING OVER AND ACROSS SAID 104.94 ACRE TRACT, SAID 138.71 ACRE TRACT, AND SAID 78.96 ACRE TRACT OF LAND, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1130.49 FEET, AN ARC LENGTH OF 314.13 FEET, AND A CHORD THAT BEARS N62°04'04"E, A DISTANCE OF 313.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER,
2) N54°06'27"E, A DISTANCE OF 290.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 774.05 FEET, AN ARC LENGTH OF 1069.19 FEET, AND A CHORD THAT BEARS S86°19'18"E, A DISTANCE OF 986.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER,
4) S46°45'03"E, A DISTANCE OF 196.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT,
5) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N88°14'39"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER,
6) S46°45'02"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER,
7) S43°14'58"W, A DISTANCE OF 0.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.83 FEET, AND A CHORD THAT BEARS S00°20'48"E, A DISTANCE OF 20.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
9) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 487.00 FEET, AN ARC LENGTH OF 379.73 FEET, AND A CHORD THAT BEARS S21°36'17"E, A DISTANCE OF 370.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER,
10) S00°44'00"W, A DISTANCE OF 158.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT,
11) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 446.00 FEET, AN ARC LENGTH OF 403.38 FEET, AND A CHORD THAT BEARS S25°10'38"E, A DISTANCE OF 389.77 FEET TO A CAPPED 1/2 INCH IRON ROD SET, STAMPED "CBD SETSTONE" FOR CORNER, AND
12) S38°54'44"W, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.159 ACRES OF LAND.

SANTA RITA PLAT NOTES:

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., PROJECT NO. 5052, DATED AUGUST 20, 2019.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SANTA RITA RANCH, PHASE 1
SECTION 18
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. BEING OWNER OF THAT CERTAIN CALLED 90.13 ACRES TRACT OF LAND, CONVEYED IN DOCUMENT NUMBER 2008093412, A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403, AND A PORTION OF A CALLED 77.269 ACRE TRACT CONVEYED IN DOCUMENT NUMBER 2019073788, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH, PHASE 1, SECTION 18"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 21st DAY OF JANUARY, 2020.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF JANUARY, 2020 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF January, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2020

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2020
Notary ID 126285198

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 1-15-2020
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
STEVEN P. CATES
93648

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 15 JAN 2020
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ Jan 16, 2020
SALLY McFERON DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 16 DAY OF Jan, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

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

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

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5053\SURVEY\PLAT - SANTA RITA RANCH PHASE 1, SECTION 18.dwg

Commissioners Court - Regular Session **47.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Corley Estates subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Corley Estates subdivision – Precinct 2.

Background

This proposed subdivision consists of 2 lots and no new public roads.

Timeline

2020-01-03 – initial submittal of the preliminary plat
2019-01-31 – 1st review complete with comments
2020-02-11 – 2nd submittal of preliminary plat
2020-02-19 – 2nd review complete with comments clear
2020-02-20 – preliminary plat placed on February 25, 2020 Commissioners Court agenda for consideration

---

Fiscal Impact

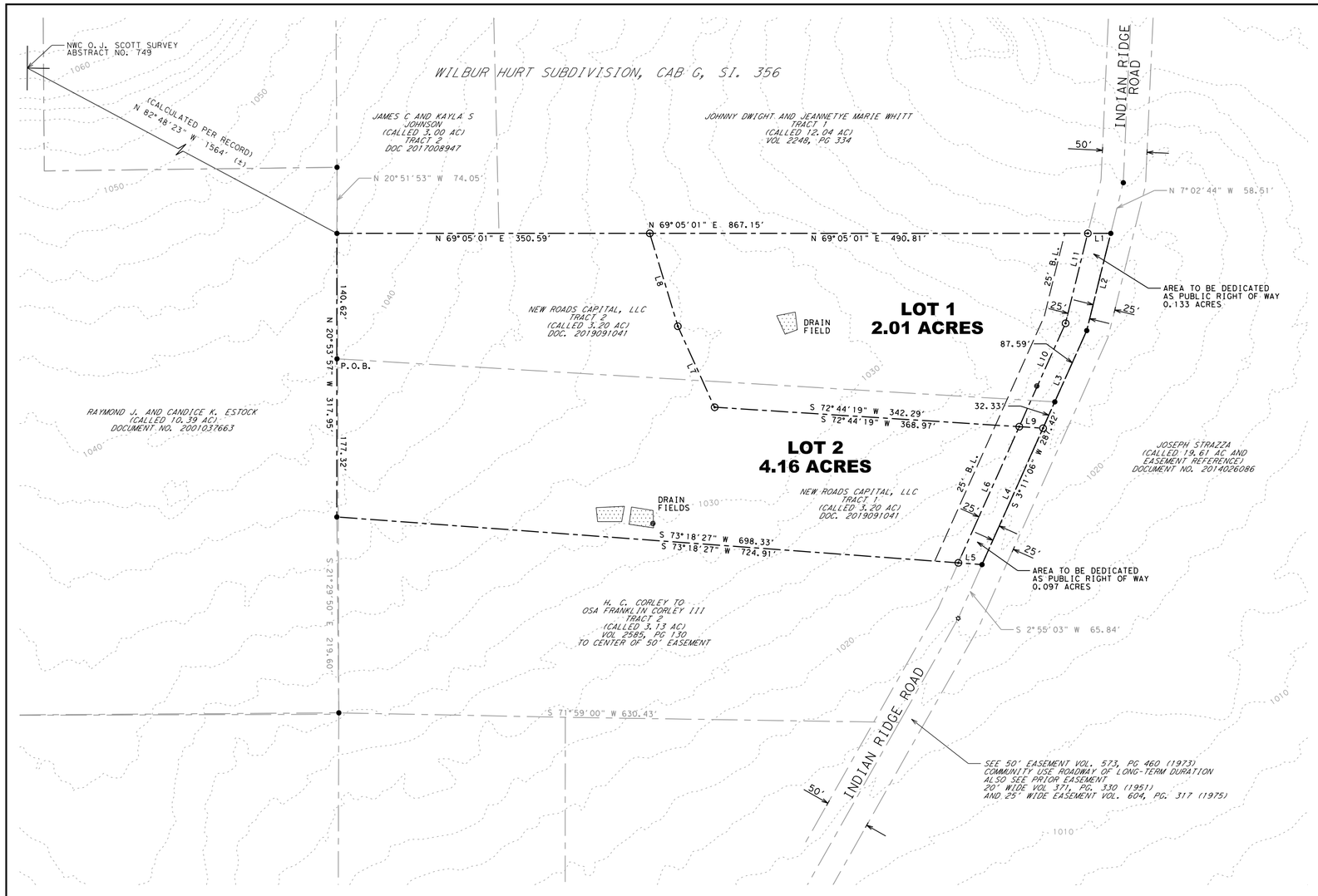
From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Corley Estates

Form Review

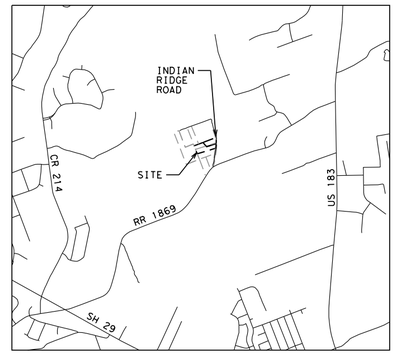
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:56 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:30 AM
Final Approval Date: 02/20/2020		



0 50 100

SCALE: 1"=100'

NOTE: THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLAN COORDINATE SYSTEM (NAD83) TEXAS CENTRAL ZONE (4203) GEOID: 12A DATUM: NAV88, CONVERGENCE: 1°15'23.66"



VICINITY MAP
1" = 4000'

LEGEND

- ⊙ 1/2" IRON PIN FOUND (STEEL PIN)
- ● CAPPED IRON PIN SET MARKED "FOREST #"
- ○ COTTON GIN SPINDLE FOUND
- PROPERTY BOUNDARY
- BUILDING LINE
- B.L. BUILDING LINE
- P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 69°05'01" E	25.75'
L2	S 07°01'45" E	112.25'
L3	S 03°11'06" W	119.92'
L4	S 03°11'06" W	167.50'
L5	S 73°18'27" W	26.58'
L6	N 03°11'06" E	167.22'
L7	N 45°09'38" W	99.61'
L8	N 37°46'00" W	108.76'
L9	N 72°44'19" E	26.68'
L10	N 03°11'06" E	127.01'
L11	N 07°01'45" W	103.84'

NOTES

1. THE PROPOSED PLAT IS DIVIDING THE 6.40 ACRE LOT INTO 2.01 ACRE AND 4.16 ACRE LOTS AND DEDICATING 0.23 ACRES AS PUBLIC RIGHT OF WAY AS SHOWN. ALL ITEMS SHOWN ON THE MAP ARE EXISTING. NO DEVELOPMENT IS PROPOSED AS PART OF THE PLATTING PROCESS.
2. THE SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
3. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.
4. OSSF PERMITS #1998-4554 AND #11799 ARE INCLUDED WITH THIS APPLICATION. BOTH PERMITS ARE CURRENTLY IN EFFECT AND ARE CONSIDERED SATISFACTORY TO SERVE THE EXISTING HABITABLE STRUCTURES BASED ON THEIR APPROVAL.
5. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
6. WATER SERVICE FOR THIS SUBDIVISION IS CURRENTLY AND WILL CONTINUE TO BE PROVIDED BY GEORGETOWN UTILITY SERVICE.
7. SEWER SERVICE FOR THIS SUBDIVISION IS CURRENTLY AND WILL CONTINUE TO BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
8. NEITHER PARCEL IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0250E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
9. WELLS SHALL NOT PROVIDE POTABLE WATER TO THESE LOTS.
10. NO DRAINAGE WAYS OR WATER CROSSINGS EXIST ON EITHER PROPOSED LOT. NO DRAINAGE EASEMENTS EXIST ON EITHER PROPOSED LOT.
11. CONTOURS SHOWN ARE IN 2-FT INTERVALS.
12. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUME THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
13. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
14. ALL PUBLIC DEDICATION SHALL BE ACCOMPLISHED FREE OF LIENS. RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONER'S COURT.
15. 0.097 ACRES & 0.133 ACRES WILL BE DEDICATED AS PUBLIC RIGHT OF WAY.
16. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
17. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
18. THE PROPOSED SUBDIVISION IS EXEMPT FROM STORMWATER DETENTION IN ACCORDANCE WITH SECTION B.11.1.3 OF THE 2019 WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
19. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

    IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

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

PRELIMINARY PLAT OF CORELY ESTATES

STANDARD SURVEY NOTE:
THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACTED TITLE. A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO IDENTIFY ADDITIONAL RECORD EASEMENTS WHICH MAY BE APPLICABLE, RESTRICTIVE COVENANTS AND OTHER MATTERS HAVE NOT BEEN RESEARCHED AS PART OF THIS SURVEY. SEE APPLICABLE RESTRICTIVE COVENANTS AND LOCAL CODES FOR APPLICABLE DEVELOPMENT LIMITATIONS. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE. THIS SURVEY HAS NOT PROVIDED FOR SUBDIVISION APPROVAL OF ANY LOCAL JURISDICTION.

LEGAL DESCRIPTION:
6.04 ACRES OUT OF THE O.J. SCOTT SURVEY, ABSTRACT NO. 749, WILLIAMSON COUNTY, TX

FIELD NOTE DESCRIPTION:
PLAT OF CORLEY ESTATES
O.J. SCOTT SURVEY, A-749, WILLIAMSON COUNTY, TX

BEING 6.40 acres of land, situated in the O.J. Scott Survey, Abstract No. 749, in Williamson County, Texas; the same property that was conveyed by Bonnie Sue Corley to New Roads Capital, LLC (Tract 1 called 3.20 ac. and Tract 2 called 3.20 ac.) as described in the deed that is filed in Doc. 2019091041, of the Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in November of 2019 under the direction of William F. Forest, Jr., Registered Professional Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" capped iron pin (steel pin) that was found at the Northwest fence corner of said Tract 2 that was called 3.20 ac., and at the Northwest corner of the 15.184 ac. tract that was conveyed to O.F. Corley Jr. as described in Vol. 573, Pg. 460 (Contract of Sale and Purchase from the Texas Veterans Land Board). This corner exists in the East boundary of the property that was conveyed to Raymond J. and Candice K. Estock (called 10.39 ac. Doc. 2001037663), and at the Southwest corner of Tract 2 (called 3 acres) of the Wilbur Hurt Subdivision (Cabinet G, Slide 356). From this corner an iron pin that was found stands N 20°51'53" W 74.05 feet and the Northwest corner of the said O.J. Scott Survey stands N 82°48'23" W 1564 feet, more or less, according to record information.

THENCE along or near the general line of an existing fence, with the North boundary of the property of New Road Capital LLC and the South boundary of the said Wilbur Hurt Subdivision; N 69°05'01" E at 350.59 feet passing a 1/2 inch capped iron pin set in the fence line, marked " FOREST RPLS 1847"; continuing along a line that is partially fenced, in all 867.15 feet to a 1/2 inch capped iron pin found in the existing gravel roadway, at the Northeast corner of said Tract 2, for the Northeast corner of this subdivision. From this corner an iron pin found stands N 07°02'44" W 58.51 feet.

THENCE with the center of an existing easement roadway (gravel community use roadway of long-term duration that is known as Indian Ridge Road), finding 1/2 inch iron pins as follows; (L2) S 07°01'45" E 112.25 feet; S 03°11'06" W 287.42 feet to a 1/2 inch iron pin that was found at the Southeast corner of said Tract 1 of New Capital, LLC, for the Southeast corner of this subdivision. This corner exists at the Northeast corner of the property that is described in a deed to Osa Franklin Corley III (Tract 2 called 3.13 ac. Vol. 2585, Pg. 130, Deed Records.

THENCE with the North line of Osa Corley and the South boundary of the property of New Road Capital LLC, S 73°18'27" W 724.91 feet to a 1/2 inch capped iron pin that was found at the Southwest fence corner of said Tract 1 of New Road Capital, in the East line of the said Raymond Estock property called 10.39 acres.

THENCE along or near the general line of the existing fence, with the East boundary of Estock and the West boundary of New Road Capital; N 20°53' 57" W, at 177.32 feet passing an iron pin that was found at the common West corner of the two tracts of New Road Capital, continuing in all 317.95 feet to the POINT OF BEGINNING.

OWNER:
NEW ROADS CAPITAL, LLC
978 INDIAN RIDGE
LIBERTY HILL, TX 78642
SEAN@NEWROADSCAPITAL.COM
512.578.6332

SURVEYOR'S CERTIFICATE:

I, WILLIAM F. FOREST, JR. AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

_____ DATE
WILLIAM F. FOREST, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847
FOREST SURVEYING & MAPPING COMPANY
FIRM NO. 1000200
1002 ASH ST.
GEORGETOWN, TX 78626
512.930.5927

PROFESSIONAL ENGINEER'S CERTIFICATE:

I, CHAD M. CORMACK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLATE COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100-YEAR FLOODPLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0245F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

_____ DATE
CHAD M. CORMACK
REGISTERED PROFESSIONAL ENGINEERING NO. 114227
EDGE ENGINEERING, PLLC
FIRM NO. 20690
4404 E HOVE LOOP
AUSTIN, TX 78749
512-350-1387

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

_____
J. TERRON EVERSTONE, PE, DR, CFM — DATE
COUNTY ENGINEER

PRELIMINARY PLAT OF CORELY ESTATES

SUBMITTAL DATE: JANUARY 3, 2020

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or permit purposes.

EDGE ENGINEERING
TBPE Firm Number 20690
4404 E Hove Loop
Austin, TX 78749
P - 512.580.8464
www.civil-edge.com

P:\01299\5_978_IndianRidge\DGN\SHT\978_Indian_Ridge_Plat.dgn
2/11/2020 10:12:13 AM

Commissioners Court - Regular Session **48.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the MWalker subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the MWalker subdivision – Precinct 3.

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline
2019-12-12 – initial submittal of preliminary plat
2020-01-07 – 1st review complete with comments
2020-01-21 – 2nd submittal of preliminary plat
2020-01-31 – 2nd review complete with comments
2020-01-31 – 3rd submittal of preliminary plat
2020-02-11 – 3rd review complete with comments cleared
2020-02-20 – preliminary plat placed on the February 25, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

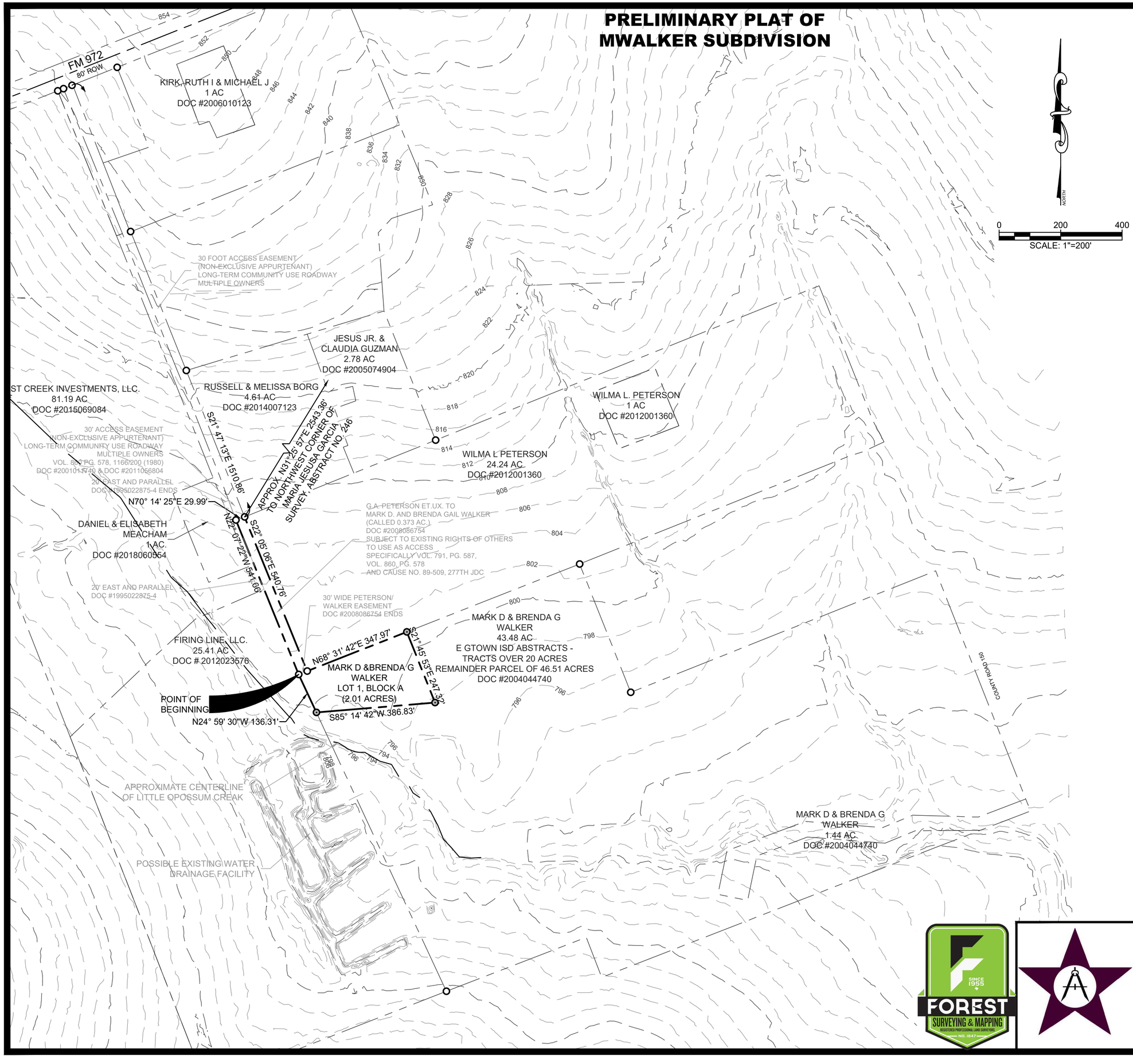
Attachments

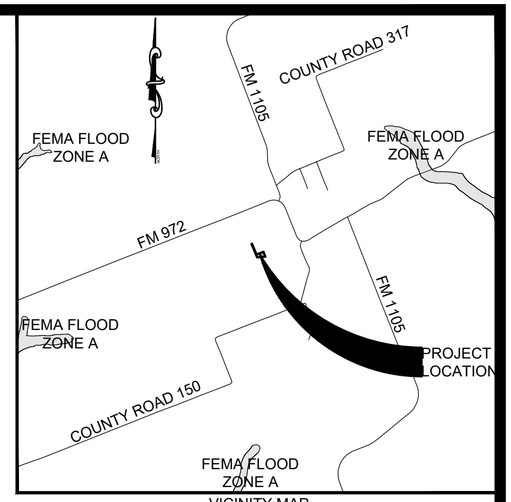
preliminary plat - MWalker Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:55 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:37 AM
Final Approval Date: 02/20/2020		

PRELIMINARY PLAT OF MWALKER SUBDIVISION





VICINITY MAP
SCALE: 1"=5,000'

LEGEND

- IRON ROD SET, CAPPED "1847"
- IRON ROD FOUND

NOTES:

1. THIS SHEET INCLUDES THE PARENT TRACT AS REQUIRED BY WCSR4.3.

2. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS bASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

3. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

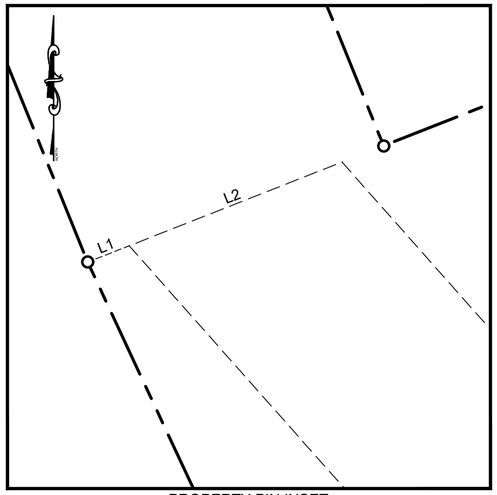
SHEET
01 OF 02

FOREST SURVEYING & MAPPING
SINCE 1955
REGISTERED PROFESSIONAL LAND SURVEYORS
NO. 10417

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Date: Feb 19, 2020, 3:12pm User ID: jsomera
File: T:\Active Projects\2019\61 Georgetown General Civil\8119MWALK.001 – Walker 2 Acre\dwg\Sheets\Prelim Plat\8119MWALK.001-PLAT.dwg

PRELIMINARY PLAT OF MWALKER SUBDIVISION



PROPERTY PIN INSET
SCALE: 1"=10'

LEGEND

- IRON ROD SET, CAPPED "1847"
- IRON ROD FOUND

EASEMENT LINE TABLE		
LINE #	DISTANCE	BEARING
L1	4.15'	N68° 31' 42"E
L2	21.30'	N68° 31' 42"E
L3	23.88'	S41° 35' 03"E
L4	297.54'	S71° 46' 48"E
L5	51.26'	S85° 15' 22"W
L6	255.74'	N71° 46' 48"W
L7	36.60'	N41° 35' 03"W
L8	121.35'	N85° 13' 34"E

OWNER: MARK WALKER
4651 CR 150
GEORGETOWN, TX 78626
PHONE (512)818-7236
EMAIL MARK2303@GMAIL.COM

SURVEYOR: WILLIAM F FOREST JR., RPLS
FOREST SURVEYING
1002 ASH ST
GEORGETOWN, TX 78626
PHONE (512)930-5927
EMAIL BETHANN@FORESTSURVEYING.COM

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

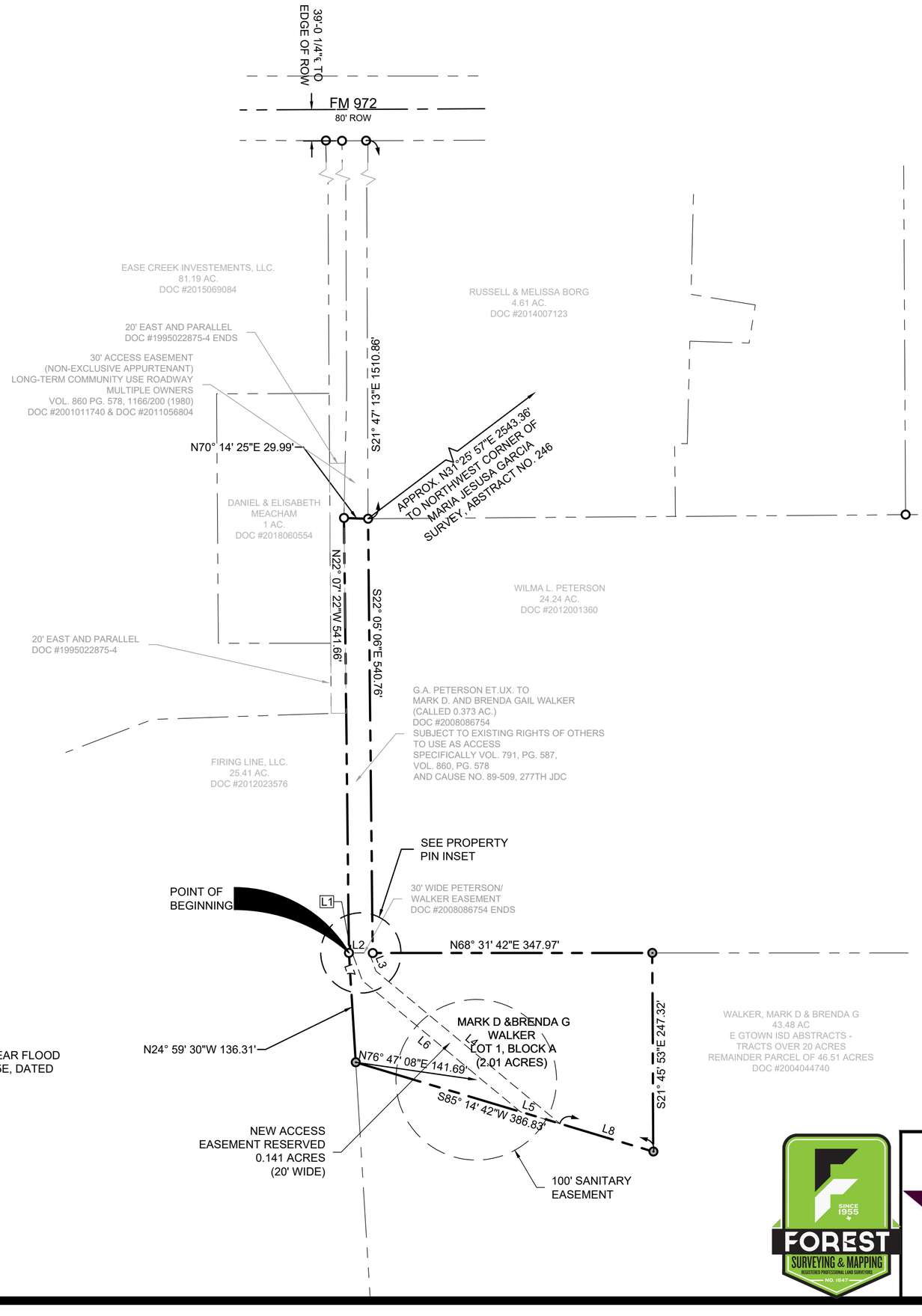
SUBMITTAL DATE: 12/06/19

REVISION DATE: 01/21/19

ORIGINAL SURVEY: MARIA JESUSA GARCIA
ABSTRACT NO. 246

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48453C0325E, DATED SEPTEMBER 26, 2008

NEW STREETS: NO NEW STREETS ARE PLANNED



0 100 200
SCALE: 1"=100'

NOTES:

1. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

SHEET 02 OF 02

FOREST SURVEYING & MAPPING — SINCE 1955 — REGISTERED PROFESSIONAL LAND SURVEYING — NO. 1847

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Date: Feb 19, 2020, 3:12pm User ID: jsomera
File: T:\Active Projects\2019\81 Georgetown General Civil\8119MWALK.001 – Walker 2 Acre\dwg\Sheets\Prelim Plat\8119MWALK.001-PLAT.dwg

Commissioners Court - Regular Session **49.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the final plat for Siena Section 14 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for Siena Section 14 subdivision – Precinct 4.

Background

This is the next section of the Siena development. This subdivision consists of 193 single family lots, 1 PUE & access easement lot, 1 drainage easement & PUE lot and 6,286 linear feet of new public roads.

Timeline

2018-08-20 – initial submittal of final plat
2018-10-19 – 1st review complete with comments
2018-11-01 – 2nd submittal of final plat
2019-01-03 – 2nd review complete with comments
2019-01-22 – 3rd submittal of final plat
2019-02-06 – 3rd review complete with comments
2019-04-22 – 4th submittal of final plat
2019-05-23 – 4th review complete with comments clear except for completing construction
2020-02-10 – receipt of final plat with all signatures
2020-02-11 – construction complete
2020-02-20 – final plat placed on February 25, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Siena Sec 14

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:55 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:43 AM

Final Approval Date: 02/20/2020

FINAL PLAT OF

SIENA SECTION 14

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

PROPERTY OWNER:

SEDC DEVCO, INC.
JOHN S. LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

TOTAL AREA OF PLAT: 40.645 ACRES

SURVEY: HENRY MILLARD SURVEY, ABSTRACT NO. 452

193 SINGLE FAMILY LOTS
1 PUE & ACCESS EASEMENT LOT
1 DE & PUE LOT

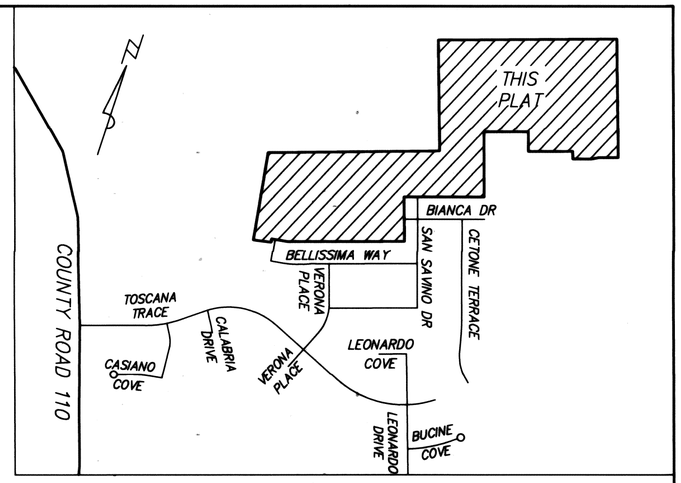
TYPICAL PAD SIZES:

50' LOT	33
53' LOT	149
63' LOT	11
TOTAL	193

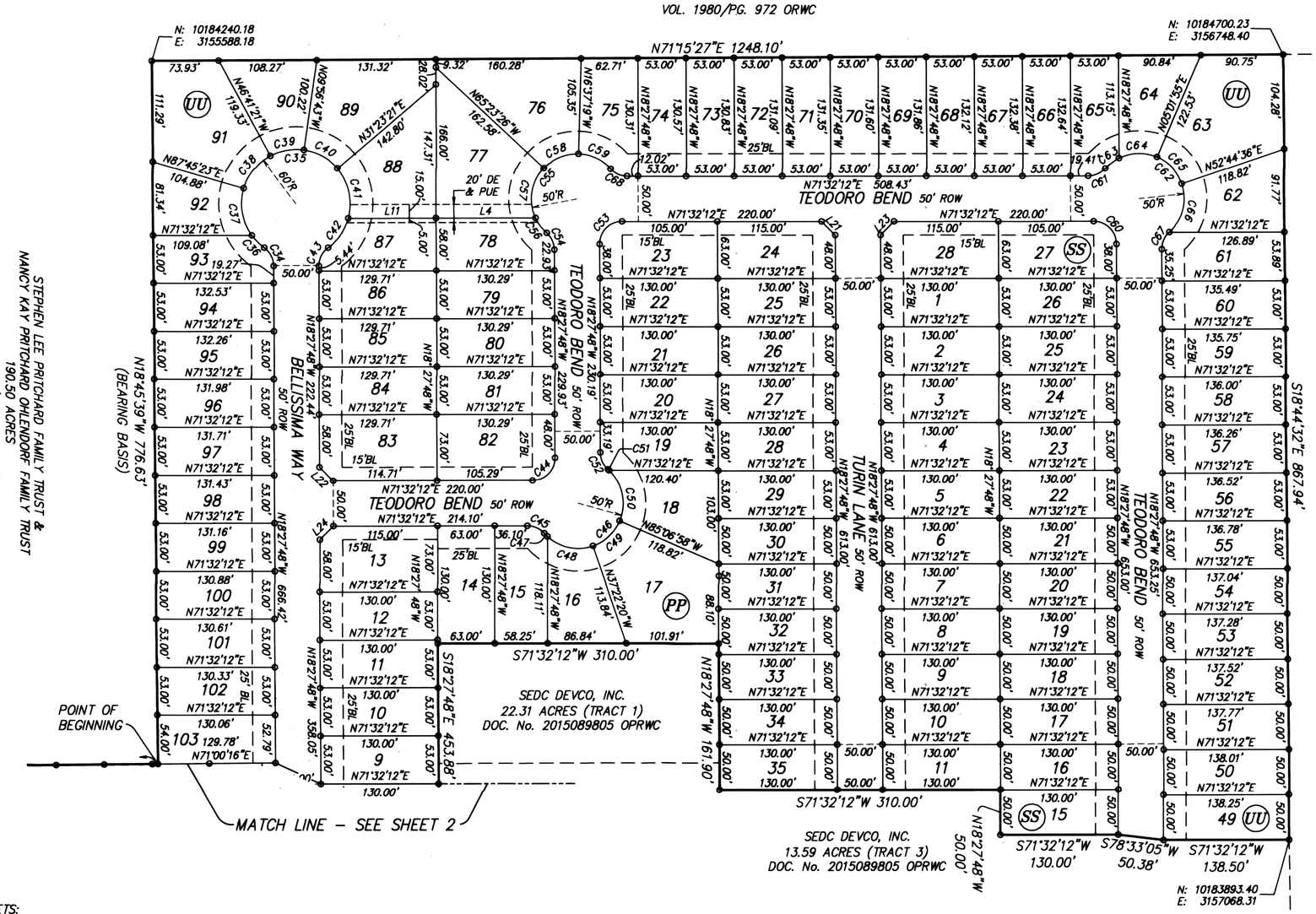
LEGEND:

- ○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- ● = FOUND 1/2" IRON ROD
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- OS = OPEN SPACE
- (E) = BLOCK NAME
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ROW = RIGHT OF WAY

ALL BEARINGS ARE BASED ON THE WEST LINE OF THAT 22.31 ACRE TRACT (TRACT 1), CALLED AS N18°45'39"W ON THE DEED RECORDED IN DOCUMENT NO. 2015089805 OPRWC.



LOCATION MAP
SCALE: 1" = 750'



EASEMENTS:

A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

NOTES:

1. THE PROPERTY OWNERS OR THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
3. NO PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
4. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. SANITARY SEWER SERVICE WILL BE PROVIDED BY SIENA MUD #2 AND WILL REQUIRE THE DEVELOPER TO REQUEST A SERVICE EXTENSION FROM THE PROPERTY BOUNDARY TO THE MCNUTT INTERCEPTOR.
5. CITY OF ROUND ROCK WILL PROVIDE THE TRUNK LINE (McNUTT INTERCEPTOR).
6. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
7. MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
8. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
11. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE SIENA MUD NO. 2. WATER AND WASTEWATER SERVICES TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.

NEW STREETS:

NAME	LENGTH	ROW WIDTH	DESIGN SPEED
BELLISSIMA WAY	2468'	50'	30 MPH
BIANCA DRIVE	876'	50'	30 MPH
SAN SAVINO DRIVE	155'	50'	30 MPH
SORRISO LANE	162'	50'	30 MPH
TEODORO BEND	1972'	50'	30 MPH
TURIN LANE	653'	50'	30 MPH
TOTAL	6286'		

SURVEY: HENRY MILLARD SURVEY, ABSTRACT NO. 452
DATE: SEPTEMBER 6, 2018 SCALE: 1" = 100'

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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F-10015400

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FINAL PLAT OF

SIENA SECTION 14

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

LEGEND:

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EASEMENTS:

A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY
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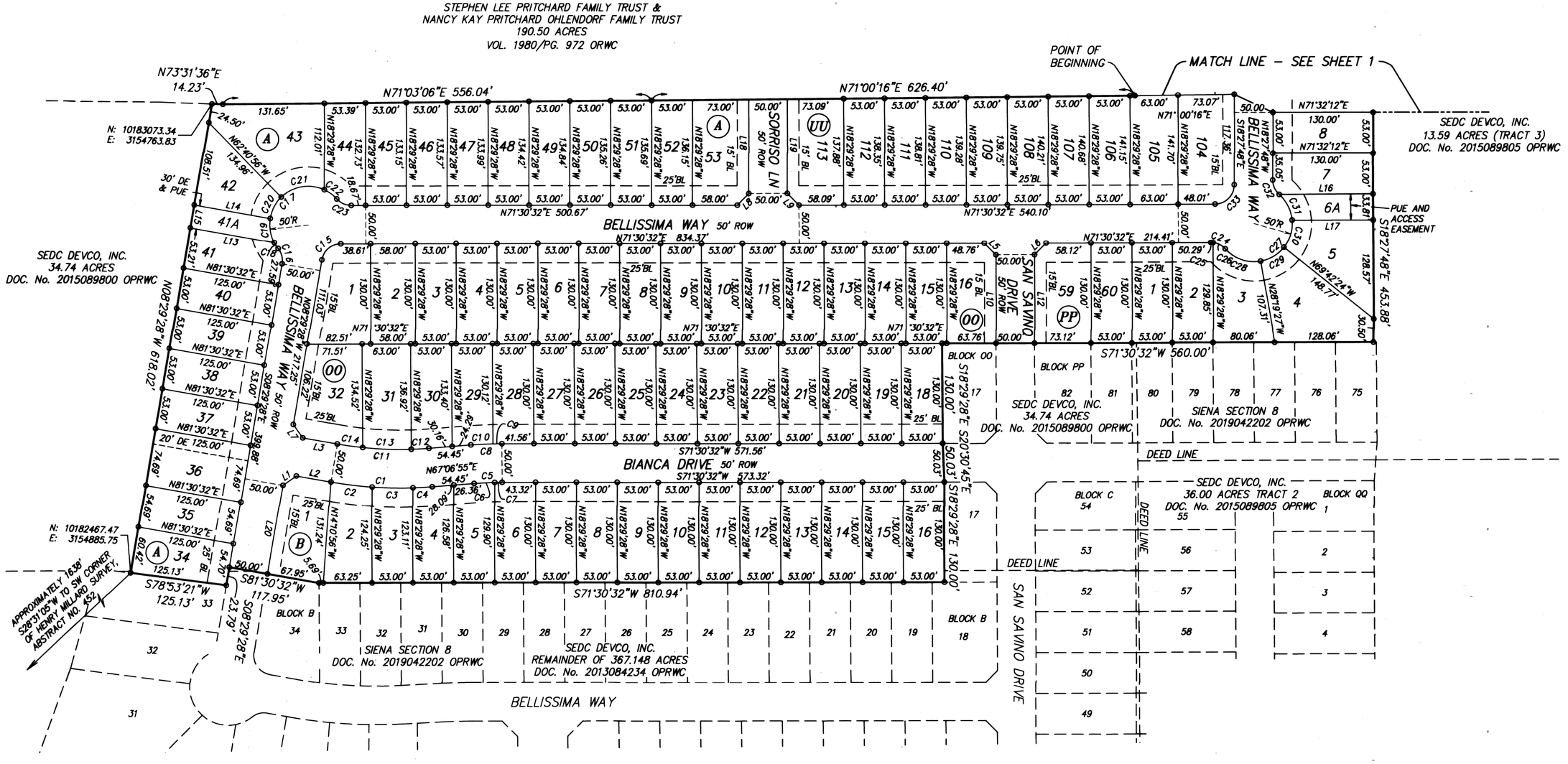

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DATE: SEPTEMBER 6, 2018 SCALE: 1" = 100'

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FINAL PLAT OF

SIENA SECTION 14

WILLIAMSON COUNTY, TEXAS

THAT PART OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THE REMAINDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), BEING A PART OF THAT 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2015089800 OPRWC, AND A PART OF THAT CERTAIN 22.31 ACRE TRACT (TRACT 1) AND THAT 13.59 ACRE TRACT (TRACT 3) OF LAND CONVEYED TO SEDC DEVCO, INC. BY DEED RECORDED IN DOCUMENT NO. 2015089805 OPRWC, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 13.59 ACRE TRACT, BEING THE SOUTHWEST CORNER OF SAID 22.31 ACRE TRACT, BEING ALSO THE NORTHEAST CORNER OF SAID 34.74 ACRE TRACT, BEING ALSO AN ANGLE POINT OF THAT 190.50 ACRE TRACT OF LAND CONVEYED TO STEPHEN LEE PRITCHARD FAMILY TRUST & NANCY KAY PRITCHARD OHLENDORF FAMILY TRUST BY DEED RECORDED IN VOLUME 1980, PAGE 972 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC);

THENCE N18°45'39"W (BEARING BASIS) ALONG A SOUTHERLY LINE OF SAID 190.50 ACRE TRACT, BEING ALSO THE WEST LINE OF SAID 22.31 ACRE TRACT A DISTANCE OF 776.63 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF SAID 22.31 ACRE TRACT;

THENCE N71°15'27"E ALONG A SOUTHERLY LINE OF SAID 190.50 ACRE TRACT AND THE NORTH LINE OF SAID 22.31 ACRE TRACT, A DISTANCE OF 1,248.10 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 22.31 ACRE TRACT, BEING AN ANGLE POINT OF THAT 71 1/2 ACRE TRACT (TRACT ONE) OF LAND CONVEYED TO ELEANOR OLSON, ANDREW H. OLSON AND DOROTHEA JACOB BY DEED RECORDED IN VOLUME 595, PAGE 131 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC);

THENCE S18°44'32"E ALONG THE WESTERLY LINE OF SAID 71 1/2 ACRE TRACT, ALONG THE EAST LINE OF SAID 22.31 ACRE TRACT, ALONG THE EAST LINE OF SAID 13.59 ACRE TRACT, PASSING AT A DISTANCE OF 780.87 FEET THE SOUTHEAST CORNER OF SAID 22.31 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 867.94 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 13.59 ACRE TRACT, ACROSS SAID 22.31 ACRE TRACT THE FOLLOWING EIGHT COURSES:

1. S71°32'12"W A DISTANCE OF 138.50 FEET TO A 1/2" IRON ROD SET;
2. S78°33'05"W A DISTANCE OF 50.38 FEET TO A 1/2" IRON ROD SET;
3. S71°32'12"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
4. N18°27'48"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
5. S71°32'12"W A DISTANCE OF 310.00 FEET TO A 1/2" IRON ROD SET;
6. N18°27'48"W A DISTANCE OF 161.90 FEET TO A 1/2" IRON ROD SET;
7. S71°32'12"W A DISTANCE OF 310.00 FEET TO A 1/2" IRON ROD SET;
8. S18°27'48"E A DISTANCE OF 453.88 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 13.59 ACRE TRACT, ACROSS SAID 34.74 ACRE TRACT, ACROSS SAID 367.148 ACRE TRACT THE FOLLOWING NINE COURSES:

1. S71°30'32"W A DISTANCE OF 560.00 FEET TO A 1/2" IRON ROD SET;
2. S18°29'28"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
3. S20°30'45"E A DISTANCE OF 50.03 FEET TO A 1/2" IRON ROD SET;
4. S18°29'28"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
5. S71°30'32"W A DISTANCE OF 810.94 FEET TO A 1/2" IRON ROD SET;
6. S81°30'32"W A DISTANCE OF 117.95 FEET TO A 1/2" IRON ROD SET;
7. S08°29'28"E A DISTANCE OF 23.79 FEET TO A 1/2" IRON ROD SET;
8. S78°53'21"W A DISTANCE OF 125.13 FEET TO A 1/2" IRON ROD SET, FROM WHICH POINT THE SOUTHWEST CORNER OF THE HENRY MILLARD SURVEY, ABSTRACT NO. 452, BEARS APPROXIMATELY S28°31'05"W A DISTANCE OF 1638 FEET;
9. N08°29'28"W A DISTANCE OF 618.02 FEET TO A 1/2" IRON ROD SET ON A SOUTHERLY LINE OF SAID 190.50 ACRE TRACT;

THENCE ALONG A SOUTHERLY LINE OF SAID 190.50 ACRE TRACT THE FOLLOWING THREE COURSES:

1. N73°31'36"E A DISTANCE OF 14.23 FEET TO A 1/2" IRON ROD SET;
2. N71°03'06"E A DISTANCE OF 556.04 FEET TO A 1/2" IRON ROD SET;
3. N71°00'16"E A DISTANCE OF 626.40 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 40.645 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
ALL BEARINGS ARE BASED ON THE WEST LINE OF SAID 22.31 ACRE TRACT (TRACT 1), CALLED AS N18°45'39"W ON THE DEED RECORDED IN DOCUMENT NO. 2015089805 OPRWC.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	131.89	525.00	14°23'37"	N74°18'44"E	131.54
C2	53.82	525.00	5°52'26"	N78°34'19"E	53.80
C3	53.03	525.00	5°47'17"	N72°44'28"E	53.01
C4	25.03	525.00	2°43'54"	N68°28'52"E	25.03
C5	36.42	475.00	4°23'37"	N69°18'44"E	36.42
C6	26.75	475.00	3°13'35"	N68°43'43"E	26.75
C7	9.68	475.00	1°10'02"	N70°55'31"E	9.68
C8	40.26	525.00	4°23'37"	N69°18'44"E	40.25
C9	11.44	525.00	1°14'55"	N70°53'05"E	11.44
C10	28.82	525.00	3°08'42"	N68°41'16"E	28.81
C11	119.33	475.00	14°23'37"	N74°18'44"E	119.01
C12	22.96	475.00	2°46'11"	N68°30'01"E	22.96
C13	63.09	475.00	7°36'37"	N73°41'25"E	63.05
C14	33.27	475.00	4°00'49"	N79°30'08"E	33.27
C15	34.91	25.00	80°00'00"	N31°30'32"E	32.14
C16	21.03	25.00	48°11'23"	N32°35'09"W	20.41
C17	153.92	50.00	176°22'46"	N31°30'32"E	99.95
C18	9.26	50.00	10°36'25"	N51°22'38"W	9.24
C19	32.32	50.00	37°02'14"	N27°33'18"W	31.76
C20	31.73	50.00	36°21'15"	N09°08'27"E	31.20
C21	60.44	50.00	69°15'50"	N61°56'59"E	56.83
C22	20.17	50.00	23°07'01"	N71°51'35"W	20.04
C23	21.03	25.00	48°11'23"	N84°23'46"W	20.41
C24	21.03	25.00	48°11'23"	N84°23'46"W	20.41
C25	2.71	25.00	6°13'04"	N74°37'04"E	2.71
C26	18.31	25.00	41°58'19"	N81°17'14"W	17.91
C27	162.62	50.00	186°21'06"	N26°31'22"E	99.85
C28	50.63	50.00	58°01'22"	N89°18'46"W	48.50
C29	36.11	50.00	41°22'58"	N40°59'05"E	35.33
C30	37.96	50.00	43°30'15"	N01°27'32"W	37.06
C31	37.91	50.00	43°26'32"	N44°55'55"W	37.01
C32	21.03	25.00	48°11'23"	N42°33'29"W	20.41
C33	39.26	25.00	89°58'20"	N26°31'22"E	35.35
C34	23.55	25.00	53°58'05"	N45°26'50"W	22.69
C35	301.53	60.00	287°56'10"	N71°32'12"E	70.59
C36	19.14	60.00	18°16'31"	N63°17'37"W	19.06
C37	54.65	60.00	52°11'13"	N28°03'45"W	52.78
C38	47.34	60.00	45°12'28"	N20°38'05"E	46.12
C39	38.21	60.00	36°29'08"	N61°28'53"E	37.57
C40	43.15	60.00	41°12'16"	N79°40'24"W	42.23
C41	58.91	60.00	56°15'15"	N30°56'39"W	56.57
C42	40.13	60.00	38°19'18"	N16°20'38"E	39.39
C43	23.55	25.00	53°58'05"	N08°31'15"E	22.69
C44	39.27	25.00	90°00'00"	N26°32'12"E	35.36
C45	21.03	25.00	48°11'23"	N84°22'06"W	20.41
C46	162.65	50.00	186°22'46"	N26°32'12"E	99.85
C47	5.01	50.00	5°44'17"	N63°08'33"W	5.01
C48	53.55	50.00	61°21'38"	N83°18'29"E	51.02
C49	41.66	50.00	47°44'38"	N28°45'21"E	40.47
C50	60.70	50.00	69°33'28"	N29°53'42"W	57.04
C51	1.73	50.00	1°58'45"	N65°39'48"W	1.73
C52	21.03	25.00	48°11'23"	N42°33'29"W	20.41
C53	39.27	25.00	90°00'00"	N26°32'12"E	35.36
C54	21.03	25.00	48°11'23"	N42°33'29"W	20.41
C55	162.41	50.00	186°06'44"	N26°24'11"E	99.86
C56	20.56	50.00	23°33'44"	N54°52'19"W	20.42
C57	59.07	50.00	67°41'21"	N09°14'46"W	55.69
C58	42.56	50.00	48°46'13"	N48°59'01"E	41.29
C59	40.22	50.00	46°05'27"	N83°35'10"W	39.15
C60	39.27	25.00	90°00'00"	N63°27'48"W	35.36
C61	21.03	25.00	48°11'23"	N47°26'31"E	20.41
C62	162.65	50.00	186°22'46"	N63°27'48"W	99.85
C63	18.93	50.00	21°41'12"	N34°11'25"E	18.81
C64	43.35	50.00	49°40'48"	N69°52'25"E	42.01
C65	41.80	50.00	47°53'43"	N61°20'19"W	40.59
C66	58.57	50.00	67°07'03"	N03°49'56"W	55.28
C67	21.03	25.00	48°11'23"	N05°37'54"E	20.41
C68	20.91	25.00	47°55'21"	N84°30'07"W	20.31

LINE TABLE

LINE	BEARING	LENGTH
L1	N36°30'32"E	21.21'
L2	N81°30'32"E	45.53'
L3	N81°30'32"E	45.53'
L4	N71°32'12"E	109.84'
L5	N63°29'28"W	21.21'
L6	N26°30'32"E	21.21'
L7	N53°29'28"W	21.21'
L8	N26°30'32"E	21.21'
L9	N63°29'28"W	21.21'
L10	N18°29'28"W	115.00'
L11	N71°32'12"E	96.93'
L12	N18°29'28"W	115.00'
L13	N81°36'56"E	110.38'
L14	N81°36'56"E	100.00'
L15	N08°29'28"W	30.00'
L16	N71°12'50"E	121.67'
L17	N71°32'12"E	105.17'
L18	N18°29'28"W	121.80'
L19	N18°29'28"W	122.24'
L20	N08°29'28"W	116.58'
L21	N63°27'48"W	21.21'
L22	N63°27'48"W	21.21'
L23	N26°32'12"E	21.21'
L24	N26°32'12"E	21.21'

SURVEY: HENRY MILLARD SURVEY, ABSTRACT NO. 452

DATE: SEPTEMBER 6, 2018 SCALE: 1" = 100'

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FINAL PLAT OF

SIENA SECTION 14

WILLIAMSON COUNTY, TEXAS

ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

1/21/2020

J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

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

John D Kipp 01/21/2020

JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOHN DAVID KIPP
5844
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE OWNER OF THAT CERTAIN 22.31 ACRE TRACT (TRACT 1) AND THAT CERTAIN 13.59 ACRE TRACT (TRACT 3) OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015089805 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE OWNER OF THAT CERTAIN 34.74 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACTS OF LAND, DO HEREBY SUBDIVIDE 40.645 ACRES OUT OF SAID TRACTS AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 14".

THIS 21st DAY OF January 20 20.

SEDC DEVCO, INC., A TEXAS CORPORATION

BY: _____
JOHN S. LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF January, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

KEVIN M FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2022

PRINTED NAME: Kevin M. Flahive

MY COMMISSION EXPIRES: 4-11-2022

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: SEPTEMBER 6, 2018 SCALE: 1" = 100'

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

S:\LAND2601-2650\2609\dwg\2609-Plat.dwg, 1/21/2020 8:26:47 AM

Commissioners Court - Regular Session **50.**

Meeting Date: 02/25/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Shilo Oaks subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Shilo Oaks subdivision – Precinct 4.

Background

This proposed subdivision consists of 10 lots and no new public roads.

Timeline

2019-05-07 – initial submittal of preliminary plat
2019-06-18 – 1st review complete with comments
2020-01-07 – 2nd submittal of preliminary plat
2020-01-22 – 2nd review complete with comments
2020-01-28 – 3rd submittal of preliminary plat
2020-02-12 – 3rd review complete with comments clear
2020-02-20 – preliminary plat placed on the February 25, 2020 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Shilo Oaks

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:55 AM
Form Started By: Adam Boatright		Started On: 02/20/2020 11:47 AM
Final Approval Date: 02/20/2020		

Preliminary Plat of
Shilo Oaks

22.27 Acres out of the Henry Cooke Survey, Abstract No. 126, Williamson County, Texas

Point of Beginning

The northwest corner of the Henry Cooke Survey, Abstract No. 126 bears: ±N 69°14' W 6100'

N: -179,985.58'
E: 912,865.40'

N 61°55'59" E 5.35'

P.O.B.

Ralph W. Button and Billye B. Button, Trustees of The Button Living Trust
Called 14.033 Acres
Document Number 9901728
O.R.W.C.

2603 Treeview Dr.
Arlington, TX 76016

"Zone A"
FEMA FIRM Panel No. 48491C0750E
Map Revised Date: September 26, 2008

(Floodzone shown based on GIS data obtained from FEMA's National Flood Hazard Layer (NFHL) Viewer.

100 year floodplain as graphically scaled from Engineer determined flood study report.

N 61°55'59" E 317.43'

N 61°55'59" E 329.26'

S 61°55'59" W 199.64'

N 30°28'53" W 263.78'

N 25°50'58" W 250.17'

S 64°09'02" W 278.33'

S 64°09'02" W 71.98'

N 25°50'58" W 292.86'

S 64°09'02" W 316.63'

S 25°50'58" E 91.49'

N 64°29'17" E 79.61'

Benchmark
Elev: 491.12' (NAVD88)
TxDOT Type I concrete monument

±39' to centerline of pavement

" of pavement width ±27'

S 25°50'58" E 292.86'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 146.43'

S 25°50'58" E 39.07'

S 17°21'53" W 378.91'

S 17°21'53" W 370.15'

S 25°50'58" E 483.26'

N 63°54'34" E 80.05'

N 72°38'07" W 460.37'

N: -181,678.82'
E: 913,410.19'

1
2.00 Acres

2
2.00 Acres

3
4.00 Acres

4
2.00 Acres

5
2.00 Acres

6
2.00 Acres

7
2.00 Acres

8
2.00 Acres

9
2.00 Acres

10
2.27 Acres

100' O.S.S.F setback
50' property line setback
60' access easement
50' B.L.
25' B.L.
proposed well

Williamson County Long Range Transportation Plan proposed controlled access facility

F.M. 112
(called 80' right-of-way)

C.R. 442

Old C.R. 442 not maintained by County

stock tank

41.62 Acres Remainder
Bradley V. Leen
(Called Tract 1 – 52.785 Acres)
Document Number 2017051879
O.P.R.W.Co.

0.28 Acre Remainder
Bradley V. Leen
(called 10.000 Acres)
Document Number 2018039881
O.P.R.W.C.

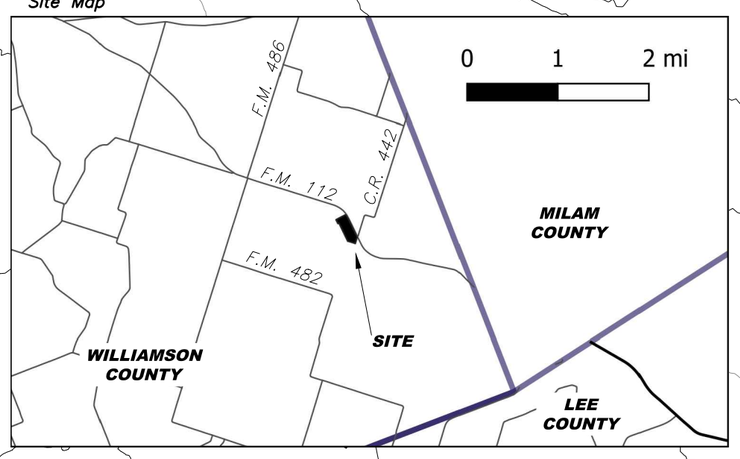
Mary Louise Grose
Called 124.864 Acres
Document Number 9548944
O.R.W.C.

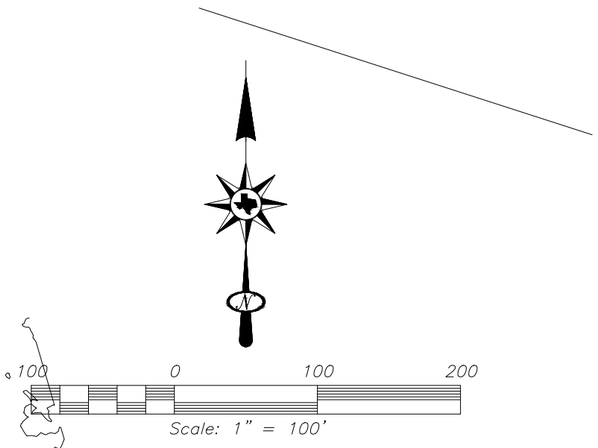
Linda Dannell Dennis Clary
Called 11.040 Acres
Document Number 2009036837
O.P.R.W.C.

Kathy P. Couch and Marechal L. Couch
Document Number 2013070135
O.P.R.W.C.

5 inch round concrete monument found

Site Map





Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83)

Owner: Bradley V. Leen
17270 FM 112
Thrall, TX 76578

Acreage: 22.27 Acres

Surveyor: Walker Texas Surveyors, Inc.
TBPLS Firm #10103800
P.O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
walkertxsurvey@earthlink.net

Survey: Henry Cooke Survey, Abstract No. 126

Number of Blocks: 1

Total Number of Lots: 10

Linear Feet of New Streets: 0'

Date: January 28, 2020

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. This document is a "Working Sketch" to show project progress.

Brett A. Butts, RPLS #6254
Release Date January 28, 2020

Coordinates shown hereon are grid values, Texas State Plane Coordinate System Central Zone (NAD83). Distances shown are surface values expressed in U.S. Survey feet. Project combined scale factor CSF = 0.99990320.

Contour information shown hereon is derived from Strategic Mapping Program (StratMap). Central Texas Lidar, 2017-01-01. Web. 2019-02-04. for the Beaukiss NE Quarter Quadrangle as obtained from the TNRIS DataHub website. Contour lines are for cartographic purposes only. The 2 foot contours as shown are interpolated from the original data and spot checked on the ground. Vertical Datum: NAVD88

Curve Table

Curve #	Delta	Length	Tangent	Radius	Chord Bearing	Distance
C1	9°34'22"	184.77'	92.60'	1105.92'	S 30°38'09" E	184.56'

○ 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
● 1/2 inch iron rod found
⊠ TxDOT Type 1 concrete monument found
O.P.R.W.C. Official Public Records Williamson County
O.R.W.C. Official Records Williamson County

Sheet 1 of 2

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

Job #515003

Plot: Z:\000-599 MISC\500-599\515000 BRAD LEEN\515003 54 AC HENRY COOK SVY, A-126 SHILO OAKS\DWG\515003_PLAT_20200127.DWG January 28, 2020 09:33

Preliminary Plat of Shilo Oaks

22.27 Acres out of the Henry Cooke Survey, Abstract No. 126, Williamson County, Texas

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

I, Bradley V. Leen, owner of the certain tract of land shown hereon and described in deeds recorded in Document Nos. 2017051879 and 2018039881, of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Shilo Oaks.**

TO CERTIFY WHICH, WITNESS by my hand this _____day of _____, 20____.

_____
Bradley V. Leen
17270 FM 112
Thrall, TX 76578

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Bradley V. Leen, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the _____day of _____, 20____.

_____
NOTARY PUBLIC in and for the State of Texas

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

I, Kathy R. Brogdon, Lien Holder of the certain tract of land shown hereon and described in deed recorded in Document No. 2017051879, of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Shilo Oaks**.

TO CERTIFY WHICH, WITNESS by my hand this _____day of _____, 20____.

_____
Kathy R. Brogdon
10931 W. Lower Buckeye
Tolleson, Arizona 85353

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Kathy R. Brogdon, known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the _____day of _____, 20____.

_____
NOTARY PUBLIC in and for the State of Texas

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

I, _____, Lien Holder of the certain tract of land shown hereon and described in deed recorded in Document No. 2018039881, of the Official Public Records of Williamson County, Texas, do hereby subdivide, said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **Shilo Oaks**.

TO CERTIFY WHICH, WITNESS by my hand this _____day of _____, 20____.

_____
City National Bank of Taylor

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

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____ _____ known to me to be the person whose name is subscribed to the foregoing instrument. Given under my hand and seal of office on this the _____day of _____, 20____.

_____
NOTARY PUBLIC in and for the State of Texas

Surveyor's Certification

I, Brett A. Butts, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision.

TO CERTIFY WHICH, WITNESS by my hand this _____day of _____, 20____.

_____
Brett A. Butts Survey Date
Registered Professional Land Surveyor
No. 6254

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
This document is a "Working Sketch" to show project progress.

Brett A. Butts, RPLS #6254
Release Date January 28, 2020

Perimeter description of a 22.27 acre tract of land, out of the Henry Cook Survey, Abstract No. 126, and being a portion of that certain tract described as 52.785 acres (Tract 1) in a Warranty Deed with Vendor's Lien to Bradley V. Leen, dated June 1, 2017 and recorded under Document Number 2017051879 of the Official Public Records of Williamson County, Texas, and being all of that tract described as 1.5 acres (Tract 2) in said Leen deed (2017051879), and also being a portion of that certain tract described as 10.000 acres in a Warranty Deed with Vendor's Lien to Bradley V. Leen, dated May 10, 2018 and recorded under Document Number 2018039881 of said official public records, said 22.27 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the curving west line of F.M. 112 for the most northerly corner of said 10.000 acre Leen tract and this tract, from which a 1/2 inch iron rod found for the called northeast corner of that certain tract described as 14.033 acres in a Special Warranty Deed to Ralph W. Button and Billye B. Button, Trustees of The Button Living Trust, dated December 8, 1998 and recorded under Document Number 9901728, of the Official Records of Williamson County, Texas bears S 61°55'59" W 5.35 feet;

THENCE with the west line of F.M. 112, as described on TxDOT right-of-way map for Williamson County, Farm Highway 112, dated April 2, 1946, the following two (2) courses:

1. 184.77 feet with the curving east line of said 10.000 Acre Leen tract, along a curve to the right, having a radius of 1105.92 feet, and a chord that bears S 30°38'09" E 184.56 feet (overall record call per TxDOT right-of-way map: Δ=18°00' Right, Degree of Curvature=5°00', Tangent=181.5', Arc Length=360.0') to a TxDOT Type I concrete monument found at engineer station 861+40.4, as described on said TxDOT right-of-way map,

2. S 25°50'58" E, continuing with the east line of said 10.000 acre Leen tract, at 826.34 feet (record call: S 22°51'45" E 826.34' – Doc. No. 2018039881) passing on or near the southeast corner of said 10.000 acre Leen tract, and continuing with the east line of said 52.785 acre Leen tract; at 992.69 feet (record call: S 22°51'45" E 166.35' – Doc. No. 2017051879) passing on or near an easterly corner of said 52.785 acre Leen tract, and continuing with the east line of said 1.5 acre Leen tract for an overall distance of 1302.00 feet (record call; S 22°51'45" E 310.00' – Doc. No. 2017051879) to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the west margin of County Road 442 (no longer being maintained by Williamson County), for the most easterly corner of said 1.5 acre Leen tract and this tract, from which a TxDOT Type 1 concrete monument found at engineer station 879+24.9, as described on said TxDOT right-of-way map bears S 25°50'58" E 483.26 feet;

THENCE: S 17°21'53" W with the west margin of said County Road 442, and with the east line of said 1.5 acre Leen tract, at 191.85 feet (record call: S 20°19'49" W 191.85' – Doc. No. 2017051879) passing on or near the most southerly corner of said 1.5 acre Leen tract, and continuing with the east line of said 52.785 acre Leen tract for an overall distance of 378.91 feet (overall record call on this line for 52.785 acre tract: S 20°19'49" W 556.01') to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for the most southerly corner of this tract, from which a 5 inch round concrete monument found in the west margin of said County Road 442 for the called southernmost corner of said 52.785 acre Leen tract bears S 17°21'53" W 370.15 feet;

THENCE: leaving the west margin of said County Road 442, and into and across said 52.785 acre Leen tract, the following four (4) courses:

1. N 72°38'07" W 460.37 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for the southwest corner of this tract,

2. N 25°50'58" W with the west line of this tract, at 480.88 feet crossing into a southwesterly portion of said 10.000 acre Leen tract; at 690.44 feet leaving said 10.000 acre Leen tract and continuing into said 52.785 acre Leen tract for an overall distance of 1171.44 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set for an interior corner of this tract,

3. S 64°09'02" W 71.98 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set;

4. N 25°50'58" W 250.17 feet to a 1/2 inch iron rod with yellow cap inscribed "Walker 5283" set in the called east line of said 14.033 acre Button tract, same being in the north line of said 52.785 acre Leen tract, for the northwest corner of this tract, from which a 1/2 inch iron rod found for an interior angle of said 52.785 acre Leen tract, and for the called southeast corner of said 14.033 acre Button tract bears S 61°55'59" W 199.64 feet;

THENCE: N 61°55'59" E with the called east line of said 14.033 acre Button tract, and with the north line of said 52.785 acre Leen tract and this tract, at 323.00 feet passing on or near the northeast corner of said 52.785 acre Leen tract, and continuing with the north line of said 10.000 acre Leen tract for an overall distance of 652.04 feet to the Point of Beginning. Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83).

Plat Notes:

1. Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement, or maintenance of the adjacent or future roadway.

2. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.

3. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

4. No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

5. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

6. Lot 10 may not be further subdivided.

7. All sidewalks are to be maintained by each of the adjacent property owners.

8. All public roadways and easements shown on this plat are free of liens.

9. This subdivision is subject to storm-water management controls as required by Williamson County Subdivision Regulations, Section B11.1, on new development that would evoke such controls beyond existing conditions.

Williamson County 911 Addressing Coordinator

Road name and address assignments verified this the _____ day of _____, 20____ A.D.

_____
Williamson County Addressing Coordinator

Williamson County OSSF

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

_____ _____
J. Terron Evertson, PE, DR, CFM Date
County Engineer

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____
Bill Gravell, Jr., County Judge Date
Williamson County, Texas

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20__, A.D., at _____o'clock, __.M., and duly recorded this the _____ day of _____, 20__, A.D., at ____ o'clock, __.M., in the Official Public Records of said County in Document No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

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

Plot: Z:\000-599 MISC\500-599\515000 BRAD LEEN\515003 54 AC HENRY COOK SVY, A-126 SHILO OAKS\DWG\515003_PLAT_20200127.DWG January 28, 2020 09:33

Commissioners Court - Regular Session **51.**

Meeting Date: 02/25/2020

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment of deceased (Michael P. Flaherty) who passed away in J.P., Pct. 1 of Williamson County, TX where there has been an 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

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/18/2020 01:56 PM
Form Started By: Melissa Goins		Started On: 02/18/2020 10:48 AM
Final Approval Date: 02/18/2020		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING FOR INTERMENT OF DECEDENT'S REMAINS (Michael P. Flaherty)

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:

Michael P. Flaherty (SSN xxx-xx-4508) passed away on December 10, 2019 at the age of 42 in Justice of the Peace, Pct. 1 of Williamson County, Texas at his apartment, 7720 O'Conner Dr., Apt. #4615, Round Rock, Texas 78681. The Justice of the Peace, Pct. 1 is the magistrate ordering interment and requesting funding for same as there are no persons who have come forward with legal standing to inter the remains.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned and sufficient time has

passed for interment to move forward.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

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 February, 2020.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **52.**

Meeting Date: 02/25/2020

Precinct One Constable receives Texas Police Chief's Assoc Best Practices Re-Recognition Award

Submitted By: Michael Pendley, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Williamson County Precinct One Constable's Office receiving re-recognition as a "Recognized Best Practices Law Enforcement Agency" by the Texas Police Chief's Association Law Enforcement Recognition Program on January 23rd, 2020.

Background

Williamson County Precinct One Constable's Office is one of only three Constable's offices in the State of Texas to receive recognition from the Texas Police Chief's Association, and second ever to be recognized for a second time.
On January 23rd, 2020, the Precinct One Williamson County Constable's Office received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program, for the second time. Begun in 2006, the Recognition Program evaluates an agency's compliance with over 168 Best Business Practices for Texas Law Enforcement. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual's rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Best Practices press release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/03/2020 02:16 PM
Form Started By: Michael Pendley		Started On: 02/03/2020 01:15 PM
Final Approval Date: 02/03/2020		

Williamson County Precinct 1
1801 E. Old Settlers Blvd #105
Round Rock, TX 78664
Office (512)244-8650 / Fax (512) 244-8662

Vinnie Cherrone
Constable

Mike Pendley
Chief Deputy

*****Press Release*****

2/25/2020

Precinct One Williamson County Constable's Office Receives "Recognized Law Enforcement Agency" from the Texas Law Enforcement Recognition Program

On January 23rd, 2020, the Precinct One Williamson County Constable's Office received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program, for the second time. Begun in 2006, the Recognition Program evaluates an agency's compliance with over 168 Best Business Practices for Texas Law Enforcement. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual's rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations.

The Precinct One Williamson County Constable's Office was originally recognized by the Texas Police Chiefs Association Law Enforcement Recognition Program in January of 2016. Agencies recognized by the TPCA must undergo an onsite inspection every 4th year and this makes the second successful onsite inspection by Precinct One.

This voluntary process required the Precinct One Williamson County Constable's Office to conduct a critical self-review of the agency's policies, procedures, facilities and operations. Precinct One conducted a lengthy process of preparing proofs of compliance for each of the Texas Law Enforcement Best Business Practices. Upon completion of their internal review, an outside audit and review was requested. This final on-site review took place on January 14th, 2020. The on-site review is conducted by trained Police Chiefs from other areas of our state. The result of this review was then sent to the Texas Police Chiefs Association's Recognition Committee for final analysis and decision to award "Re-Recognized" status.

On January 23rd, 2020, the department was notified that it had been awarded "Re-Recognition" Status. Precinct One Williamson County Constable's Office is one of only three Constable's offices to be so recognized, and only the 2nd one to receive "Re-Recognition." Precinct One has always considered itself to be one of the best in the state. This process provided for an independent review of the office's operations and should assure the citizens of Precinct One Williamson County that their Constable's office is conforming to the current state of the art in law enforcement.

The actual presentation of the award will take place on February 25th, 2020 in Williamson County Commissioner's Court at 10am. The office will also be recognized at the Texas Police Chiefs Association annual conference in April.

More information a description of the program may be viewed on the Texas Police Chiefs Association website at http://www.texaspolicechiefs.org.

Commissioners Court - Regular Session **53.**

Meeting Date: 02/25/2020

Recognition of Team Rubicon's Efforts in Completing Fire Mitigation for the County's Preserves

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of the outstanding work that Team Rubicon performed for fire mitigation projects at Cat Creek and Twin Springs Preserves.

Background

During the months of December 2019 and February 2020, Team Rubicon completed 50-foot shaded fuel break at Cat Creek and Twin Springs Preserves to protect the preserve and land and homeowners.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/04/2020 03:51 PM
Form Started By: Michael Shoe		Started On: 02/04/2020 01:32 PM
Final Approval Date: 02/04/2020		

Commissioners Court - Regular Session **54.**

Meeting Date: 02/25/2020

Hear a Presentation of the Good Water Master Naturalist Program

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Shelley Franklin, County Extension Agent for Natural Resources, presents the Goodwater Master Naturalist Chapter to celebrate their volunteer work in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goodwater Master Naturalist Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 09:19 AM

Form Started By: Katherine Whitney Started On: 02/11/2020 01:30 PM

Final Approval Date: 02/20/2020

TEXAS A&M AGRILIFE EXTENSION

Making a Difference

The Goodwater Master Naturalists

Shelley Franklin, County Extension Agent – Natural Resources
100 Wilco Way, Suite AG201
512-943-3300
Shelley.Franklin@ag.tamu.edu

The Master Naturalists in Williamson County continue to grow as a group, volunteering and educating our community stakeholders in conservation. The group currently has **167** adult members that have volunteered **12,582** hours of time in our community.

Goodwater Master Naturalist Training Classes – The Master Naturalists offer two training classes each year. These classes last fifteen weeks, giving the students over **50** hours of training time. Experts in the fields of natural science deliver programs intended to educate the students in Texas ecology, paleontology, interpretation, biology, and much more. In 2019, **48** new Master Naturalists were trained in Williamson County. The fall class hosted **29** students, the largest class in the history of the Goodwater Master Naturalist program. **14** of the **29** participants completed the initial certification process, which includes volunteering **40** hours beyond the class certification time.

Goodwater Master Naturalist Garey Park Outreach – **12** times a year the Master Naturalists host educational programs. These programs are held on free entry days at the park and are geared toward upper elementary students and their families. Topics included in 2019 are: pollinators, beneficial insects, blue bird habitats, turkeys and water conservation. These programs combined served **3,266** youth and **1,078** adults.

Junior Master Naturalist Program - The Junior Master Naturalist program is in its third year and has grown to include **19** youth. This group meets biweekly and includes class time and field trips.

Berry Springs Park Programing – The Goodwater Master Naturalists work closely with Berry Springs Park and Preserve. A few of the projects at the park focus on pond maintenance and wildlife. We have an active nature tracking team that use cameras and observations to provide local conservationists with a number of species found in the park.

River Ranch Country Park – The Master Naturalist have been assisting in the development of this 1,000 acre park in Williamson County. A team of volunteers have been working on several projects at the park, including researching the history, producing videos and organizing clean up efforts.

If anyone is interested in becoming a Master Naturalist, we have an upcoming training class. For more information, see their website at https://txmn.org/goodwater/texas-master-naturalist-training-program/ or contact Shelley Franklin.

The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

Commissioners Court - Regular Session **55.**

Meeting Date: 02/25/2020

2020 April Million Mile Month Challenge

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2020 April Million Mile Month Challenge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:15 AM

Form Started By: Shelley Loughrey Started On: 02/20/2020 11:06 AM

Final Approval Date: 02/20/2020

Commissioners Court - Regular Session **56.**

Meeting Date: 02/25/2020

Constable Precinct 2 Appointment

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Robert Newell to fill a Williamson County Precinct 2 Constable position.

Background

Robert Newell is a licensed peace officer in the State of Texas with 26 years of active law enforcement experience, including 23 years with the Williamson County Sheriff's Office. Robert and his family are residents of Liberty Hill.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:09 AM
Form Started By: Kathy Pierce		Started On: 02/20/2020 09:57 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **57.**

Meeting Date: 02/25/2020

Hutto Co-Op 2019 TIRZ Financing Report

Submitted By: Kelley Hammeren, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the 2019 Co-Op District Tax Increment Reinvestment Zone (TIRZ) Annual project and Financing Report, which sets forth the terms and conditions of Williamson County's participation in the Hutto Reinvestment Zone Number One; as well as take any appropriate action to appoint two members to serve on the Hutto Reinvestment Zone Number One's Board of Directors on behalf of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

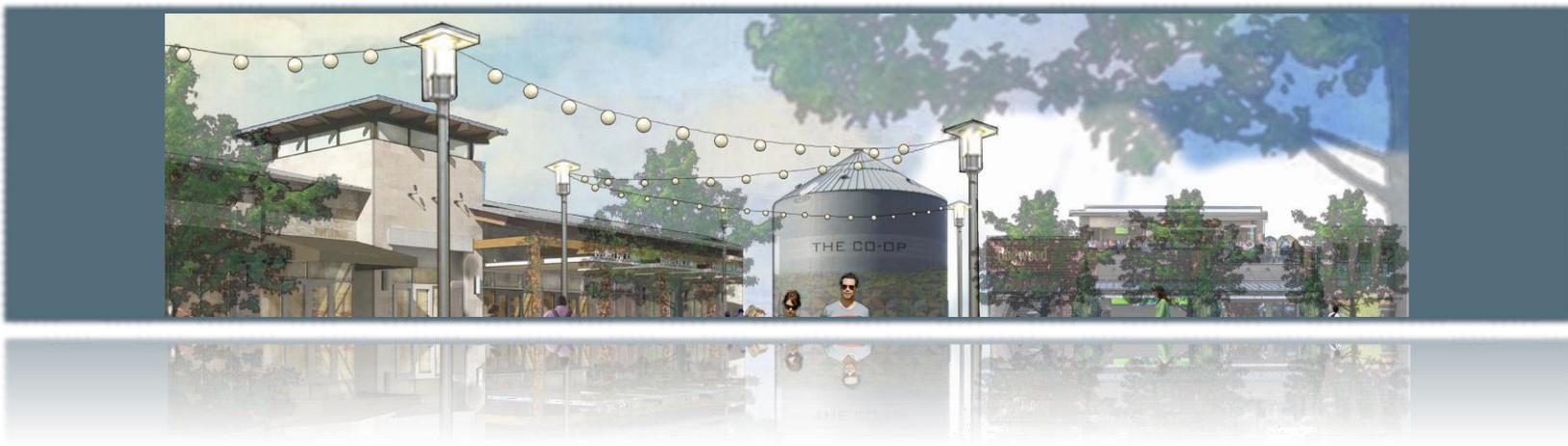
Hutto Co-Op TIRZ Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:49 AM

Form Started By: Kelley Hammeren Started On: 02/19/2020 04:19 PM

Final Approval Date: 02/20/2020



HUTTO CO-OP
HUTTO, TEXAS

CO-OP DISTRICT TAX INCREMENT REINVESTMENT ZONE

2019 ANNUAL PROJECT AND FINANCING REPORT

CITY OF HUTTO, TEXAS
WILLIAMSON COUNTY, TEXAS
79 HCD DEVELOPMENT, LLC

February 14, 2020

City of Hutto

Co-Op District TIRZ

Mayor Doug Gaul

Mayor Pro Tem Tom Hines, **PLACE 2**

Council Member Scott Rose, **PLACE 1**

Council Member Mike Snyder, **PLACE 3**

Council Member Peter Gordon, **PLACE 4**

Council Member Patti Martinez, **PLACE 5**

Council Member Tanner Rose, **PLACE 6**

Charles Daniels, Interim City Manager

City Staff

Byron Frankland, Assistant City Manager

Michel Sorrell, Assistant City Manager/Chief Financial Officer

Jessica Geray, Director of Economic Development

Stephanie Mazurkiewicz, Economic Development Specialist

Gene Cervenka, Financial Analyst

William Bingham, City Attorney

Developer/79 HCD Development, LLC

Bob Wunsch, Principal

Wyatt Henderson, Principal

David Howell, Principal

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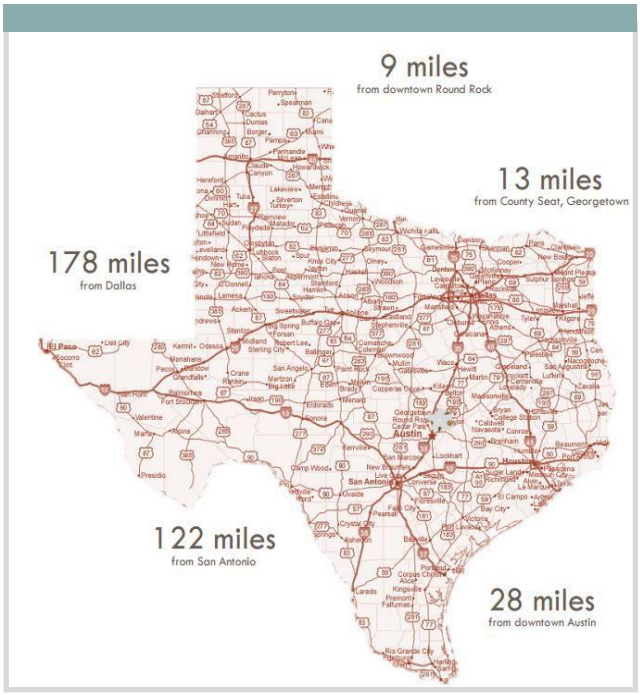
INTRODUCTION 1
HUTTO-AT A GLANCE 2
TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER ONE 3
SUMMARY OF STATUTORY REQUIREMENTS 5

II. INTRODUCTION



Located northeast of Austin in Williamson County, one of the fastest growing counties in the State of Texas since 2010, the City of Hutto ("the City") has experienced rapid growth since 2000. Hutto is now home to an estimated 32,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the "Top Place in Texas to Raise a Family", the "#1 Local City (in the Austin area) For Young Couples", "One of the Top 5 Safest Cities in Texas", and "One of the Top 100 Places in Major Markets to Locate a Business", Hutto is consistently ranked as one of the fastest growing and safest cities in the country.

Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council's goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto's Historic District.

III. HUTTO – AT A GLANCE

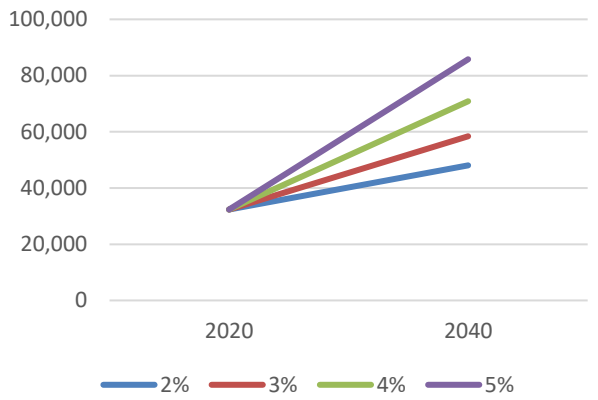
DEMOGRAPHICS

Hutto has experienced an estimated 9 percent (9.0%) average annual growth and over 50 percent change in total population change since 2010. Using an annual growth rate of 3%, the City may be home to approximately 60,000 residents in 2040.

With a median age of 32, Hutto has attracted many young families. An estimated 54% of the population consists of families with children under the age of 18 and adults age 25 to 54 comprise an estimated 49% of the population. In addition to a growing population within city limits, the City provides access to over 65,000 people within a 5-mile radius, expanding to over 284,000 people within a 10-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District that's experiencing a 97% graduation rate, 15:1 student teacher ratio, and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

Chart 1: Population Forecast - Based on Estimated Annual Growth Percentage



The residents of Hutto have high levels of educational attainment with 27.7 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of $113,000, an average household income of $86,184, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.

Income and Benefits *(In 2017 Inflation-Adjusted Dollars)*	
Household Income Base	6,451
<$15,000	3.5%
$15,000 - $24,999	4.1%
$25,000 - $34,999	6.3%
$35,000 - $49,999	11.7%
$50,000 - $74,999	22.4%
$75,000 - $99,999	20.6%
$100,000 - $149,999	23.9%
$150,000 - $199,999	4.5%
$200,000+	2.9%

2017 Population 25+ by Educational Attainment	
Total	13,703
Less than 9th grade	4.4%
9th to 12th grade, no diploma	5.1%
High school graduate (includes equivalency)	25.4%
Some college, no degree	28.0%
Associate's degree	9.4%
Bachelor's degree	19.7%
Graduate or professional degree	8.0%

ECONOMIC OUTLOOK

As of 2017, approximately 93 percent (93.0%) of the working population had an average commute of 33 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market. Given this, the redevelopment of the Co-Op District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

IV. TAX INCREMENT REINVESTEMENT ZONE (TIRZ) NUMBER ONE

BACKGROUND

Chapter 311 of the Texas Tax Code (the "Code" or the "Tax Increment Financing Act") "provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both to be a reinvestment zone to promote development or redevelopment of the area if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future". Tax Increment Financing (TIF) is a method that local governments are allowed to implement to pay for improvements that will draw private investment to their area. TIF financing redirects some of the ad valorem tax from property designated within the designated reinvestment zone to pay for improvements made in the zone. Future incremental tax revenues from each participating taxing unit that levies taxes within the reinvestment zone are used to pay for the cost of improvements within the reinvestment zone. Each taxing unit may dedicate all, or a portion of the tax revenue that is attributable to increased property values caused by improvements within the reinvestment zone. The additional tax revenue generated as a result of the development within the reinvestment zone is referred to as the "tax increment".

January 14, 2018, Ordinance No. O-18-01-04-12A, became effective in accordance with the laws of the State of Texas allowing the City of Hutto, Texas to create Reinvestment Zone Number One. City Council designated the contiguous area lying within the corporate limits of the City, as shown in Exhibit A, to be designated the Reinvestment Zone Number One, otherwise known as the "Co-Op District."

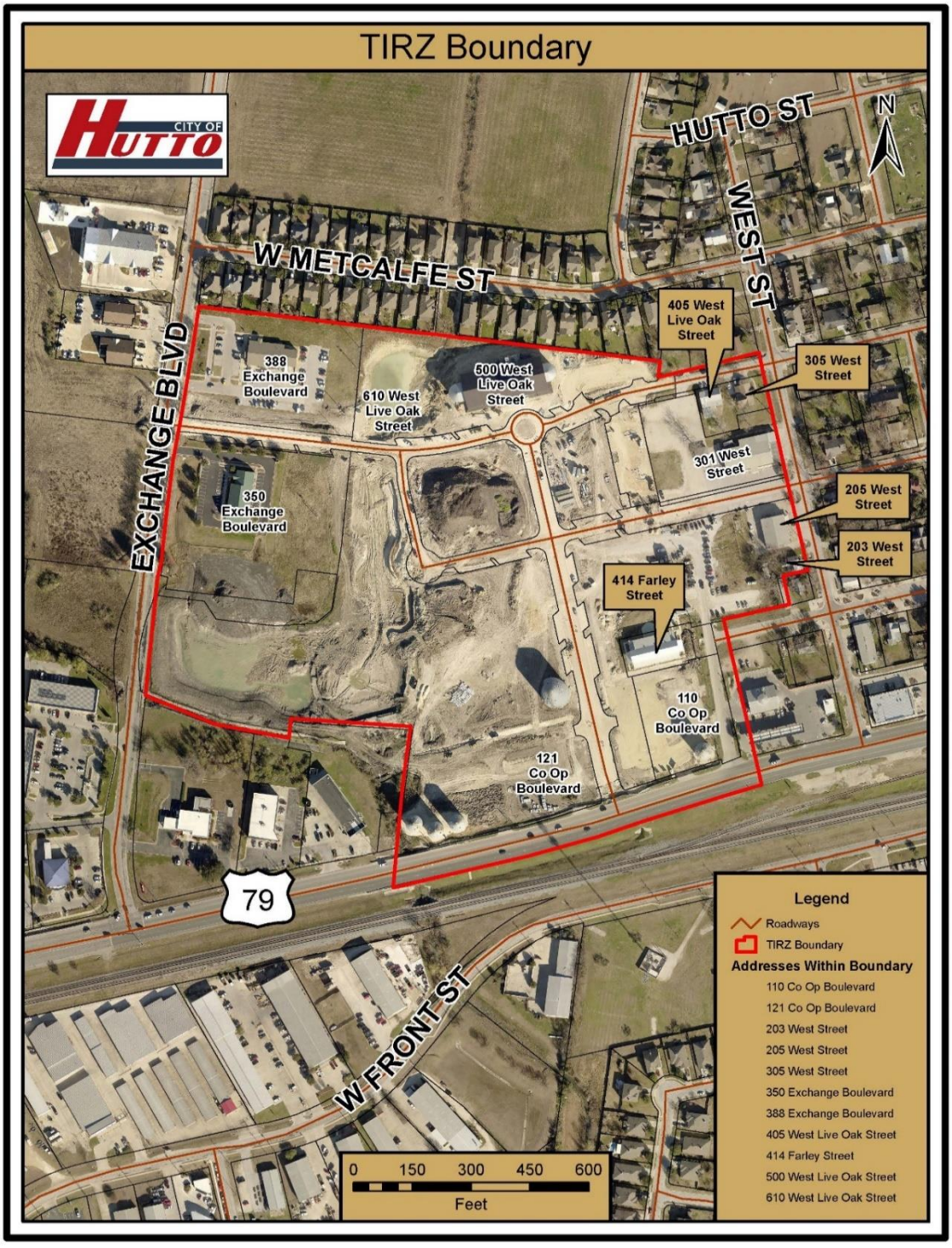
On January 18, 2018, an Interlocal Agreement Regarding Tax Increment Financing was made and entered between Williamson County and the City of Hutto, Texas (the "Interlocal Agreement"). The Texas Tax Code provides the County to enter into an agreement with the governing body which created the Zone (City of Hutto) to participate in the payments of tax increments for certain project costs within the Zone. A tax increment fund ("TIF Fund") was created and is maintained by the City pursuant to the Act as a separate and individual interest-bearing account which all revenues of the Zone will be deposited including deposits of tax increments made by County and City and all accrued interest earned on the cash balance of the fund. Williamson County's Tax Increment Participation shall be a maximum term of 20 years or until the TIF Fund reaches $5,500,000.00. The County's participation percentage shall be 50%. The City agreed to deposit 60% of ad valorem taxes for a period of 40 years. The Hutto Economic Development Corporation agreed to deposit 50% of 4B Sales Tax revenues for a period of 30 years.

As a result of the Interlocal Agreement, a Board of Directors for the Reinvestment Zone Number One was created and consist of five members. Three members were appointed by the City and two members were appointed by the County for a two-year term. The board shall make recommendations to the governing body of the municipality that created the Zone (City of Hutto) concerning the administration of the Zone. A Project and Financing Plan was created and submitted by the Board of Directors to the governing body of the municipality that designated the Zone (City of Hutto). On September 11, 2018, Williamson County Commissioners Court reviewed and approved TIRZ No. 1 Project and Financing Plan and on December 6, 2018, the City of Hutto read and approved a separate PID Service and Assessment Plan that governs the coterminous public improvement district that was established to finance qualified public infrastructure.

In pursuant to the Act, on or before the 150th day following the end of the fiscal year, the Board shall submit to the Chief Executive Officer of each taxing unit that levies property taxes on real property in the Reinvestment Zone, a report on the status of the Zone. This Annual TIRZ No.1 Financing Report needs to be updated and presented annually to all participating taxing units of the Zone.

The Co-Op project was financed using a Public Improvement District Bond whose debt service is paid by a PID assessment. Revenues generated within the TIF fund are used to offset those payments.

TAX REINVESTMENT ZONE NUMBER ONE MAP (as of 02/11/20)



V. STATUTORY REQUIREMENTS

1. **The amount and source of revenue in the Tax Increment Fund established for the Zone: $0.00**
   The Zone has generated ad valorem tax revenues but the funds have not yet been deposited into the Tax Increment Fund The anticipated amount is $37,103.21. TIRZ 4B sales tax reimbursements are expected to be generated beginning in 2020. Any TIRZ revenues, to the extent possible, will be appropriated to offset the costs of the annual installment payments of the PID bond, beginning in year 2021. This is in compliance with the PID Plan which included two years of capitalized interest to pay for the debt service while the project begins.

2. **The amount and purpose of expenditures from the Fund: $0.00**
   To date, no expenditures have been made from the Fund. The first anticipated expenditure comes in 2021 after the two years of capitalized interest have been used to allow for initial construction and buildup of the TIF Fund. Once the Fund has generated revenue from real property improvements within the Zone, expenditures will be used to offset PID annual installments.

3. **The amount of principal and interest due on outstanding bonded indebtedness: $0.00**
   The TIRZ does not have any direct bonded indebtedness outstanding that is secured by tax increment revenue. However, the City has dedicated the TIRZ revenue, to the extent available, to be appropriated to offset the costs of the public infrastructure in the Co-Op project that was financed by a PID bond, issued in the amount of $17,400,000 in December 2018. The PID bond is secured by special assessments levied on benefitted property in the PID. TIRZ revenue generated by the Co-Op project, if available, will be appropriated to offset the costs of the annual PID assessments borne by assessed property owners in the Co-Op PID. The amount of interest payable on the PID bond in 2019 was $847,161.39 and was funded entirely by capitalized interest reserves of the PID bond. The TIRZ revenue is dedicated to be used to offset the annual PID installment. Principal and interest are related to PID bond, since no TIRZ bond was issued.

4. **The tax increment base and current captured appraised value retained by the Zone: $0.00 tax increment base; $7,541,905.00 current captured appraised value**
   Per Chapter 311. Tax Increment Financing Act Sec. 311.012 (b), the captured appraised value of real property taxable by a taxing unit for a year is the total taxable value of all real property taxable by the unit and located in a reinvestment zone for that year less the tax increment base of the unit. Total taxable values for the property located within the TIRZ were obtained from the Williamson Central Appraisal District (WCAD) website.

5. **The captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality or county. $7,541,905.00 captured appraised value; $0.00 tax increments received**

Commissioners Court - Regular Session **58.**

Meeting Date: 02/25/2020

FY20 CDBG Applications

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving request to issue a call for projects that will utilize Community Development Block Grant funds for the FY20 funding cycle.

Background

This action is to allow participating cities, non-profits and other entities to apply for Williamson County CDBG funds. The FY20 CDBG allocation is $1,596,257. CDBG funds will be made available to approved projects on or around October 1, 2020. Projects will be selected using the previously approved 2019-2023 priorities. Applications will be completed and submitted online.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDBG Funding Priorities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:44 AM
Form Started By: Sally Bardwell		Started On: 02/19/2020 12:21 PM
Final Approval Date: 02/20/2020		

Williamson County Funding Priorities for 2019-2023

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

1	Priority Need Name	INCREASE ACCESS TO AFFORDABLE HOUSING
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Families Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide CDBG Eligible
	Associated Goals	Housing rehabilitation Homeownership assistance Affordable rental housing
	Description	Provide assistance to homeowners and renters to increase access to affordable housing and to extend the life of existing units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity.
2	Priority Need Name	DECREASE HOMELESSNESS
	Priority Level	High
	Population	Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Provide housing/services to the homeless/at risk of homelessness
	Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness
	Basis for Relative Priority	Homelessness has been increasing and there is a need to provide shelter and support for persons experiencing homelessness or who are at risk of becoming homeless. This includes persons who are living in cars, doubled up or couch surfing. Support could come in the form of emergency shelters, transitional housing, permanent supportive housing and services related to health and mental health, substance abuse issues, etc.

3	Priority Need Name	PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-housing Community Development
	Geographic Areas Affected	CDBG Eligible Countywide
	Associated Goals	Improve public infrastructure Improve public facilities
	Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Examples of public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.
	Basis for Relative Priority	There is a need to make improvements, particularly in low- and moderate-income areas in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life. There is a significant need for water resources, wastewater and improved drainage throughout the county.
4	Priority Need Name	PUBLIC SERVICES
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Non-homeless special needs Persons with disabilities Victims of domestic violence Homeless Families with children Non-housing Community Development
	Geographic Areas Affected	Countywide
	Associated Goals	Provide public services
	Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.
	Basis for Relative Priority	A variety of public services are needed including services for seniors, youth and children, those needing mental health services, health services, services for persons with disabilities, services for victims of domestic violence and non-homeless special needs. Public transportation is a significant need to enable individuals to access services.
5	Priority Need Name	AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly Families

		Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Countywide
	Associated Goals	Fair housing activities
	Description	Provide education and outreach to the community regarding fair housing laws
	Basis for Relative Priority	There is the continued need for education and outreach for the general public, those in the real estate industry, landlords and property managers regarding fair housing laws.
6	Priority Need Name	PLANNING AND ADMINISTRATION
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income
	Geographic Areas Affected	Countywide
	Associated Goals	Planning and administration
	Description	Administrative and planning costs to operate the CDBG program successfully.
	Basis for Relative Priority	Effective and efficient implementation of CDBG funding requires adequate resources for program planning and administration.

Commissioners Court - Regular Session **59.**

Meeting Date: 02/25/2020

DA Apportionment Supplement BA Rev 2.11.20

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 a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2020 02:53 PM
Form Started By: Melanie Denny		Started On: 02/04/2020 02:44 PM
Final Approval Date: 02/07/2020		

Commissioners Court - Regular Session **60.**

Meeting Date: 02/25/2020

DA Apportionment Supplement BA Exp 2.11.20

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 a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,138.45
	0100.0440.002010	FICA	$469.63
	0100.0440.002020	Retirement	$891.92

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2020 02:53 PM
Form Started By: Melanie Denny		Started On: 02/04/2020 02:45 PM
Final Approval Date: 02/07/2020		

Commissioners Court - Regular Session **61.**

Meeting Date: 02/25/2020

2019 Capital Improvement Programs Budget Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2019 Capital Improvement Program Budget to move $54,000 to Audio/Visual Grand Jury (P532) from Audio/Visual Updates County Courts (P520) of $41,000 and Audio/Visual Updates District Courts (P521) of $13,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:45 AM
Form Started By: Emmeline Hawkins		Started On: 02/19/2020 02:02 PM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **62.**

Meeting Date: 02/25/2020

2020 Capital Improvement Programs Budget Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2020 Capital Improvement Program Budget to move $2,000,000 from 2020 CIP Non-Departmental to Juvenile Justice Center - HVAC System Replacement P533.

Background

This transfer will make funds available per the February 11, 2020, item 34 discussion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:46 AM
Form Started By: Emmeline Hawkins		Started On: 02/19/2020 02:03 PM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **63.**

Meeting Date: 02/25/2020

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, 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 $190,000 from 2013 Road Non-Departmental (P290) to San Gabriel Ranch Road (P439) of $40,000 and Seward Junction SW (P274) of $150,000. Also, to close Ronald Reagan Blvd at Santa Rita Ranch (P328) and move the balance of $16,122.25 to 2013 Road Non-Departmental (P290).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 08:47 AM

Form Started By: Emmeline Hawkins Started On: 02/19/2020 02:04 PM

Final Approval Date: 02/20/2020

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

Prime Strategies, Inc.

Memo

To: Emmeline Hawkins, Williamson County Auditor's Office

Cc: Julie Kiley, Williamson County Auditor's Office

From: Michael J. Weaver

Date: February 19, 2020

Re: 2013 Road Bond Budget Adjustments

Please approve and process the following project budget adjustments in the 2013 Road Bond Program:

- Move $40,000.00 from P-290 Road Bond Unallocated to P-439 San Gabriel Ranch Road;
- Move $150,000.00 from P-290 Road Bond Unallocated to P-274 Seward Junction SW;
- Close P-328 Reagan Blvd and Santa Rita Ranch and move balance to P-290 2013 Road Bond Unallocated.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **64.**

Meeting Date: 02/25/2020

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/30/2020 03:23 PM
Form Started By: Vicky Edwards		Started On: 01/29/2020 09:03 AM
Final Approval Date: 01/30/2020		

Commissioners Court - Regular Session **65.**

Meeting Date: 02/25/2020

Freese & Nichols WA2 Sup2 San Gabriel Ranch Road

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 7, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road.

Background

This supplemental is to increase the maximum amount payable from $39,000.00 to $76,335.00. Funding source P439.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese & Nichols WA2 Sup2 San Gabriel Ranch Road

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/06/2020 03:37 PM
County Judge Exec Asst.	Andrea Schiele	02/06/2020 04:21 PM
Form Started By: Vicky Edwards		Started On: 02/06/2020 08:24 AM
Final Approval Date: 02/06/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 07, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **August 14, 2018** (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 maximum amount payable for services under the Work Authorization is hereby increased from $39,000.00 to $76,335.00. 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:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Victor M. Vasquez	Bill Gravell, Jr.
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title
02-05-2020	
Date	Date

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and Engineer. Freese & Nichols, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **66.**

Meeting Date: 02/25/2020

1812-282 - Seward Junction Improvements Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $112,306.36 for the Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2. P: 271 and 274. Funding Source: Road Bond.

Background

This Change Order revises items and quantities that were entered incorrectly or omitted in the bid tab. This Change Order corrects roadway quantities for the Seward Junction Southeast portion. Roadway embankment, flexible base and prime coat are called for in the plans but were not included in the original bid. Lime treatment items are deleted according to the pavement section provided in the RFI 4 response. There are six asphalt driveways that are called out on the plan but were incorrectly quantified as concrete driveways in the bid. For the Seward Junction Southwest portion, this Change Order changes 1 inch bond breaker located under the concrete pavement from Type B HMAC to Type D HMAC because the minimum required lift thickness of Type B HMAC is 2.5 inches. Due to the duplicate item in the bid, this Change Order deletes the "Concrete Gutter (Modified)" from the base bid. This Change Order also corrects bid quantities for the PEC Pond. Preparing ROW and embankment are required on the plan but were not included in the bid quantities for the PEC Pond. The bid quantities for "Removing Concrete (Retaining Walls)" and "Class C Concrete (Misc.)" also did not match the quantities shown on the plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements Change Order No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:52 AM
Form Started By: Dawn Haggard		Started On: 02/18/2020 11:13 AM
Final Approval Date: 02/20/2020		

Received

FEB 10 2020

HNTB Corporation
Round Rock

Received

FEB 03 2020

HNTB Corporation
Round Rock

RECEIVED
FEB 04 2020
BY: PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **96+84** to Sta. **220+32**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1A** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 02-03-2020

By _____

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

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

Amount added by this change order: **$112,306.36**

RECOMMENDED FOR EXECUTION:

_____ P.E. 2/4/20
Project Manager Date

N/A
Design Engineer Date

_____ 2/5/2020
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *1812-282*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	SEWARD JUNCTION SOUTHEAST								
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$9.00	0.00	$0.00	4,989.00	4,989.00	$44,901.00	$44,901.00
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$28.00	0.00	$0.00	8,381.00	8,381.00	$234,668.00	$234,668.00
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	$158.00	435.00	$68,730.00	(435.00)	0.00	$0.00	($68,730.00)
260-6027	LIME TRT (EXST MATL) (8")	SY	$2.50	25,768.00	$64,420.00	(25,768.00)	0.00	$0.00	($64,420.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	0.00	$0.00	4,347.00	4,347.00	$17,388.00	$17,388.00
530-6004	DRIVEWAYS (CONC)	SY	$68.00	2,075.00	$141,100.00	(920.00)	1,155.00	$78,540.00	($62,560.00)
530-6005	DRIVEWAYS (ACP)	SY	$40.00	0.00	$0.00	920.00	920.00	$36,800.00	$36,800.00
	SEWARD JUNCTION SOUTHWEST								
341-6008	D-GR HMA TY-B PG64-22	TON	$64.00	4,567.00	$292,288.00	(2,653.00)	1,914.00	$122,496.00	($169,792.00)
341-6038	D-GR HMA TY-D SAC-B PG64-22	TON	$78.00	0.00	$0.00	2,653.00	2,653.00	$206,934.00	$206,934.00
529-6032	CONCRETE GUTTER (MODIFIED)	LF	$11.75	8,285.00	$97,348.75	(8,285.00)	0.00	$0.00	($97,348.75)
	PEC POND								
100-6001	PREPARING ROW (PEC POND)	LS	$43,266.11	0.00	$0.00	1.00	1.00	$43,266.11	$43,266.11
104-6024	REMOVING CONC (RETAINING WALLS)	SY	$15.00	356.00	$5,340.00	524.00	880.00	$13,200.00	$7,860.00
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$9.00	0.00	$0.00	385.00	385.00	$3,465.00	$3,465.00
420-6074	CL C CONC (MISC)	CY	$575.00	139.00	$79,925.00	(35.00)	104.00	$59,800.00	($20,125.00)
TOTALS					$749,151.75			$861,458.11	$112,306.36

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 1

Reason for Change

This Change Order revises items and quantities that were entered incorrectly or omitted in the bid tab:

Seward Junction Southeast:
This Change Order corrects roadway quantities for Seward Junction Southeast portion. Roadway embankment, flexible base and prime coat are called for in the plans but were not included in the original bid. Lime treatment items are deleted according to the pavement section provided in RFI #4 response. There are six asphalt driveways that are called out on the plan but were incorrectly quantified as concrete driveways in the bid.

Seward Junction Southwest:
This Change Order changes the 1" bond breaker located under the concrete pavement from Type B HMAC to Type D HMAC because the minimum required lift thickness of Type B HMAC is 2 ½". Due to a duplicate item in the bid, this Change Order deletes Concrete Gutter (Modified) from the base bid.

PEC Pond:
This Change Order corrects bid quantities for the PEC pond. Preparing ROW and embankment are required on the plan but were not included in the bid quantities for PEC pond. The bid quantities of "Removing Concrete (Retaining Walls)" and "Class C Concrete (Misc.)" also do not match the quantities shown on the plan.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
530-6005	DRIVEWAYS (ACP)	920	SY
100-6001	PREPARING ROW – PEC POND	1	LS

This Change Order results in a net increase of $112,306.36 to the Contract amount, for an adjusted Contract total of $13,382,564.46. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $112,306.36 has been added to the Contract, resulting in an 0.85% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Feng Chen

Back-up for Following Change Order Items for SJSE: 132-6003; 247-6044; 260-6002; 260-6027; 310-6001

see next page for updated quantities from the dsigner for SJSE

Subject: RE: 1812-282 Seward Junction - RFI #4

From: Taryn Ficke, EIT <Taryn.Ficke@aguirre-fields.com>
Sent: Tuesday, July 23, 2019 6:14 PM
To: Eddie R. Church <erchurch@HNTB.com>; 62811_1812-282_SewardJunction <62811_1812-282_SewardJunction@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; James Klotz <jklotz@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Steven Shull <sshull@HNTB.com>; Feng Chen <fechen@HNTB.com>
Cc: David J. Lubitz, P.E. <Dave.Lubitz@aguirre-fields.com>; John Mutchler, P.E. <John.Mutchler@aguirre-fields.com>
Subject: FW: 1812-282 Seward Junction - RFI #4

Eddie,
The missing quantities requested are filled in below and the RFI #4 response is attached.
I removed the quantities for Lime Slurry and Lime TRT Exist Material. I did not see 8" of lime treated subgrade on the Seward Junction Southwest pavement section detail nor did they have it I the quantities below.
We only had it added in because of direction from Mark Cissell back when we were coming up with quantities for the alternative bid.

Let us know if you need anything else.
Taryn

Taryn Ficke, EIT

AGUIRRE & FIELDS
ENGINEERING INNOVATORS

12708 Riata Vista Circle, Suite A-109, Austin, TX, 78727
D: (512) 609-1518 M: (512) 217-8135 T: (512) 610-8900
www.aguirre-fields.com

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Monday, July 22, 2019 4:05 PM
To: Taryn Ficke, EIT <Taryn.Ficke@aguirre-fields.com>
Cc: 62811_1812-282_SewardJunction <62811_1812-282_SewardJunction@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; James Klotz <jklotz@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Steven Shull <sshull@HNTB.com>; Feng Chen <fechen@HNTB.com>; David J. Lubitz, P.E. <Dave.Lubitz@aguirre-fields.com>
Subject: FW: 1812-282 Seward Junction - RFI #4

Taryn,

Thank you for your response. Please provide the quantities for the yellow items below. Cross-sections do not have to be run. Hand calculations are sufficient.

Also, please provide an official response to RFI #4. I have attached a pdf of the SJSW concrete pavement typical sections, for your reference.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY			UNIT MEASURE
			SEWARD JUNCTION SOUTHWEST	SEWARD JUNCTION SOUTHWEST CROSSOVER @ U.S. 183	SEWARD JUNCTION SOUTHEAST	
ALTERNATE 2 - RIGID PAVEMENT						
236	110-6001	EXCAVATION (ROADWAY)	35928	1817	26320	CY
237	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	19275		4989	CY
238	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	18264	1847	8381	CY
239	260-6002	LIME (HYDRATED LIME (SLURRY))			0	TON
240	260-6027	LIME TRT (EXST MATL) (8")			0	SY
241	310-6001	PRIME COAT (MULTI OPTION)	10399	1006	4347	GAL
242	316-6193	AGGR(TY-D GR-5 SAC-B)	34	30		CY
243	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	1383	1233		GAL
244	341-6008	D-GR HMA TY-B PG64-22	4567	1639	0	TON
245	341-6027	D-GR HMA TY-C SAC-B PG70-22	631	563		TON
246	341-6038	D-GR HMA TY-D SAC-B PG64-22			1493	TON
247	360-6005	CONC PVMT (CONT REINF - CRCP) (11")	41104		23842	SY
248	529-6002	CONC CURB (TY II)	7083		5709	LF
249	529-6008	CONC CURB & GUTTER (TY II)	1030		0	LF
250	529-6032	CONCRETE GUTTER (MODIFIED)	895			LF
251	530-6004	DRIVEWAYS (CONC)	1864		2075	SY

Thank you,

Eddie R. Church, PE
Project Manager
CELEBRATING 25th OFFICE ANNIVERSARY IN AUSTIN
AND MORE THAN 100 YEARS IN THE REGION
Tel (512) 527-6723 Email erchurch@hntb.com

From: Taryn Ficke, EIT [mailto:Taryn.Ficke@aguirre-fields.com]
Sent: Monday, July 22, 2019 1:48 PM
To: Clayton Weber <cweber@HNTB.com>
Cc: 62811_1812-282_SewardJunction <62811_1812-282_SewardJunction@HNTB.com>; 61272_SewardJunctionSE <61272_SewardJunctionSE@HNTB.com>; James Klotz <jklotz@HNTB.com>; Steven Shull <sshull@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; Feng Chen <fechen@HNTB.com>; John Mutchler, P.E. <John.Mutchler@aguirre-fields.com>
Subject: RE: 1812-282 Seward Junction - RFI #4

Clayton,
I have reviewed our calculations and the numbers you have below appear to be correct for this level of accuracy.
Let me know if I can help in any other way.

Taryn

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 4 **DATE:** 6/4/19

PROJECT: Seward Junction Improvements
Wilco No. 1812-282

RESPONSE REQUESTED BY DATE: ASAP

TO: HNTB: Eddie Church

REFERENCE: Proposed Typical Section

PROBLEM:

As the quantity matches the sections, JFC is currently under the assumption that the typical representing CRCP indicated as Detail "A-1" and "C-1" on the enclosed plan sheet will be the proposed typical for the Southwest including CR 263 and Falcon Ln and the Southeast including CR 266. Also, CR 213 including SH 29 will be the typical representing HMAC indicated as Detail "D" on the enclosed plan sheet, and the South including the US 183 crossover will be the typical representing HMAC indicated as Detail "A" on the enclosed plan sheet.. JFC requests clarification regarding the proposed typical sections to be constructed throughout the project.

RECOMMENDED SOLUTION:

JC Kindel	N/A
Originator	Supervisor

RESPONSE:

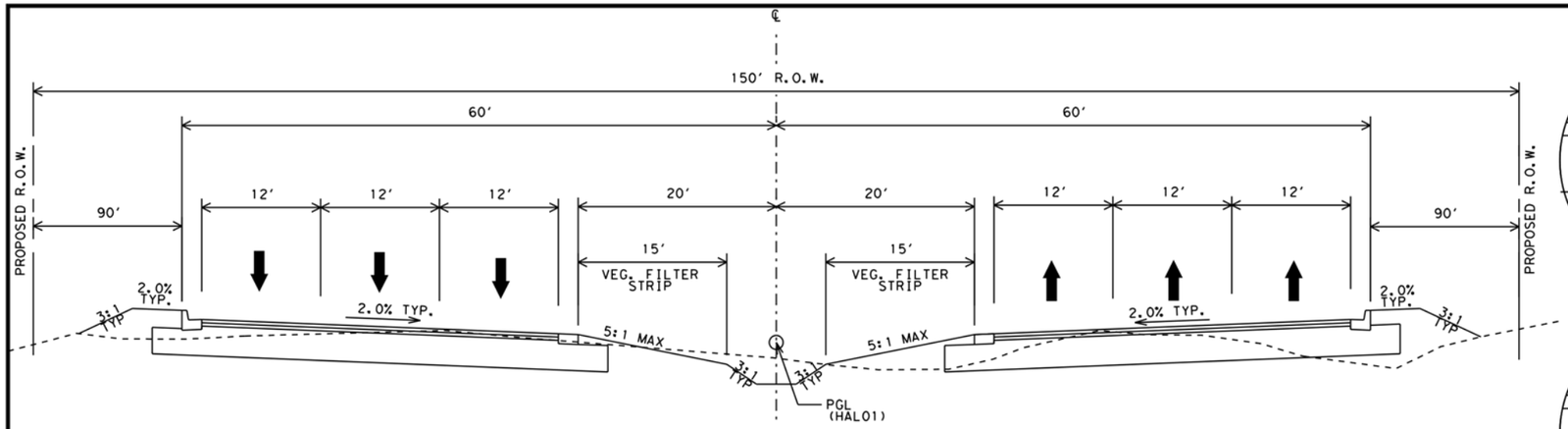
The typical concrete section for Seward Junction Southeast will be the same as Seward Junction Southwest : 11" CRCP, 1" HMA Type B (PG 64-22), Prime Coat & 12" Flexbase per Detail A-1 and D-1 in the Southwest plans and part of this document.

	7/23/2019
Responder	Date

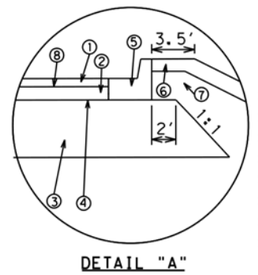
Sign, Date & Return to HNTB **via e-mail**.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd. Suite 100
Round Rock, Texas 78664

Attachments to RFI: 3
Cc:



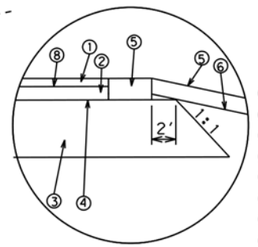
PROPOSED SEWARD JUNCTION SW ULTIMATE TYPICAL SECTION



DETAIL "A"

KEY

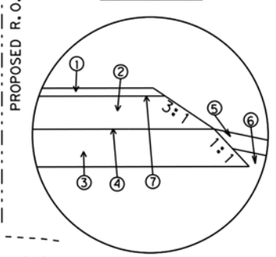
① 2" HMAC TYPE C (PG 70-22)
② 6" HMAC TYPE B (PG 64-22) (2 EQ. LIFTS)
③ 14" FLEXIBLE BASE (2 EQ. LIFTS)
④ PRIME COAT
⑤ TY II CURB AND GUTTER (8" THICK)
⑥ 4" TOPSOIL & SEEDING
⑦ EMBANKMENT (ORD COMP)(TY C)
⑧ UNDERSEAL (SEE GENERAL NOTES)



DETAIL "B"

KEY

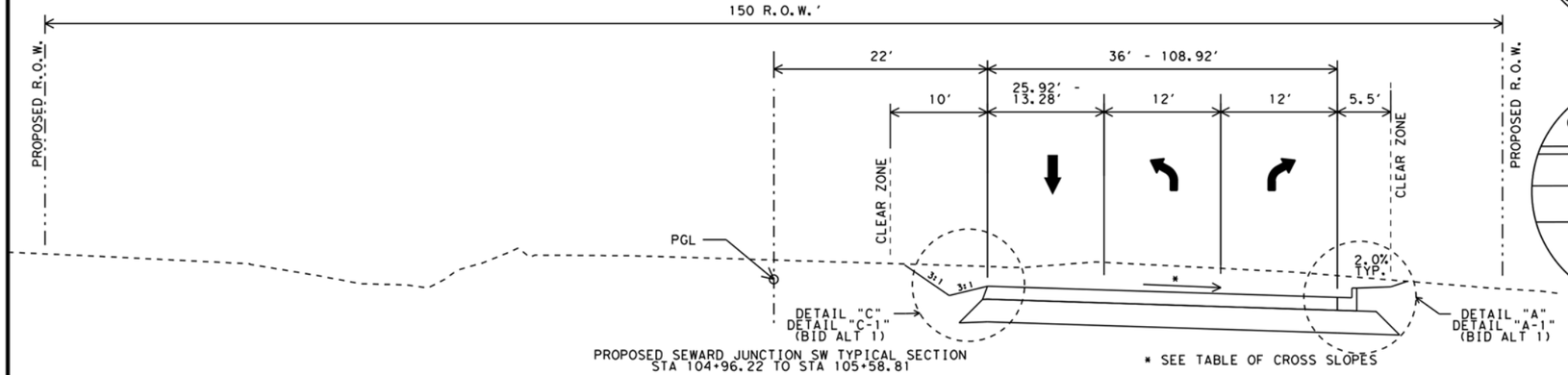
① 2" HMAC TYPE C (PG 70-22)
② 6" HMAC TYPE B (PG 64-22) (2 EQ. LIFT
③ 14" FLEXIBLE BASE (2 EQ. LIFTS)
④ PRIME COAT
⑤ 24" RIBBON CURB (8" THICK)
⑥ 4" TOPSOIL & SEEDING
⑦ EMBANKMENT (ORD COMP)(TY C)
⑧ UNDERSEAL (SEE GENERAL NOTES)



DETAIL "C"

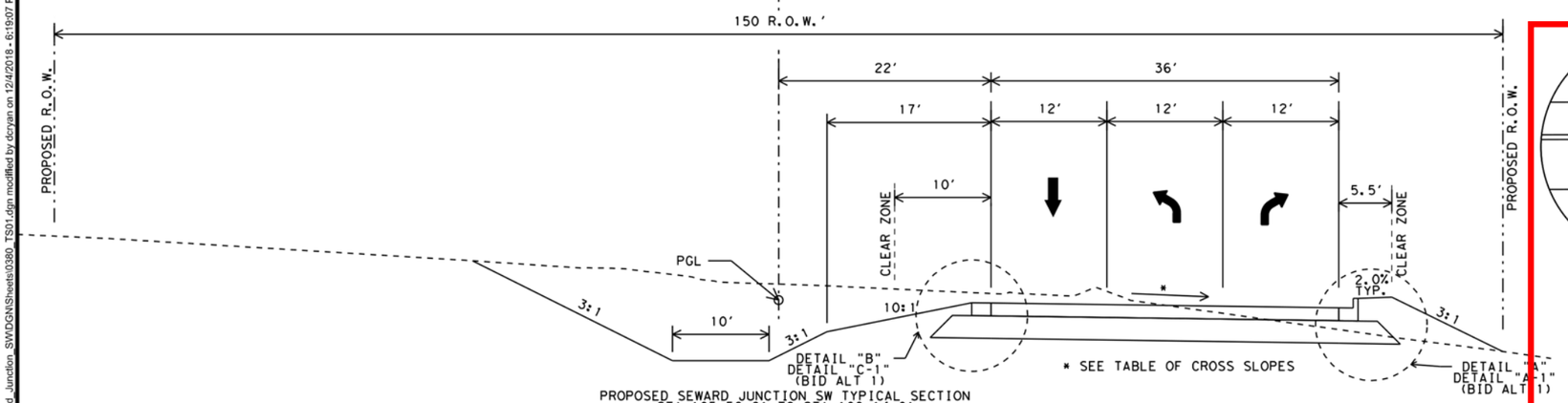
KEY

① 2" HMAC TYPE C (PG 70-22)
② 6" HMAC TYPE B (PG 64-22) (2 EQ. LIFTS)
③ 14" FLEXIBLE BASE (2 EQ. LIFTS)
④ PRIME COAT
⑤ 4" TOPSOIL & SEEDING
⑥ EMBANKMENT (ORD COMP)(TY C)
⑦ UNDERSEAL (SEE GENERAL NOTES)



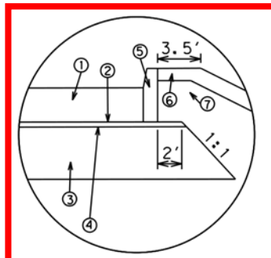
PROPOSED SEWARD JUNCTION SW TYPICAL SECTION
STA 104+96.22 TO STA 105+58.81

* SEE TABLE OF CROSS SLOPES



PROPOSED SEWARD JUNCTION SW TYPICAL SECTION
STA 105+58.81 TO STA 108+14.01

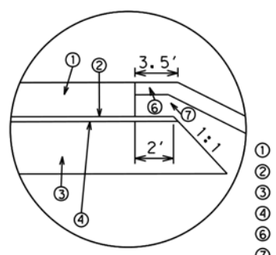
* SEE TABLE OF CROSS SLOPES



DETAIL "A-1"

KEY

① 11" CRCP
② 1" HMAC TYPE B (PG 64-22)
③ 12" FLEXIBLE BASE (2 EQ. LIFTS)
④ PRIME COAT
⑤ TY II CURB (T = 11")
⑥ 4" TOPSOIL & SEEDING
⑦ EMBANKMENT (ORD COMP)(TY C)



DETAIL "C-1"

KEY

① 11" CRCP
② 1" HMAC TYPE B (PG 64-22)
③ 12" FLEXIBLE BASE (2 EQ. LIFTS)
④ PRIME COAT
⑥ 4" TOPSOIL & SEEDING
⑦ EMBANKMENT (ORD COMP)(TY C)

REV. NO.	BY	DATE	REVISION DESCRIPTION

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
12/4/2018

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW
TYPICAL SECTIONS
SHEET 1 OF 7

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	12/4/2018
SHEET NUMBER	20 OF 266

X:\Projects\0380-WilliamsonCounty_Seward_Junction_SW\DGN\Sheets\0380_TS01.dgn modified by dcryan on 12/4/2018 - 6:19:07 PM

Back-up for the following Change Order Item for SJSE: 530-6004 and 530-6005

SUMMARY OF DRIVEWAY QUANTITIES

ITEM	400	432	529	530	530
DESC CODE	6006	6001	6008	6004	6005
DESCRIPTION	CUT & RESTORING PAV	RIPRAP (CONC)(4 IN)	CONC CURB & GUTTER (TY II)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)
UNIT	SY	CY	LF	SY	SY
CR 259					
DW179+63R				125	
DW180+73R					68
DW181+59L		7	235	143	
DW184+59L		2	155	136	
DW187+59L		1	168	433	
DW190+58L		2	155	136	
DW202+68R					323
DW207+36L				182	
DW209+86L			73		193
SUBTOTAL		**12**	**786**	**1155**	**584**
CR 266					
DW249+63R					
DW252+45R					
DW254+91R					70
DW259+71R					
DW261+92R					166
STA 257+50.00 to STA 262+50.00	11				
DW264+37R	8				
DW266+39R	15				
DW266+74R					100
SUBTOTAL	**34**				**336**
PROJECT TOTALS	**34**	**12**	**786**	**1155**	**920**

Asphalt driveways were incorrectly quantified as concrete driveways in the original bid. There is not a bid item for asphalt driveway. Per discussion with the contractor, we agree with paying the Driveway(ACP) bid price in bid Alternate #1 ($40/SY)

NO.	DATE	REVISIONS	RECOM'D

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AGUIRRE & FIELDS LP
ENGINEERS AND PLANNERS
TBPE FIRM REGISTRATION • 739

SEWARD JUNCTION SOUTHEAST

SUMMARY OF DRIVEWAY QUANTITIES

DN: RAW	FED.RD. DIV.NO.	STATE	PROJECT NO.		HIGHWAY NO.
CK DN: JRM	6	TEXAS			259/266
DW: TJR	STATE DIST.NO.	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.		SHEET NO.
CK DW: JRM	AUS	WILLIAMSON			20

DATE: 1/21/2018
DRAWING FILE: I:\26901-1\CADD\GENERAL\269011GSDR01.dgn

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1812-282 SEWARD JUNCTION IMPROVEMENTS **BIDDER:** Jordan Foster Construction

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BASE BID

ALTERNATE 1 - FLEXIBLE PAVEMENT

The final contract will include only one pavement alternate (Alternate 1, 2, or 3). These items will be in addition to the base bid.

Spec.	BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY TOTAL	UNIT MEASURE	UNIT COST	AMOUNT BID
TxDOT	225	110-6001	EXCAVATION (ROADWAY)	58350	CY	$ 6.00	$ 350,100.00
TxDOT	226	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	25760	CY	$ 9.00	$ 231,840.00
TxDOT	227	247-6044	FL BS(CMP IN PLC)(TY A GR 4)(FNAL POS)	32065	CY	$ 27.00	$ 865,755.00
TxDOT	228	260-6002	LIME (HYDRATED LIME (SLURRY))	349	TON	$ 160.00	$ 55,840.00
TxDOT	229	260-6006	LIME TRT (EXST MATL) (6")	25768	SY	$ 2.50	$ 64,420.00
TxDOT	230	310-6001	PRIME COAT (MULTI OPTION)	14847	GAL	$ 3.90	$ 57,903.30
TxDOT	231	316-6005	ASPH(TIER II)	7404	GAL	$ 3.15	$ 23,322.60
TxDOT	232	316-6193	AGGR(TY-DGR-5 SAC-B)	508	CY	$ 90.00	$ 45,720.00
TxDOT	233	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	12975	GAL	$ 3.15	$ 40,871.25
TxDOT	234	341-6008	D-GR HMA TY-B PG64-22	23763	TON	$ 59.00	$ 1,402,017.00
TxDOT	235	341-6027	D-GR HMA TY-C SAC-B PG70-22	8594	TON	$ 78.00	$ 670,332.00
TxDOT	236	529-6008	CONC CURB & GUTTER (TY II)	14812	LF	$ 12.90	$ 191,074.80
TxDOT	237	530-6004	DRIVEWAYS (CONC)	3109	SY	$ 75.00	$ 233,175.00
TxDOT	238	530-6005	DRIVEWAYS (ACP)	920	SY	$ 40.00	$ 36,800.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.							
						ALTERNATE 1 SUB-TOTAL AMOUNT	$ 4,269,170.95

per discussion with the contractor, we agreed with using the bid price in Alternate #1 to pay asphalt driveway

[1]Refer to the Technical Specifications section for a description of the specific reference number.

Back-up for the following Change Order items for SJSW: 341-6008; 341-6038

** 8" GUTTER THICKNESS

SUMMARY OF ROADWAY ITEMS

ROADWAY PLAN & PROFILE SHEET NO.	LOCATION	100 6002 PREPARING ROW	106 6002 OBLITERATING ABANDONED ROAD	110 6001 EXCAVATION (ROADWAY)	132 6003 EMBANKMENT (FINAL)(ORD COMP)(TY B)	247 6044 FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	310 6001 PRIME COAT (MULTI OPTION)	316 6413 ASPH(AC-15P, HFRS-2P OR CRS-2P)	316 6193 AGGR(TY-D GR-5 SAC-B)	341 6008 D-GR HMA TY-B PG64-22	341 6027 D-GR HMA TY-C SAC-B PG70-22	360 6005 CONC PVMT (CONT REINF - CRCP) (11")	529 6002 CONC CURB (TY II)	529 6008 ** CONC CURB & GUTTER (TY II)	529 6032 CONCRETE GUTTER (MODIFIED)	530 6004 DRIVEWAYS (CONC)	552 6001 WIRE FENCE (TY A)
		STA	SY	CY	CY	CY	GAL	GAL	CY	TON	TON	SY	LF	LF	LF	SY	LF
1 OF 8	SEWARD JUNCTION SW BEGIN TO STA 113+00.00	8.2		8,461	180	1,760	753	934	23	1,294	429			767	703		
2 OF 8	SEWARD JUNCTION SW STA 113+00.00 TO STA 123+00.00	10		2,106	4,158	1,974	809	1,012	25	1,396	465			1,017	1,006		
3 OF 8	SEWARD JUNCTION SW STA 123+00.00 TO STA 133+00.00	10		3,944	718	2,183	937	1,171	28	1,616	539			820	1,000	621	
4 OF 8	SEWARD JUNCTION SW STA 133+00.00 TO STA 143+00.00	10		740	5,056	2,115	901	1,126	27	1,554	518			830	996	551	
5 OF 8	SEWARD JUNCTION SW STA 143+00.00 TO STA 153+00.00	10		1,598	3,193	2,391	1,039	1,299	31	1,793	598			850	1,009	593	
6 OF 8	SEWARD JUNCTION SW STA 153+00.00 TO STA 163+00.00	10		5,363	2,399	2,546	1,145	1,394	34	1,949	638			939	579	190	
7 OF 8	SEWARD JUNCTION SW STA 163+00.00 TO STA 173+00.00	10		6,836	715	3,992	1,720	2,133	52	2,955	980			1,465	1,805		
8 OF 8	SEWARD JUNCTION SW STA 173+00.00 TO END	4.6		311	565	2,255	992	1,240	30	1,711	570			1,383	292		
1 OF 1	CR 213 BEGIN TO END	2.6		1,278	80	422	210	239	6	346	108						
1 OF 1	CR 263 STA 10+00.00 TO STA 14+60.32	3.9		53	2,159	1,489	622	774	19	1,071	356			745	639		
1 OF 1	FALCON LANE STA 10+00.00 TO STA 12+68.59	2.6		185	185	471	187	233	6	322	107			287	256		
1 OF 1	SH 29 ROADWAY PLAN	10.8		339	228	237	180	188	5	238	83						
1 OF 2	REMOVAL PLAN		1,695														
2 OF 2	REMOVAL PLAN		4,613														
1 OF 3	CHANNEL GRADING PLAN - OUTFALL F			1,020	159												
2 OF 3	CHANNEL GRADING PLAN - OUTFALL E			144	20												
3 OF 3	CHANNEL GRADING PLAN - OUTFALL A			1,375	569												
	BASE BID TOTALS:	92.7	6,308	33,752	20,386	21,837	9,494	11,742	285	16,244	5,391	0	0	9,103	8,285	1,954	1,800
1 OF 8	SEWARD JUNCTION SW BEGIN TO STA 113+00.00	8.2		8,654	212	1,602	941	0	0	270	0	4,167	767	0	0		
2 OF 8	SEWARD JUNCTION SW STA 113+00.00 TO STA 123+00.00	10		2,157	4,014	1,717	1,008	0	0	289	0	4,421	1,018	0	0		
3 OF 8	SEWARD JUNCTION SW STA 123+00.00 TO STA 133+00.00	10		4,171	663	1,925	1,133	0	0	325	0	5,054	824	0	0	593	
4 OF 8	SEWARD JUNCTION SW STA 133+00.00 TO STA 143+00.00	10		995	4,654	1,863	1,096	0	0	314	0	4,873	835	0	0	527	
5 OF 8	SEWARD JUNCTION SW STA 143+00.00 TO STA 153+00.00	10		2,267	2,793	2,103	1,239	0	0	356	0	5,574	855	0	0	566	
6 OF 8	SEWARD JUNCTION SW STA 153+00.00 TO STA 163+00.00	10		5,596	2,280	2,233	1,313	0	0	377	0	5,808	942	0	0	178	
7 OF 8	SEWARD JUNCTION SW STA 163+00.00 TO STA 173+00.00	10		7,302	721	3,507	2,062	0	0	592	0	9,153	1,465	0	0		
8 OF 8	SEWARD JUNCTION SW STA 173+00.00 TO END	4.6		392	540	764	451	0	0	130	0	2,054	377	0	0		
1 OF 1	CR 213 BEGIN TO END	2.6		1,278	80	422	210	239	6	346	108						
1 OF 1	CR 263 STA 10+00.00 TO STA 14+60.32	3.9		53	2,159	1,467	617	767	19	1,062	353			741	639		
1 OF 1	FALCON LANE STA 10+00.00 TO STA 12+68.59	2.6		185	185	471	187	233	6	322	107			289	256		
1 OF 1	SH 29 ROADWAY PLAN	10.8		339	228	188	142	143	3	185	63						
1 OF 2	REMOVAL PLAN		1,695														
2 OF 2	REMOVAL PLAN		4,613														
1 OF 3	CHANNEL GRADING PLAN - OUTFALL F			1,020	159												
2 OF 3	CHANNEL GRADING PLAN - OUTFALL E			144	20												
3 OF 3	CHANNEL GRADING PLAN - OUTFALL A			1,375	569												
	BID ALTERNATE TOTALS:	92.7	6,308	35,928	19,275	18,264	10,399	1,383	34	4,567	631	41,104	7,083	1,030	895	1,864	1,800

1" bond breaker is changed from Type B HMAC to Type D HMAC. Total = 2653 tons

REV. NO.	BY	DATE	REVISION DESCRIPTION

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

ROADWAY QUANTITIES

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	12/4/2018
SHEET NUMBER	13 OF 266

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BID FORM
WILLIAMSON COUNTY, TEXAS

Back-up for the following Change Order item for SJSW: 529-6032

PROJECT: 1812-282 SEWARD JUNCTION IMPROVEMENTS **BIDDER:** Jordan Foster Construction

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

Item 101 and Item 253 are duplicate. Item #253 has the correct quantities. Item 101 is deleted with this change order.

BASE BID

Spec.	BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY TOTAL	UNIT MEASURE	UNIT COST	AMOUNT BID
TxDOT	94	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	5795	LF	$ 2.15	$ 12,459.25
TxDOT	95	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	5795	LF	$ 0.50	$ 2,897.50
TxDOT	96	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	13813	LF	$ 3.90	$ 53,870.70
TxDOT	97	506-6042	BIODEG EROSN CONT LOGS (INSTL) (18")	90	LF	$ 4.50	$ 405.00
TxDOT	98	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	13903	LF	$ 0.50	$ 6,951.50
TxDOT	99	508-6001	CONSTRUCTING DETOURS	2690	SY	$ 80.00	$ 215,200.00
TxDOT	100	529-6008	CONC CURB & GUTTER (TY II)	1006	LF	$ 19.00	$ 19,114.00
TxDOT	101	529-6032	CONCRETE GUTTER (MODIFIED)	8285	LF	$ 11.75	$ 97,348.75
TxDOT	102	529-6038	CONC CURB (RIBBON)	1188	LF	$ 15.50	$ 18,414.00
TxDOT	103	540-6001	MTL W-BEAM GD FEN (TIM POST)	325	LF	$ 22.00	$ 7,150.00
TxDOT	104	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	8	EA	$ 1,450.00	$ 11,600.00
TxDOT	105	542-6001	REMOVE METAL BEAM GUARD FENCE	100	LF	$ 2.00	$ 200.00
TxDOT	106	544-6001	GUARDRAIL END TREATMENT (INSTALL)	9	EA	$ 2,600.00	$ 23,400.00
TxDOT	107	544-6003	GUARDRAIL END TREATMENT (REMOVE)	1	EA	$ 150.00	$ 150.00
TxDOT	108	550-6001	CHAIN LINK FENCE (INSTALL) (6')	343	LF	$ 23.00	$ 7,889.00
TxDOT	109	550-6006	GATE (REMOVE)	1	EA	$ 550.00	$ 550.00
TxDOT	110	550-6011	CHAIN LINK FENCE GATE (INSTALL)(6'X4')	6	EA	$ 370.00	$ 2,220.00
TxDOT	111	550-6020	CHAIN LINK FENCE (INSTALL) (4')	380	LF	$ 20.00	$ 7,600.00
TxDOT	112	552-6001	WIRE FENCE (TY A)	1800	LF	$ 9.50	$ 17,100.00
TxDOT	113	552-6003	WIRE FENCE (TY C)	3945	LF	$ 8.70	$ 34,321.50
TxDOT	114	552-6004	WIRE FENCE (TY D)	188	LF	$ 12.00	$ 2,256.00
TxDOT	115	552-6005	GATE (TY 1)	1	EA	$ 1,000.00	$ 1,000.00
TxDOT	116	560-6011	MAILBOX INSTALL-S (TWW-POST) TY 4	1	EA	$ 180.00	$ 180.00
TxDOT	117	560-6012	MAILBOX INSTALL-D (TWW-POST) TY 4	1	EA	$ 210.00	$ 210.00
TxDOT	118	618-6053	CONDT (PVC) (SCH 80) (3")	1920	LF	$ 15.00	$ 28,800.00
TxDOT	119	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	2568	LF	$ 30.00	$ 77,040.00
TxDOT	120	624-6002	GROUND BOX TY A (122311)W/APRON	16	EA	$ 850.00	$ 13,600.00
TxDOT	121	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	10	EA	$ 500.00	$ 5,000.00
TxDOT	122	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	1	EA	$ 485.00	$ 485.00
TxDOT	123	644-6017	IN SM RD SN SUP&AM TY10BWG(2)SA(P)	4	EA	$ 745.00	$ 2,980.00
TxDOT	124	644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	4	EA	$ 680.00	$ 2,720.00

[1]Refer to the Technical Specifications section for a description of the specific reference number.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1812-282 SEWARD JUNCTION IMPROVEMENTS **BIDDER:** Jordan Foster Construction

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BASE BID

ALTERNATE 2 - RIGID PAVEMENT

The final contract will include only one pavement alternate (Alternate 1, 2, or 3). These items will be in addition to the base bid.

Spec.	BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY TOTAL	UNIT MEASURE	UNIT COST	AMOUNT BID
TxDOT	239	110-6001	EXCAVATION (ROADWAY)	**64065**	CY	$ 5.35	$ 342,747.75
TxDOT	240	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	**19275**	CY	$ 9.00	$ 173,475.00
TxDOT	241	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	**20111**	CY	$ 28.00	$ 563,108.00
TxDOT	242	260-6002	LIME (HYDRATED LIME (SLURRY))	**435**	TON	$ 158.00	$ 68,730.00
TxDOT	243	260-6027	LIME TRT (EXST MATL) (8")	**25768**	SY	$ 2.50	$ 64,420.00
TxDOT	244	310-6001	PRIME COAT (MULTI OPTION)	**11405**	GAL	$ 4.00	$ 45,620.00
TxDOT	245	316-6193	AGGR(TY-D GR-5 SAC-B)	**64**	CY	$ 140.00	$ 8,960.00
TxDOT	246	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	**2616**	GAL	$ 3.75	$ 9,810.00
TxDOT	247	341-6008	D-GR HMA TY-B PG64-22	**6206**	TON	$ 64.00	$ 397,184.00
TxDOT	248	341-6027	D-GR HMA TY-C SAC-B PG70-22	**1194**	TON	$ 97.00	$ 115,818.00
TxDOT	249	341-6038	D-GR HMA TY-D SAC-B PG64-22	**1493**	TON	$ 78.00	$ 116,454.00
TxDOT	250	360-6005	CONC PVMT (CONT REINF - CRCP) (11")	**64946**	SY	$ 58.75	$ 3,815,577.50
TxDOT	251	529-6002	CONC CURB (TY II)	**12792**	LF	$ 5.50	$ 70,356.00
TxDOT	252	529-6008	CONC CURB & GUTTER (TY II)	**1030**	LF	$ 11.50	$ 11,845.00
TxDOT	253	529-6032	CONCRETE GUTTER (MODIFIED)	**895**	LF	$ 16.00	$ 14,320.00
TxDOT	254	530-6004	DRIVEWAYS (CONC)	**3939**	SY	$ 68.00	$ 267,852.00
	NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
						ALTERNATE 2 SUB-TOTAL AMOUNT	$ 6,086,277.25

[1]Refer to the Technical Specifications section for a description of the specific reference number.

ITEM CODE			ITEM NO.	DESCRIPTION	UNIT	TOTAL	
ITEM NO.	DESC. CODE	SP NO.				EST.	FINAL
100	6001		1	PREPARING ROW	AC	1	
104	6024		2	REMOVING CONC (RETAINING WALLS)	SY	880	
104	6028		3	REMOVING CONC (MISC)	EA	1	
104	6031		4	REMOVING CONC (HEADWALL)	CY	2	
110	6003		5	EXCAVATION (SPECIAL)	CY	2006	
132	6003		6	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	385	
164	6003		7	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	2845	
170	6001		8	IRRIGATION SYSTEM	LS	1	
420	6074		9	CL C CONC (MISC)	CY	104	
423	6008		10	RETAINING WALL (CAST - IN - PLACE)	SF	540	
432	6002		11	RIPRAP (CONC)(5 IN)	CY	31	
432	6024		12	RIPRAP (STONE COMMON)(DRY)(12 IN)	CY	25	
464	6001		13	RC PIPE (CL III)(12 IN)	LF	38	
467	6326		14	SET (TY II) (12 IN) (RCP) (6: 1) (P)	EA	1	
496	6016		15	REMOV STR (PIPE)	EA	1	
496	6100		16	REMOVE STR (GABION)	LF	128	
500	6001		17	MOBILIZATION	LS	1	
506	6038		18	TEMP SEDMT CONT FENCE (INSTALL)	LF	210	
506	6039		19	TEMP SEDMT CONT FENCE (REMOVE)	LF	210	
506	6002		20	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	15	
506	6011		21	ROCK FILTER DAMS (REMOVE)	LF	15	
506	6021		22	CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	88	
506	6024		23	CONSTRUCTION EXITS (REMOVE)	SY	88	
550	6003		24	CHAIN LINK FENCE (REMOVE)	LF	476	
550	6006		25	GATE (REMOVE)	EA	2	
550	6011		26	CHAIN LINK FENCE GATE (INSTALL)(6'X4')	EA	6	
550	6020		27	CHAIN LINK FENCE (INSTALL) (4')	LF	380	
5009	6002		28	STONE MASONRY (ROCK WALL)	SF	2471	
WC9040			29	CONTECH 8'X22' STORMFILTER	EA	1	

Back-up for the following Change Order items for PEC pond: 100-6001; 104-6024; 132-6003; 420-6074

This quantity is not included in the bid.

This quantity is entered incorrectly on bid tab. Bid quantity was 356 SY

This quantity is not included in the bid.

This quantity is entered incorrectly on bid tab. Bid quantity was 139 CY

DATE: 1/10/2019 5:15:21 PM
FILE: P:\22000-22999\22568 Aguirre-Fields PEC Pond\CAD\Plans\03_QUANTITIES.dwg

STATE OF TEXAS
CURTIS R. STEGER
87905
REGISTERED PROFESSIONAL ENGINEER
11/01/19

WILLIAMSON COUNTY
1848

© 2018

STEGER BIZZELL
F-181 22568

PEC POND RECONSTRUCTION

QUANTITIES

DS:	CK:	CONT	SECT	JOB	HIGHWAY
		----	--	---	CR 259
DW:	CK:	DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		3

Back-up for the following Change Order item for PEC pond: 100-6001

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

November 22, 2019

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the requested unit price for the work of preparing the ROW at the PEC Pond on the above referenced project.

Item 100-6002	PREPARING ROW (PEC POND)					
Contractor Cost per Unit				$43,266.11		
Approx.	1	AC	@	$43,266.11	=	$43,266.11

The cost breakdown is enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Prepare ROW
Located at PEC Pond

Estimated Quantity 1 AC

LABOR:

		Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Spot Existing Utility									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	2.00	=	$ 128.70
1	Backhoe Operator	18.00	6.75	13.61	6.19	44.55	2.00	=	$ 89.10
1	Utility Laborer	16.00	6.00	12.10	5.50	39.60	2.00	=	$ 79.20
									$ 297.00
Strip Topsoil									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	4.00	=	$ 257.40
1	Motorgrader Operator	26.00	9.75	19.66	8.94	64.35	4.00	=	$ 257.40
1	Scraper Operator	22.00	8.25	16.64	7.56	54.45	4.00	=	$ 217.80
									$ 732.60
Remove Existing Landscaping									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	4.00	=	$ 257.40
1	Excavator Operator	23.00	8.63	17.39	7.91	56.93	4.00	=	$ 227.70
									$ 485.10
Remove Existing Trees									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	8.00	=	$ 514.80
1	Excavator Operator	23.00	8.63	17.39	7.91	56.93	8.00	=	$ 455.40
1	Loader Operator	19.50	7.31	14.75	6.70	48.26	8.00	=	$ 386.10
									$ 1,356.30
Remove Existing Perimeter Chain Link Fence									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	4.00	=	$ 257.40
1	Loader Operator	19.50	7.31	14.75	6.70	48.26	4.00	=	$ 193.05
5	Common Laborer	16.00	6.00	12.10	5.50	39.60	4.00	=	$ 792.00
									$ 1,242.45
Remove Existing Stone Bricks									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	16.00	=	$ 1,029.60
1	Forklift Operator	19.50	7.31	14.75	6.70	48.26	16.00	=	$ 772.20
18	Utility Laborer	18.50	6.94	13.99	6.36	45.79	16.00	=	$ 13,186.80
									$ 14,988.60
Remove Existing Splitter Box									
Name									
1	Foreman	26.00	9.75	19.66	8.94	64.35	24.00	=	$ 1,544.40
1	Excavator Operator	23.00	8.63	17.39	7.91	56.93	24.00	=	$ 1,366.20
1	Loader Operator	19.50	7.31	14.75	6.70	48.26	24.00	=	$ 1,158.30
									$ 4,068.90

SUBCONTRACTOR:

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			Total Cost
Dumpster	3.00	EA	260.00	13.00	273.00		=	$ 819.00
								$ 819.00

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			Total Cost
Backhoe, Deere 310G	2.00	HR	30.11	4.52	34.63		=	$ 69.25
Motorgrader, Caterpillar 140M	4.00	HR	106.47	15.97	122.44		=	$ 489.76
Scraper, Caterpillar 623G	4.00	HR	319.38	47.91	367.29		=	$ 1,469.15
Excavator, Caterpillar 330D	36.00	HR	160.35	24.05	184.40		=	$ 6,638.49
Loader, Caterpillar 938K	36.00	HR	160.35	24.05	184.40		=	$ 6,638.49
Forklift, Caterpillar TL943C	16.00	HR	51.78	7.77	59.55		=	$ 952.75
Pickup	62.00	HR	20.84	3.13	23.97		=	$ 1,485.89
Dump Truck	12.00	HR	80.00	12.00	92.00		=	$ 1,104.00
								$ 18,847.79

SUBTOTAL COST			$ 42,837.74
Bond Cost	1%		$ 428.38
TOTAL COST			$ 43,266.11
UNIT PRICE		**$43,266.11 /AC**	

Commissioners Court - Regular Session **67.**

Meeting Date: 02/25/2020

Williamson County Long-Range Transportation Plan Update

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The attached amendments are recommended by staff. Several adjustments have been made to the proposed arterial and corridor networks in the Jarrell area to accommodate incoming plats, ROW dedications, and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor Map

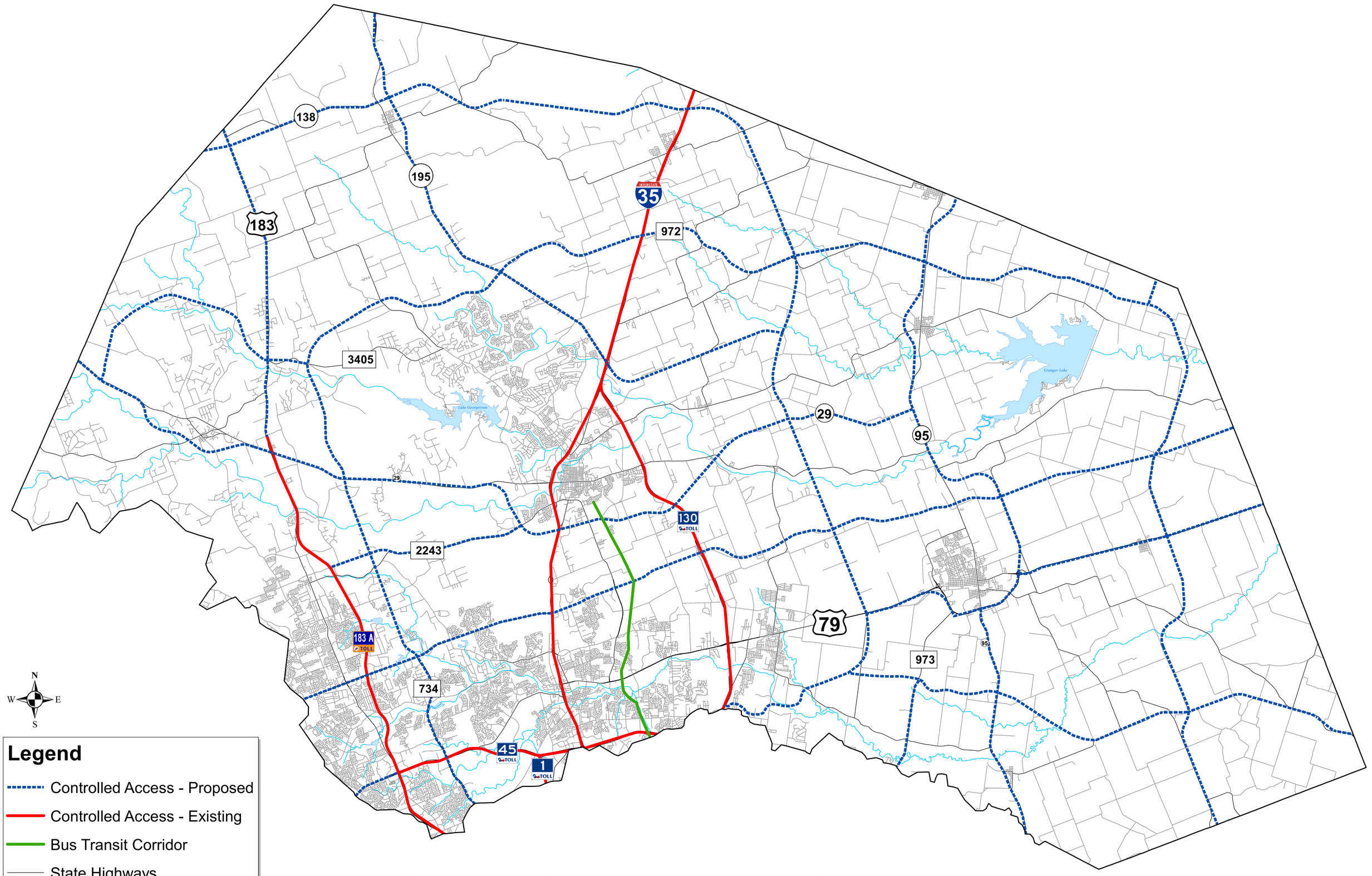
Arterial Update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 12:01 PM
Form Started By: Dawn Haggard		Started On: 02/19/2020 12:23 PM
Final Approval Date: 02/20/2020		

2/20/2020

Conceptual Map of Proposed Controlled Access Facilities



Legend

- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor
- State Highways
- Non-State Roads

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Conceptual Map of Proposed Arterial Facilties - Jarrell

Legend

- Controlled Access - Existing and Proposed
- Arterial - Proposed
- State Highways
- Non-State Roads

N / W / E / S

0 0.75 1.5 3 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

2/20/2020

Commissioners Court - Regular Session **68.**

Meeting Date: 02/25/2020

CR 258 - THC Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 258 project, a project in Commissioner Pct. 2. P:277 Funding Source: Road Bond

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 258 needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 Historical Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:57 AM
Form Started By: Dawn Haggard		Started On: 02/20/2020 09:40 AM
Final Approval Date: 02/20/2020		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Cultural Resources Survey of County Road (CR) 258 from U.S. Highway 183 to Sunset Ridge Roadway in west Williamson County, Texas
County (ies) Williamson
USGS Quadrangle Name and Number *Leander NE, TX* (3097-324) and Liberty Hill, TX (3097-323)
UTM Coordinates Zone 14N E 607338 N 3394033
Location Williamson County
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency NA
Agency Representative NA

II. OWNER (OR CONTROLLING AGENCY)
Owner Williamson County
Representative Bill Gravell, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) 512-943-1550 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Same as above
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Christina Nielsen
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd., Building 1, Suite 110
City/State/Zip Austin, TX 78749
Telephone (include area code) 512-476-0891 Email Address cnielsen@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork October 28, 2019
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey (with subsurface testing as necessary based on field conditions) of the proposed County Road (CR) 258 from U.S. Highway 183 to Sunset Ridge Roadway in west Williamson County, Texas (please refer to the attached Scope of Work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants
Permanent Curatorial Facility Center for Archaeological Research-University of Texas at San Antonio

IV. OWNER'S CERTIFICATION

I, Bill Gravell, Jr., County Judge, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Same as above, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Christina Nielsen, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Christina Nielsen Date October 22, 2019

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096

TEXAS HISTORICAL COMMISSION

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.

Austin Office
4407 Monterey Oaks Boulevard,
Bldg.1, Suite 110
Austin, TX 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

February 19, 2019

Tiffany Osburn
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Intensive Cultural Resources Survey of the Proposed County Road 258 from US Highway 183 to Sunset Ridge Roadway Improvements Project, Williamson County, Texas.

Dear Ms. Osburn:

This letter is a request for a Texas Antiquities Permit to conduct an intensive cultural resources survey of portions of the proposed, approximately 1-mile-long segment of County Road (CR) 258 from U.S. Highway 183 to Sunset Ridge Drive in western Williamson County, Texas. It is SWCA's understanding that the Project includes a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge as identified in the County's long-range transportation plan. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas and archaeological field investigations will require a Texas Antiquities Permit.

If I can be of any assistance, please do not hesitate to contact me at (512) 476-0891.

Respectfully submitted,

Christina Nielsen
Principal Investigator

SWCA ENVIRONMENTAL CONSULTANTS

Austin Office
4407 Monterey Oaks Blvd., Building 1, Ste. 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

TEXAS ANTIQUITIES PERMIT APPLICATION
PROPOSED SCOPE OF WORK FOR AN INTENSIVE CULTURAL RESOURCES SURVEY OF THE PROPOSED COUNTY ROAD 258 FROM U.S. HIGHWAY 183 TO SUNSET RIDGE ROADWAY IMPROVEMENTS PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowners – Williamson County
Project Sponsor – American Structurepoint, Inc.
Project Consultant – SWCA Environmental Consultants (SWCA)
Principal Investigator – Christina Nielsen, M.A.
Date – February 19, 2019

INTRODUCTION

At the request of American Structurepoint, Inc., and on behalf of Williamson County, Texas, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of the proposed approximately 1-mile-long project area for improvements to County Road (CR) 258 from U.S. Highway 183 to Sunset Ridge Roadway in west Williamson County, Texas (Figure 1). It is SWCA's understanding that the Project includes a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge (Project Area), as identified in the County's long-range transportation plan. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas (ACT) and archaeological field investigations will require a Texas Antiquities Permit.

Based on a review of the project area soils, geology, and previously recorded archaeological sites and previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for designation as a State Antiquities Landmark (SAL). All work will be done in accordance with the ACT.

PROJECT DESCRIPTION

Of the 1-mile-long project area, approximately 0.6 mile is on the *Leander NE, Texas* (3097-324) U.S. Geological Survey (USGS) 7.5-minute quadrangle map, with the remaining 0.4 mile on the *Liberty Hill, Texas* (3097-323) USGS 7.5-minute quadrangle map. The proposed 1-mile-long CR 258 segment is a planned two-lane roadway extension that begins at the intersection with Highway 183 to 550 feet east of Sunset Ridge Drive on the eastern side of the City of Liberty Hill, Williamson County, Texas (see Figure 2). The proposed roadway will be constructed within a variable width right-of-way (ROW) that ranges between 120 and 140 feet wide at the intersection of CR 258/Highway 183 and CR 258/Sunset Ridge Drive but is typically 120 feet wide throughout most of the project area. Overall, the planned project area consists of a 1-mile-long corridor that encompasses approximately 12 acres. The depth of impacts are anticipated to extend 3 to 4 feet below ground surface for roadway construction and up to 10 feet for any cross-drainage culverts.

Figure 1. Project location.

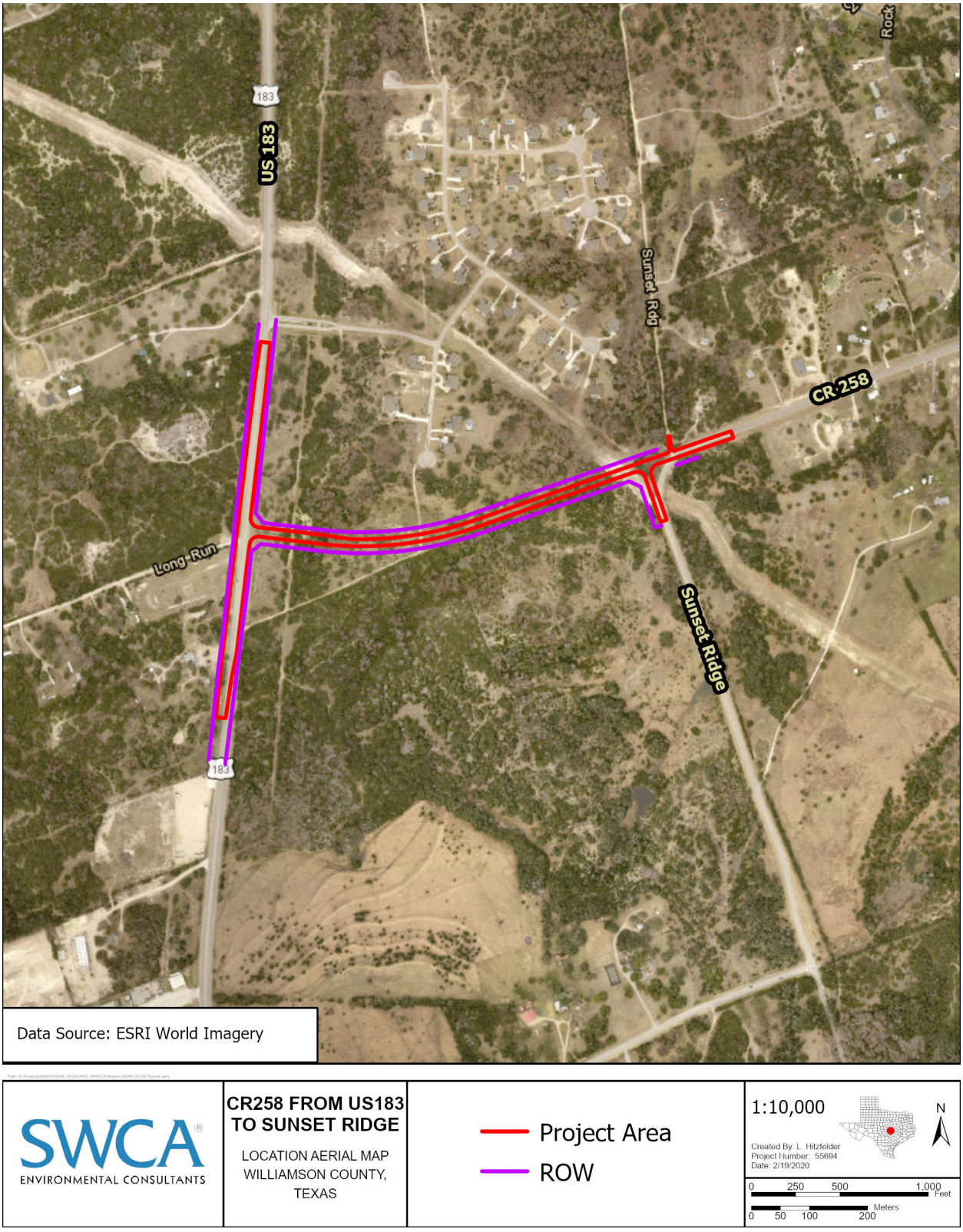


Figure 2. Project area.

GEOLOGY AND SOILS

The underlying geology throughout the project area consists of Comanche Peak Formation (40%), Upper Member of the Glen Rose Formation (35%), and Burro Canyon Formation (25%) (USGS 2019; Figure 3). The dominant lithology for the Comanche Peak formation consists of persistent, white chalky limestone, with a thickness between 20 and 55 feet (USGS 2019). The dominant lithology for the Upper Member of the Glen Rose formation consists of limestone, chalk, and marl, with a thickness between 40 and 200 feet (USGS 2019). The dominant lithology for the Burro Canyon formation consists of a varicolored conglomerate and shale, sandstone, limestone, and chert, with a thickness between 150 and 260 feet (USGS 2019). Given the age and physical properties of the formations, they have a low potential to contain deeply buried archaeological resources.

Project area soils are mapped as Eckrant cobbly clay, 1 to 8 percent slopes (39%); Brackett gravelly clay loam, 3 to 12 percent slopes (40%); and Denton silty clay, 1 to 3 percent slopes (21%) (Figure 4) (Natural Resources Conservation Service [NRCS] 2019). The Eckrant series soils consists of shallow or very shallow, moderately slowly permeable clay over limestone bedrock. These soils form on nearly level to very steep slopes on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2019). As this soil formed in residuum derived from limestone of Cretaceous age, it has little to no potential to contain deeply buried archaeological materials.

The Brackett soil series consists of shallow to paralithic limestone bedrock with well-drained soils located on backslopes of ridges and sloping uplands (NRCS 2019). As this soil formed in residuum weathered from limestone during the Cretaceous period, it also has little to no potential to contain deeply buried archaeological materials; however, there is potential for shallowly buried cultural materials.

The Denton series soils formed in clayey materials consisting of well-drained, deep soils found on nearly level to gently sloping foot slopes and backslopes of ridges (NRCS 2019). This soil formed over residuum derived from limestone of Cretaceous age, it has little to no potential to contain deeply buried archaeological materials; however, there is potential for shallowly buried cultural materials.

PREVIOUS INVESTIGATIONS AND RECORDED SITES

SWCA reviewed records available on the Texas Archeological Sites Atlas (Atlas) online database to determine the presence/absence of known prehistoric and historic cultural resources, as well as previously conducted cultural resources surveys within a 1-mile radius of the currently proposed project area. The background literature review determined that one cultural resources survey (Atlas No. 8500011956) is known to have been conducted within the proposed project area; however, no archaeological sites have been recorded within the project area (Figure 5). One additional cultural resources survey (Atlas No. 8500020659) and two archaeological sites (41WM949 and 41WM1154) are located within a 1-mile radius of the project area (Figure 5). The historic map review revealed two potentially historic-age structures immediately adjacent to (within 350 feet of) the current project area (USGS 2019).

In June 2005, a 1.52-mile-long linear survey was conducted within the current project area. No archaeological sites were recorded within the current project area during this investigation. In September 2012, a linear survey intersecting the northern boundary of the current project area was conducted by Blanton & Associates, Inc., for proposed improvements to CR 258 from Sunset Ridge to Ronald Reagan Boulevard. No archaeological sites were recorded during this investigation.

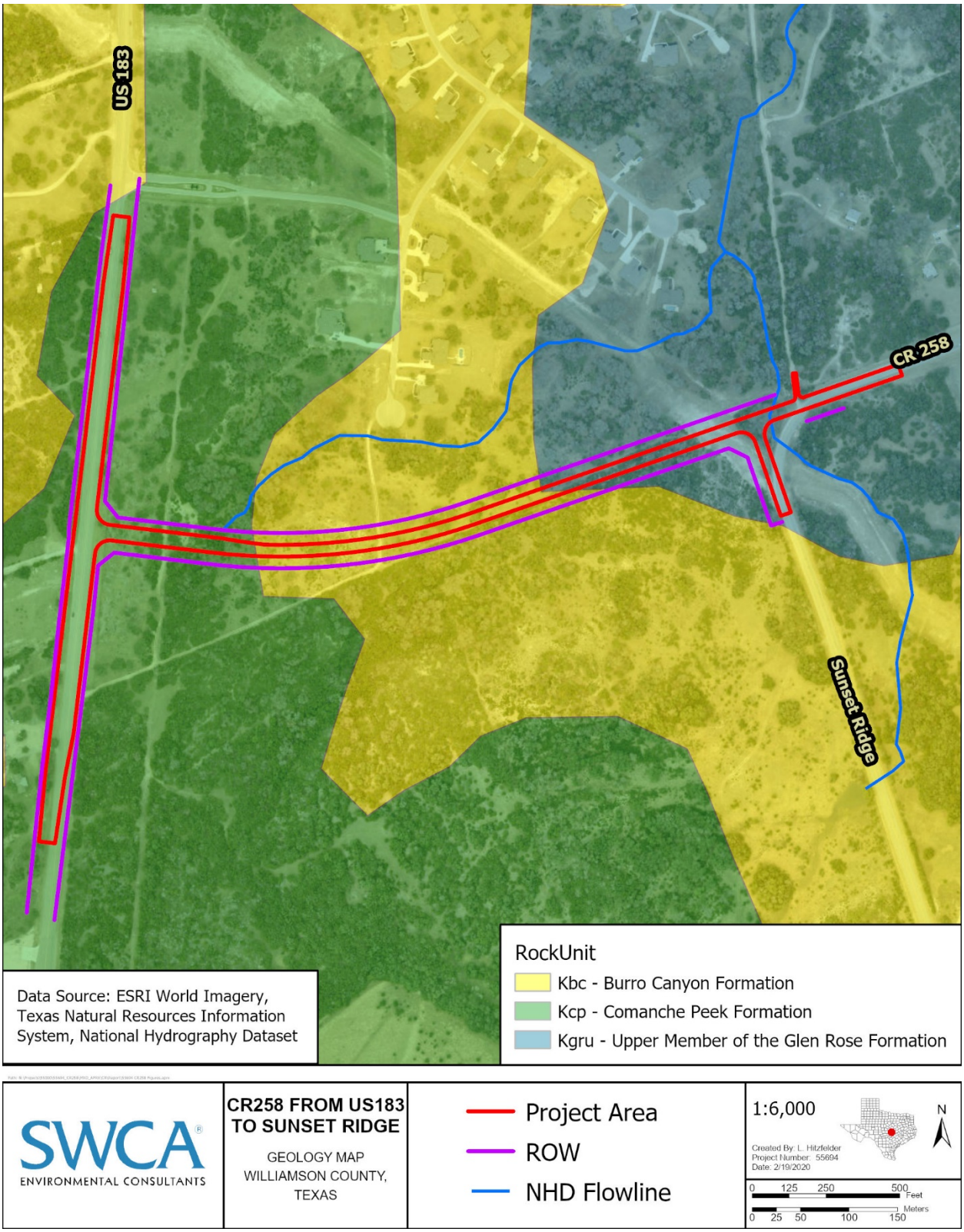


Figure 3. Geological map of project area.

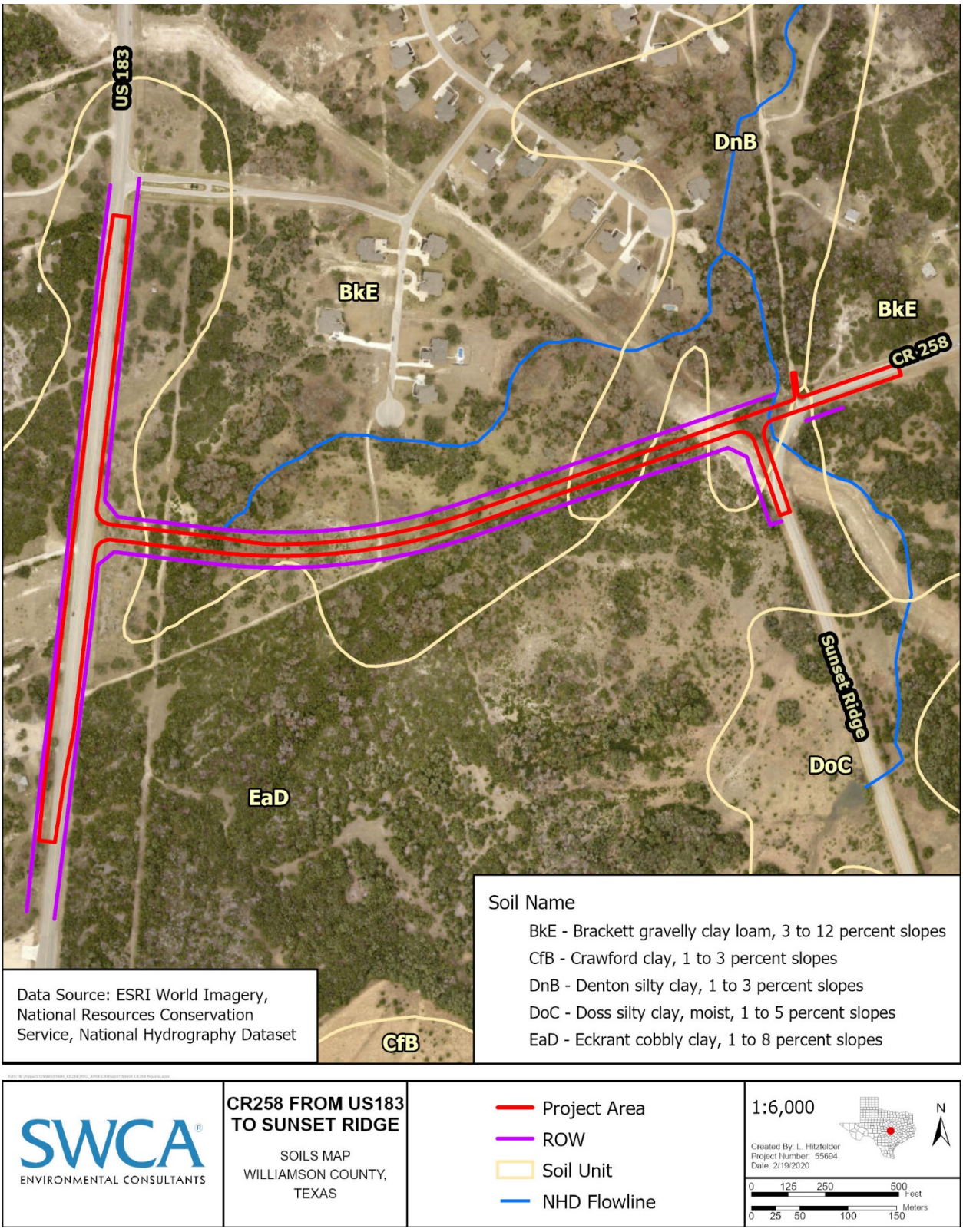


Figure 4. Project area soils.

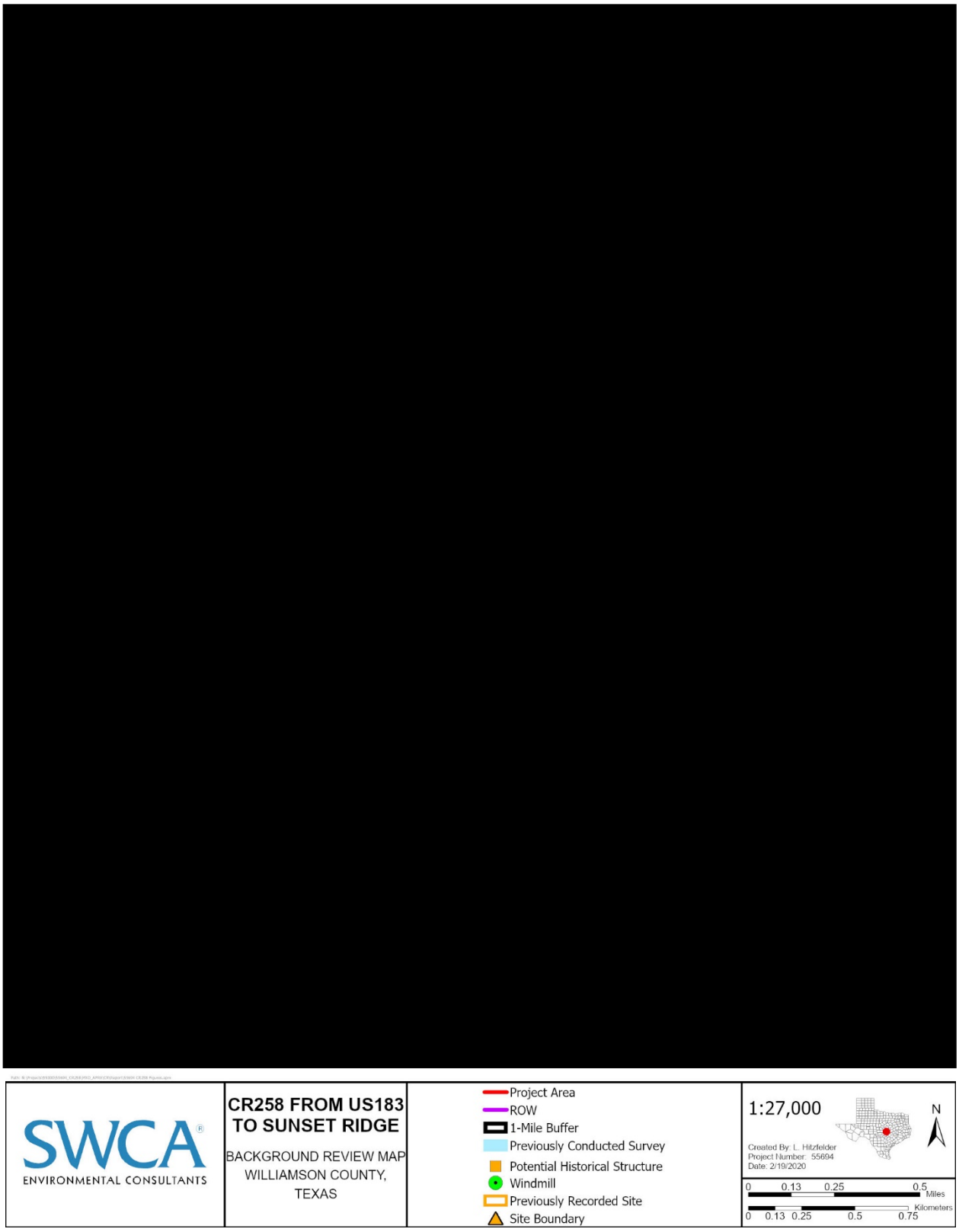


Figure 5. Background review results map.

Two archaeological sites (41WM949, 41WM1154) are within a 1-mile radius of the project area. Site 41WM949 is a surficial prehistoric lithic scatter approximately 0.99 mile north of the project area. The site was recorded in 1999 by Andy Malof and Dan Prikryl for the Andice to Leander Transmission Line Rebuild project (THC 2019). The site is located on an upland rise with evidence of numerous tertiary flakes, one small core, and a biface fragment. Raw material consisting of Georgetown chert mixed with other Edward chert groups. Natural and artificial impacts likely causing disturbances include erosion, bioturbation, road construction and maintenance. The site is currently undetermined regarding eligibility for the National Register of Historic Places (NRHP) or as an SAL, but further investigations of adjacent areas could contribute additional information on local prehistoric land use (THC 2019).

Site 41WM1154 is a surficial historic debris scatter approximately 0.55 mile south of the project area. The site was recorded in 2006 by Rachel Feit with Kicks & Co. (THC 2019). The site is located on a relatively flat, occasionally wooded area with evidence of historic artifacts like whiteware, glass, metal, and brick. Artificial impacts likely causing disturbances include plowing and existing transmission lines. The site is currently ineligible for the NRHP, with no recommended further work (THC 2019).

In addition to previously recorded archaeological sites, the background review assessed whether other cultural resources, including possible structures, cemeteries, and historic linear features, were present within the study area. The assessment identified 40 potentially historic-age structures within the 1-mile study area. SWCA reviewed additional resources, such as USGS maps and THO maps; however, no NRHP properties, SALs, historic markers, or cemeteries were identified within, or immediately adjacent to, the study area.

HISTORIC MAP REVIEW

The historic map review revealed no potentially historic-age structures directly within the current project area. Two structures are immediately adjacent (within 350 feet) to the project area (USGS 2019). A more extensive look at the 1-mile study area reveals a total of 40 potentially historic-age structures. These structures are depicted on 1962 *Liberty Hill* and 1962 *Leander NE, Texas,* USGS quadrangle maps. Current aerial imagery indicates that most of these structures are extant. A high concentration of structures (n=30) are located on the southwestern edge of the study area near the intersection of State Highway 183 and State Highway 29 (see Figure 5). The remaining structures are scattered across the study area.

PROPOSED SCOPE OF WORK

Following receipt of a Texas Antiquities Permit, SWCA will conduct an intensive cultural resources survey of the approximately 1-mile-long project area, which will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of all cultural resources discovered within the proposed project area. The scope of work for the field investigations includes an intensive pedestrian survey with subsurface investigations (e.g., shovel test excavations) that meets survey standards established by the THC and Council of Texas Archeologists.

The field survey will consist of SWCA archaeologists walking the proposed project area. Surface investigations will consist of a visual inspection of the proposed easement looking for evidence of prehistoric and historic cultural material. Subsurface investigations will involve shovel tests that will be approximately 30 centimeters (cm) in diameter and excavated in arbitrary 20-cm levels to 100 cm below surface, unless soil characteristics or bedrock preclude reaching that depth. Archaeologists will screen the matrix from each shovel test through ¼-inch mesh and plot the location of each excavation using a hand-

held global positioning system (GPS) receiver. Archaeologists will record each shovel test on a standardized form in SWCA's field tablets to document excavations.

Given the geologic and soil conditions within the proposed project area, backhoe trenching is not currently anticipated; however, if pedestrian survey and shovel testing suggest that there is the potential for deeply buried cultural deposits, then backhoe trenching would proceed as necessary based on field conditions. Backhoe trenches would be placed approximately 100 to 300 meters (m) apart, with tighter intervals if necessary. Trench placement would be determined on the level of disturbance, the location of any impacted areas such as construction, and the preservation potential for archaeological sites as determined by an SWCA archaeologist. Backhoe trenches would be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow the complete recording of all features and geomorphic information to depths of project impacts. Generally, trenches would be 1.2 to 1.5 m (4 to 5 feet) deep, 7 m (23 feet) in length, and 0.75 m (2.5 feet) wide. An experienced archaeologist would monitor all trenching while excavations are underway. Once the trench has been excavated, an SWCA archaeologist would scrape down both walls of the trench, examining the profiles for artifacts, features, or other cultural manifestations.

Stratigraphic descriptions would be recorded for each trench. The archaeologist would map and photograph all features encountered during trenching. All work will be performed in accordance with OSHA (29 Code of Federal Regulations 1926). When necessary to assess the potential for more deeply buried deposits (greater than 1.5 m [5 feet] below surface), back dirt from the backhoe bucket would be sifted and selectively screened to assess presence or absence of cultural materials. SWCA would thoroughly document and photograph the entire process. Upon completion of excavation, all trenches would be backfilled, leveled, and returned, as much as possible, to its original state.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each cultural resource site discovered during the investigations. SWCA will produce a detailed plan map of each site and plot locations on USGS 7.5-minute quadrangle maps and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail, mapped, and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, all records, files, notes, forms, and photographs generated during fieldwork will, as per the requirements of the antiquities permit, be curated at the Center for Archaeological Research at The University of Texas-San Antonio.

REPORTING

Once the survey has been completed, SWCA will prepare a draft report of investigations for review by American Structurepoint, Williamson County, and the THC. The report will document the methodology used in the investigations, background environmental and cultural information, the presence and condition of previously recorded sites and cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of all cultural resources regarding future development and SAL eligibility. The resulting survey report will also provide the appropriate criteria under which the sites were evaluated. Once American Structurepoint, Williamson County, and the THC comment on the draft report, SWCA will incorporate all appropriate edits and submit the final report to the THC for their concurrence. The ACT requires that, upon approval of the draft report, a final report must be produced. SWCA will furnish one unbound hard copy and two electronic copies of the final report on a tagged PDF formatted CD to the THC, complete an abstract text online, and furnish 12 hard copies of the report (without site information, if any) to the Texas State Library, university-based libraries, and archaeological research facilities around the state.

REFERENCES CITED

Natural Resources Conservation Service (NRCS)
2019 Soil Survey Staff, National Resources Conservation Service, United Stated Department of Agriculture. Web Soil Survey of Travis County, Texas. Available at: http://websoilsurvey.nrcs.usda.gov/. Accessed October 12, 2019.

Texas Historical Commission (THC)
2019 Texas Archeological Site Atlas restricted database. Available at: http://nueces.thc.state.tx.us/. Accessed October 12, 2019.

U.S. Geological Survey (USGS)
2019 The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. October 12, 2019.

Commissioners Court - Regular Session **69.**

Meeting Date: 02/25/2020

Avery Centre Road District 1

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 an Order approving a construction contract for a roadway related improvements within the Avery Centre Road District # 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Avery Centre Road District # 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:28 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:23 AM

Final Approval Date: 02/20/2020

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT APPROVING A CONSTRUCTION CONTRACT FOR A ROADWAY AND RELATED IMPROVEMENTS WITHIN THE AVERY CENTRE ROAD DISTRICT #1

WHEREAS, on January 21, 2009, the Commissioners Court of Williamson County, Texas, created the Avery Centre Road District #1 (the "District"), and

WHEREAS, Chapter 257.003 of the Texas Transportation Code requires the County to approve construction contracts for roadways within the District for which reimbursements may be requested,

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1**.** The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court hereby approves the construction contract for the construction of College Park Drive, Phase II to Chasco Contractors Ltd. LLP.

SECTION 3. The specific reimbursements requested by the Developer must still be approved by the District after the roadway is accepted by the County or City of Round Rock.

SECTION 4. The County Judge is hereby authorized to sign this Order on behalf of the County.

ORDERED this ___ day of _____, 2020

WILLIAMSON COUNTY:

_____
William Gravell, Jr., County Judge

ATTEST:_____
Nancy Rister, County Clerk

Commissioners Court - Regular Session **70.**

Meeting Date: 02/25/2020

TxDot Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution with TxDot regarding an Advance Funding Agreement with TxDot for Locally Funded Road and Construction Project On-System which will allow a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:33 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:27 AM

Final Approval Date: 02/20/2020

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 25th day of February 2020, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Advance Funding Agreement with TXDOT for Locally Funded Road and Construction Project On-System. Which will allow a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas

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

RESOLVED this ___ day of _____, 2020.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **71.**

Meeting Date: 02/25/2020

TXDOT AFA

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 an Advance Funding Agreement with TxDot for Locally Funded Road and Construction Project On-System which will allow a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:35 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:31 AM

Final Approval Date: 02/20/2020

TxDOT:			Federal Highway Administration:	
CSJ #	0204-02-034		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	US 79 at CR 101 Engineering Phase		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
LOCALLY FUNDED ROAD CONSTRUCTION PROJECT
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **a new grade separated intersection at CR 101 and US 79/FM 3349 in Williamson County, Texas.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement.

TxDOT:			Federal Highway Administration:	
CSJ #	0204-02-034		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	US 79 at CR 101 Engineering Phase		*AFA Not Used For Research & Development*	

Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of design and environmental clearance for new grade separated intersection at CR 101 and US 79/FM 3349.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under

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

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay

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

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas

Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and

recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 Main Street, ste.201 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

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

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this

Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

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

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:

i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

Each party is signing this Agreement on the date stated under that party's signature.

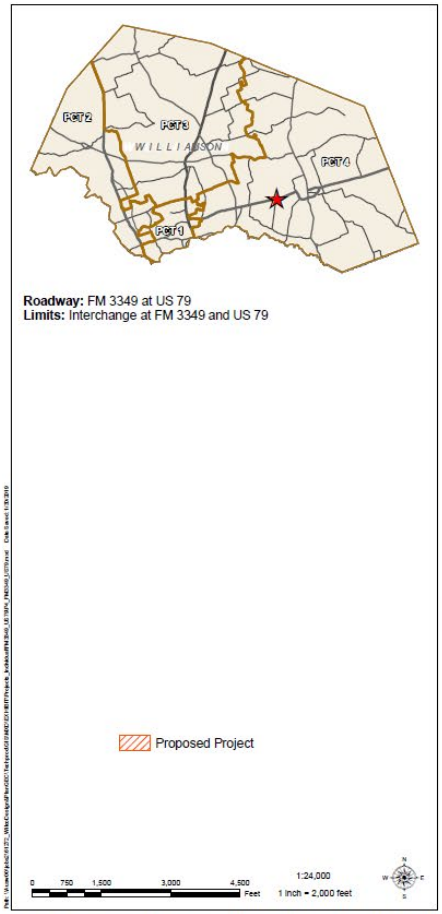
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Williamson County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

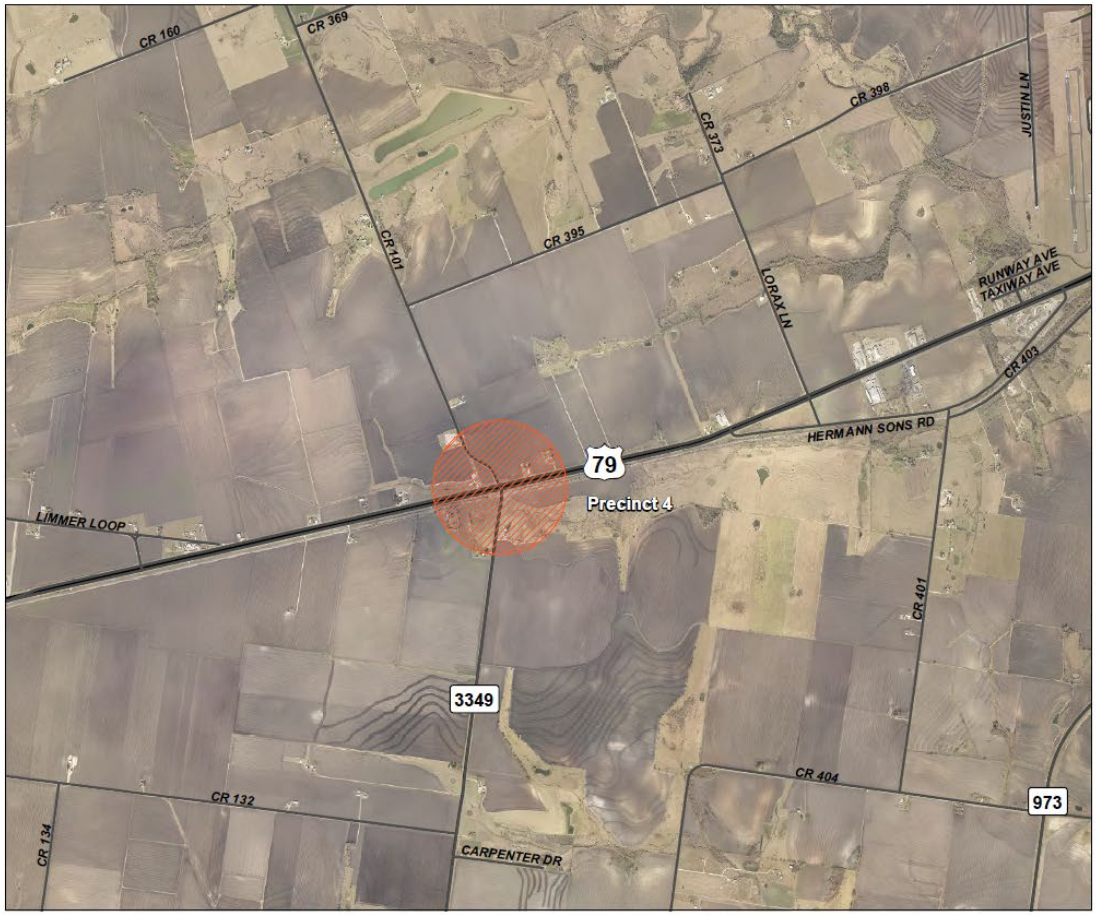
TxDOT:			Federal Highway Administration:	
CSJ #			CFDA No.	20.205
District #			CFDA Title	Highway Planning and Construction
Code Chart 64 #				
Project Name			*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

TxDOT:			Federal Highway Administration:	
CSJ #	0204-02-034		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	US 79 at CR 101 Engineering		*AFA Not Used For Research & Development*	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT





Candidate Road Bond Project – FM 3349 at US 79
WILLIAMSON COUNTY

TxDOT:			Federal Highway Administration:	
CSJ #	0204-02-034		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246			
Project Name	US 79 at CR 101 Engineering		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

All costs, except indirect and direct state costs, will be allocated based on 100% Local Government funding. The Local Government is responsible for any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government	$1,000,000	0%	$0	100%	$1,000,000
Environmental (by Local Government)	$500,000	0%	$0	100%	$500,000
Subtotal	$1,500,000		$0		$1,500,000
Environmental Direct State Costs	$9,000	100%	$9,000	0%	$0
Right of Way Direct State Costs	$4,500	100%	$4,500	0%	$0
Engineering Direct State Costs	$42,000	100%	$42,000	0%	$0
Utility Direct State Costs	$4,500	100%	$4,500	0%	$0
Construction Direct State Costs; NA	$0	0%	$0	0%	$0
Indirect State Costs (4.52%)	$67,800	100%	$67,800	0%	$0
TOTAL	$1,627,800		$127,800		$1,500,000

Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **72.**

Meeting Date: 02/25/2020

CR 258 Real Estate Contract

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 Real Estate Contract with Marion Shipman for right of way needed on the County Road 258 project. (Parcel 24) Funding Source: Road Bonds P277.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shipman Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:37 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:33 AM

Final Approval Date: 02/20/2020

REAL ESTATE CONTRACT

CR 258 Right of Way—Parcel 24

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MARION SHIPMAN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.917 acre (39,935 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-EIGHT THOUSAND and 00/100 Dollars ($148,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before March 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Marion Shipman

Marion Shipman

Address: P.O. Box 1119
Cedar Park, Tx 78630

Date: 2-12-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.917 ACRE RIGHT-OF-WAY PARCEL NO. 24
MARION SHIPMAN
B. MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.917 ACRES (APPROXIMATELY 39,935 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.4073 ACRE TRACT CONVEYED TO MARION SHIPMAN IN A GENERAL WARRANTY DEED DATED SEPTEMBER 25, 2013 AND RECORDED IN DOCUMENT NO. 2013092374 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.917 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the 1/2" iron rod found in the existing south right-of-way line of County Road 258 (right-of-way width varies), for the northwest corner of the said 3.4073 acre tract, being the northeast corner of an 8.61 acre tract described in Volume 1456, Page 153 of the Official Records of Williamson County, Texas, conveyed to Robert V. Phillips and Doretha B. Phillips in a deed recorded in Document No. 2001071141 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found at an angle point in the existing south right-of-way line of County Road 258, being the north line of the said 8.61 acre tract, bears South 65°37'49" West, a distance of 28.64 feet;

THENCE with the south right-of-way line of County Road 258, being the north line of the said 3.4073 acre tract, the following two (2) courses and distances:

1. North 63°20'02" East, a distance of 553.67 feet to a 1/2" iron rod found;

2. North 40°57'48" East, a distance of 88.15 feet to a 1/2" iron rod found for the intersection of the south right-of-way line of County Road 258 and the west right-of-way line of Ronald Reagan Boulevard North (right-of-way width varies) described in Document No. 2004049203 of the Official Public Records of Williamson County, Texas, the northeast corner of the said 3.4073 acre tract and the northeast corner of the herein described tract of land;

THENCE South 78°45'38" East, with west right-of-way line of Ronald Reagan Boulevard North, being the east line of the said 3.4073 acre tract, a distance of 49.64 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed south right-of-way line of County Road 258 for the southeast corner of the herein described tract of land, from which a 1/2" iron rod found at an angle point in the west right-of-way line of Ronald Reagan Boulevard North, being the east line of the said 3.4073 acre tract, bears South 78°45'38" East, a distance of 42.23 feet;

THENCE crossing the said 3.4073 acre tract with the proposed south right-of-way line of County Road 258, with a curve to the right, having a radius of 1260.18 feet, a delta angle of 31°19'18", an arc length of 688.90 feet, and a chord bearing South 58°40'45" West, a distance of 680.35 feet to a 1/2" iron rod with "Walker 5283" cap set in the west line of the said 3.4073 acre tract, being the east line of the said 8.61 acre tract, for the southwest corner of the herein described tract of land, from which a calculated point in the east line of the said 8.61 acre tract at a common corner of the said 3.4073 acre tract and a 26.40 acre tract conveyed to Santa Rita Commercial, LLC in a deed recorded in Document No. 2014012340 of the Official Public Records of Williamson County, Texas, bears South 22°33'21" East, a distance of 127.64 feet, and from said calculated common corner, a 3/8" iron rod found at the southeast corner of the said 8.61 acre tract bears South 22°33'21" East, a distance of 9.85 feet and South 22°33'51" East, a distance of 115.30 feet;

THENCE North 22°33'21" West, with the west line of the said 3.4073 acre tract, being the east line of the said 8.61 acre tract, a distance of 52.29 feet to the **POINT OF BEGINNING**, containing 0.917 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 24.

11.26.14

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.917 ACRES (APPROXIMATELY 39,935 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.4073 ACRE TRACT CONVEYED TO MARION SHIPMAN IN A GENERAL WARRANTY DEED DATED SEPTEMBER 25, 2013 AND RECORDED IN DOCUMENT NO. 2013092374 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N40°57'48"E	88.15'
	(N41°02'28"E")	(88.15)'
L2	S78°45'38"E	49.64'
L3	N22°33'21"W	52.29'
L4	S78°45'38"E	42.23'
L5	S22°33'21"E	127.64'
L6	S22°33'21"E	9.85'
L7	S22°33'51"E	115.30'
	(S20°44'E)	(115.28')
L8	N22°33'21"W	189.78'
	(N20°43'30"E)	(189.75')
L9	S65°37'49"W	28.64'
	(S67°16'W)	(28.70')
L10	S78°45'38"E	91.87'
	(S78°50'37"E)	(91.88')
	[S78°43'44"E]	[91.62']

LEGEND	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● HAYNIE	1/2" IRON ROD WITH "HAYNIE" CAP FOUND
△	CALCULATED POINT
▲	NAIL FOUND
( )	RECORD INFORMATION
[ ]	RECORD INFORMATION FROM DOC. 2004049203
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1260.18'	31°19'18"	688.90'	S58°40'45"W	680.35'

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

11.26.14

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

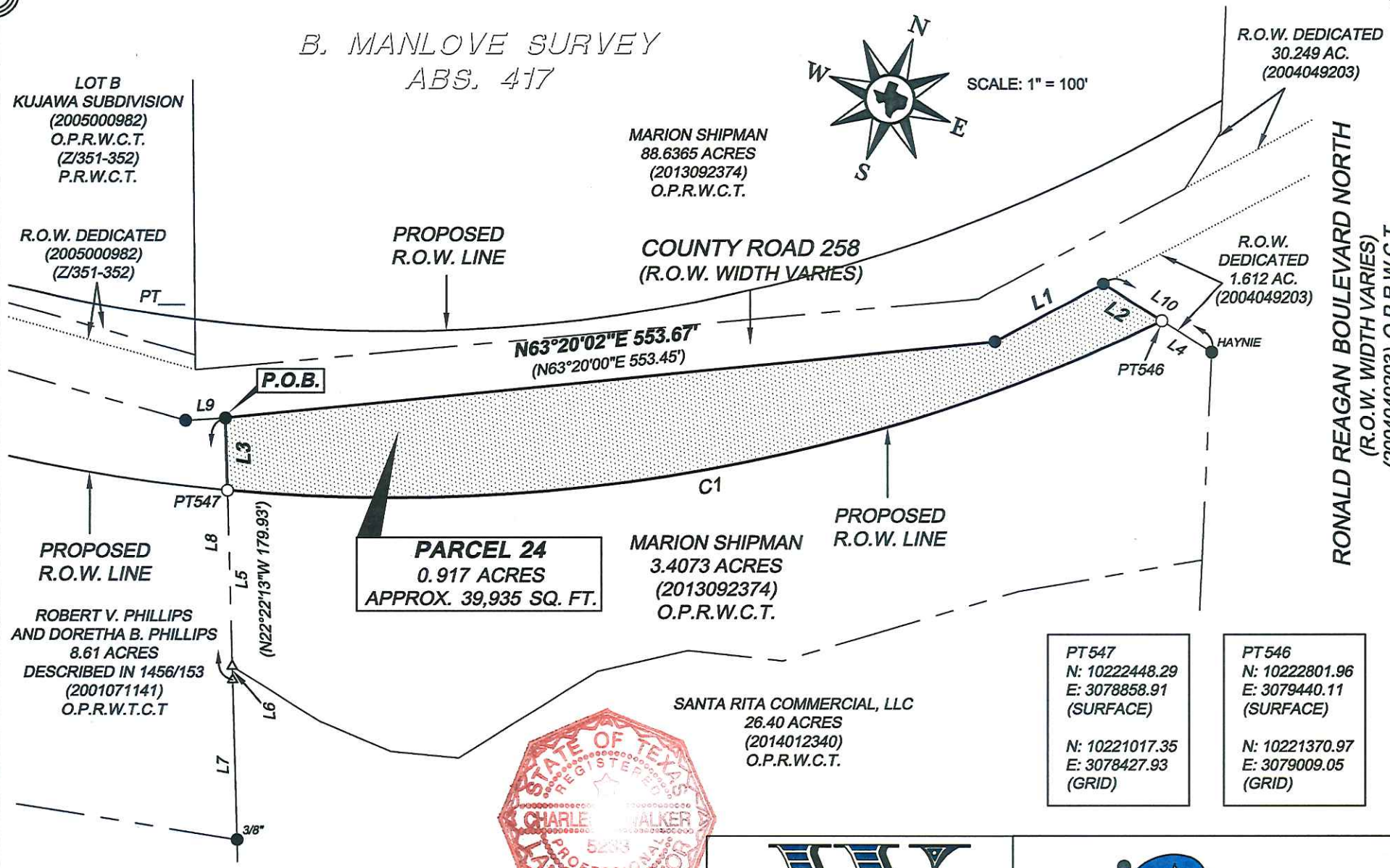
SCALED ABOUT 0,0

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14
DRAWING NO.: 075029-PARCEL 24
PROJECT NO.: 075029
DRAWN BY: CWW

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS



THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

DRAWING NO.: 075029-PARCEL 24
PAGE 4 OF 4

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

EXHIBIT "B"

Parcel 24

DEED
County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MARION SHIPMAN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.917 acre (39,935 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 258.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

_____
Marion Shipman

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Marion Shipman, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **73.**

Meeting Date: 02/25/2020

CR 111 Contract

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 Real Estate Contract with Danny Hullum, Trustee of The Hullum Family Land Trust Created Under The Will of Wayne Hullum, deceased and Danny Hullum, As Trustee of The Danny Hullum Land Trust dated December 13, 1996 for right of way needed on the County Road 111 project. (Parcel 1/1DE). Funding Source: Road Bonds P249.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hullum Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:52 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:37 AM

Final Approval Date: 02/20/2020

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 1/1DE

THIS REAL ESTATE CONTRACT ("Contract") is made by DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED, and DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM LAND TRUST DATED DECEMBER 13, 1996 (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 2.358 acres (102,722 Sq. Ft.) of land in the J.S. Patterson Survey, Abstract No. 502, and the J. Mott Survey, Abstract No. 427, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**); and
>
> Drainage Easement interest in and to all of that certain 0.183 acre (7,953 Sq. Ft.) of land in the J. Mott Survey, Abstract No. 427, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 1DE**),

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", and any damage to the remaining property of Seller shall be the sum of THREE HUNDRED SIXTY THOUSAND and 00/100 Dollars ($360,000.00).

2.01.1. As Additional Compensation for the cost of curative fencing construction along the new property line Purchaser shall pay the amount of SEVEN THOUSAND and 00/100 Dollars ($7,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before March 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas in and to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED

Date: 2-12-2020

Address: 3001 F.M. 1460
GEORGETOWN, TX. 78626

DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM FAMILY LAND TRUST DATED DECEMBER 13, 1996

Date: 2-12-2020

Address: 3001 F.M. 1460
GEORGETOWN, TX. 78626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel: 1
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 1

BEING 2.358 acres (102,722 Square Feet) of land, situated in the J.S. Patterson Survey, Abstract No. 502, the B.C. Low Survey, Abstract No. 385, and the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, said land being a portion of that certain tract of land, called 60 acres, as conveyed to Danny Hullum Family Land Trust of record in Document Nos. 9707226 and 9816900 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described in Two Tracts as follows;

Tract 1 0.049 of an acre (2,117 Square Feet)

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189024.89, E=3039079.34 TxSPC Zone 4203) marking an interior corner of County Road No. 111 (Westinghouse Road) marking an interior corner of that certain tract of land, called 2.327 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008091195 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof, from which a 1/2 –inch iron rebar found for a Point of Tangency in the north line of the remainder portion of the 60 acre tract, bears North 70°29'45" E ;

THENCE, along the south line of County Road No. 111, being the south line of the said 2.327 acre Williamson County, Texas, tract, N 70°29'45" E, 356.97 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 15+32.52 for the most easterly corner hereof;

THENCE, S 68°51'15" W, 251.96 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 12+80.56 at the beginning of a curve to the left, (Radius = 932.00 feet, Delta = 4°09'30", Long Chord bears S 65°17'45" W, 115.65 feet), an arc distance of 115.73 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 11+56.56 on an easterly line of County Road No. 111, being an easterly line of the said 2.327 acre Williamson County, Texas, tract, for the Southwest corner hereof;

THENCE, N 10°06'30" E, 20.36 feet to the Place of BEGINNING and containing 0.049 of an acre of land.

Tract 2 2.310 acres (100,605 Square Feet)

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189448.98, E=3139994.19 TxSPC Zone 4203) on the south line of County Road No. 111 (Westinghouse Road), being on the north line of the above-referenced 60 acre Danny Hullum Family Land Trust tract, marking the Northeast corner of that certain tract of land, called 2.327 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008091195 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the said south line of County Road No. 111, N 69°26'45" E, 863.76 feet to an iron pin set 30.53 feet left of proposed County Road No. 111, for the Northeast corner of the said 60 acre Danny Hullum Family Land tract, being the Northwest corner of that certain tract of land, called 60 acres, as conveyed to Donna Gawarecki Family Land Trust by deed recorded as Document Nos. 9707225 and 9816901 of the Official Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the east line of the said 60 acre Danny Hullum Family Land Trust tract and the west line of the said 60 acre Donna Gawarecki Family Land Trust tract, S 21°28'30" E, 98.54 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 30+47.55 for the Southeast corner hereof;

THENCE, S 69°11'00" W, 847.55 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 22+00.00; S 62°20'30" W, 100.72 feet to an iron pin set 80.00 feet right of Engineers Centerline Station 21+00.00; S 69°11'00" W, 86.23 feet to an iron pin set 80.00 feet right of Engineers Centerline Station 20+13.77 at the beginning of a curve to the right, (Radius = 2,080.00 feet, Delta = 5°00'00", Long Chord bears S 71°41'00" W, 181.46 feet) along the said curve for an arc distance of 181.51 feet to an iron pin set 80.00 feet right of Engineers Centerline Station 18+39.24, and S 79°10'30" W, 137.65 feet to an iron pin set 67.48 feet right of Engineers Centerline Station 17+00.50 on the said south line of County Road No. 111, being the south line of the said 2.327 acre Williamson County, Texas, tract, for the most westerly corner hereof;

THENCE, along the said south line of County Road No. 111, along a curve to the left, (Radius = 5,056.00 feet, Delta = 5°19'45", Long Chord bears N 68°19'00" E, 232.75 feet), an arc distance of 232.77 feet to an iron pin found at the beginning of a curve to the right, (Radius = 4,944.00 feet, Delta = 2°55'15", Long Chord bears N 68°22'00" E, 252.01 feet), an arc distance of 252.04 feet to an iron pin found marking the Southeast corner of the said 2.327 acre Williamson County, Texas, tract, for an interior corner hereof;

THENCE, along the east line of County Road No. 111, N 20°02'00" W, 75.54 feet to the Place of **BEGINNING** and containing 2.310 acres of land.

Summary:

Tract 1 = 0.049 acres (2,117 square feet)
Tract 2 = 2.310 acres (100,605 square feet)
Total = 2.358 acres (102,722 square feet)

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

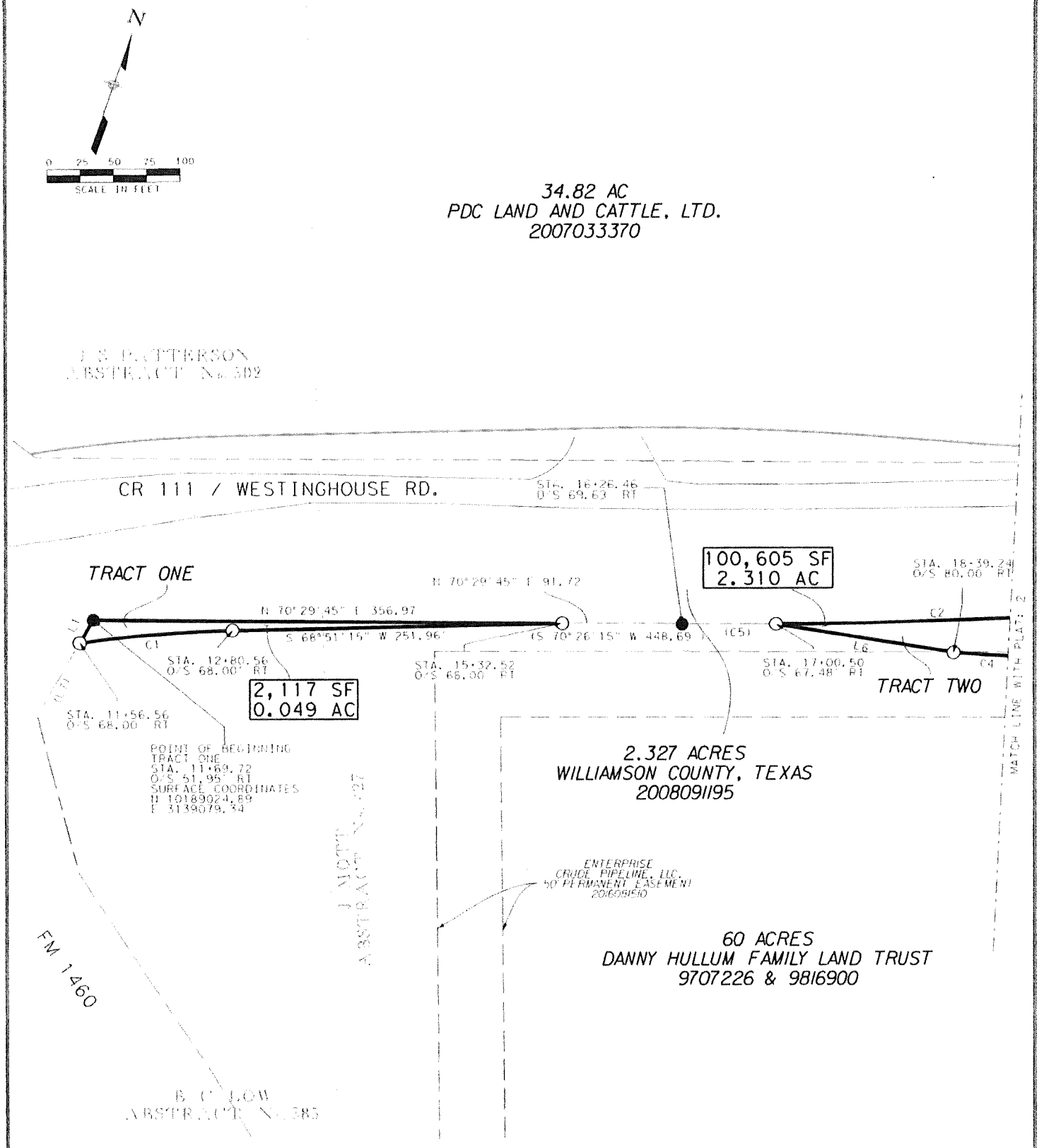
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-1

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



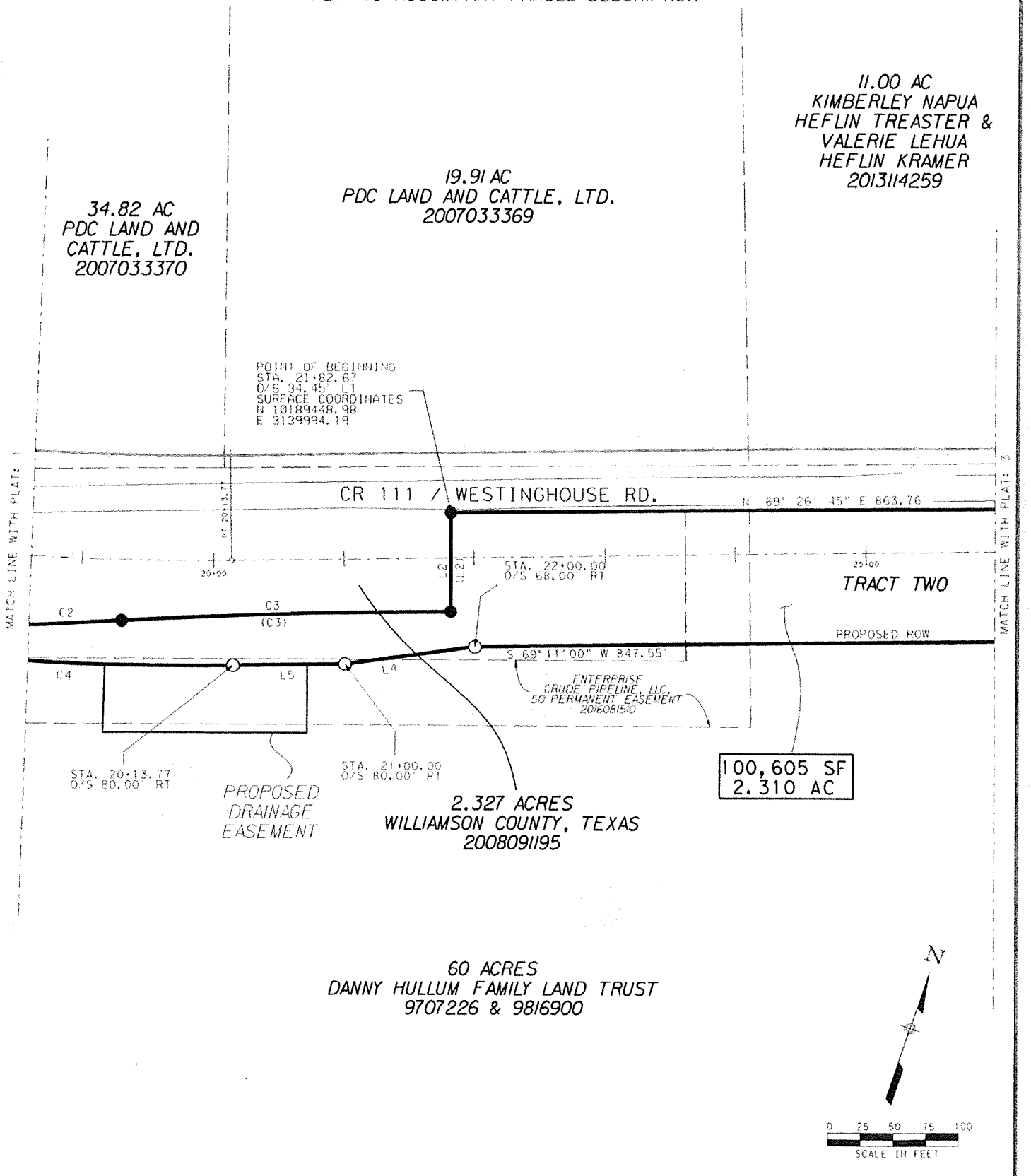
STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.3412 STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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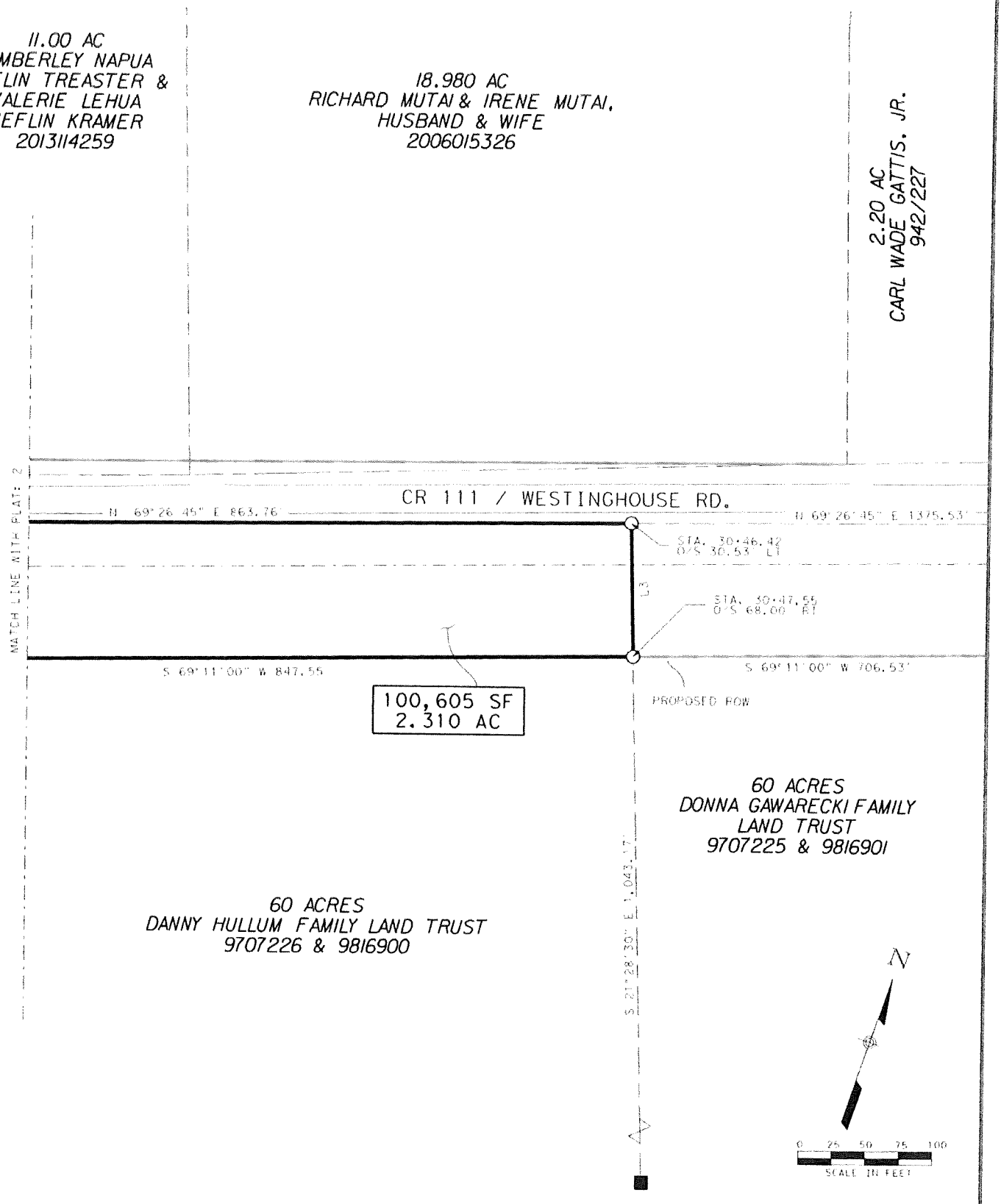
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 10°06'30" E	20.36'
L2	N 20°02'00" W	75.54'
(L2)	S 20°05'28" E	75.86'
L3	S 21°28'30" E	98.54'
L4	S 62°20'30" W	100.72'
L5	S 69°11'00" W	86.23'
L6	S 79°10'30" W	137.65'
(L7)	S 10°10'48" W	84.80'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	932.00'	115.73'	S 65°17'45" W	115.65'	7°06'45"
C2	5056.00'	232.77'	N 68°19'00" E	232.75'	2°38'15"
C3	4944.00'	252.04'	N 68°22'00" E	252.01'	2°55'15"
(C3)	4944.00'	252.11'	S 68°26'53" W	252.09'	
C4	2080.00'	181.51'	S 71°41'00" W	181.46'	5°00'00"
(C5)	5056.00'	304.30'	S 68°42'41" W	304.28'	

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. 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 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
7. 50' INGRESS & EGRESS EASEMENT AS SET OUT IN DEED DOC. NO. 2016017712
8. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

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 DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.3412 FAX 512.930.7559 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 1DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 1DE

BEING 0.183 of one acre parcel (7,953 Square Feet) of land, situated in the J. Mott Survey, Abstract No. 427, in Williamson County, Texas, being out of the remainder portion of a called 60 acre tract of land described in a Gift Deeds to Donna Gawarecki Family Land Trust, recorded in Document No. 1997007225 and to Danny Hullum Family Land Trust, recorded in Document No. 199801690, both of the Official Records of Williamson County, Texas. Said 0.183 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10189199.11, E: 3139569.52) at the intersection of the existing Southerly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), with the proposed Southerly right-of-way line of said County Road No. 111, also being in the north line of said remainder portion of the 60 acre tract, said 1/2-inch iron rebar set being 67.48 feet right of and at a right angle to Engineers Centerline Station 17+00.50, from which a 1/2-inch iron rebar found for a Point of Tangency in said existing Southerly right-of-way line of County Road No. 111 and said North line of the remainder portion of the 60 acre tract, bears along the arc of a curve to the right having a radius of 5056.00 feet, an arc length of 71.53 feet, a delta angle of 00°48'45", and a chord which bears South 70°02'30" West a distance of 71.53 feet;

THENCE over and across said remainder portion of the 60 acre tract and along said proposed Southerly right-of-way line of County Road No. 111, the following four (4) courses and distances:

1. North 79°10'30" East a distance of 137.65 feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;

2. Along the arc of said Curve to the left having a radius of 2080.00 feet, an arc length of 84.00 feet, a delta angle of 02°18'45", and a chord which bears North 73°01'45" East a distance of 83.99 feet to the Northwest corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10189249.47, E: 3139785.05) of the herein described tract, said corner being 80.00 feet right of and at a right angle to Engineers Centerline Station 19+20.00;

3. Continuing along the arc of said curve to the left having a radius of **2080.00** feet, an arc length of **97.52** feet, a delta angle of **02°45'15"**, and a chord which bears **North 70°31'45" East** a distance of **97.51** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency, said 1/2-inch iron rebar with cap being 80.00 feet right of and at a right angle to Engineers Centerline Station 20+13.77; and

4. **North 69°11'00" East** a distance of **56.23** feet to the Northeast corner of the herein described tract, said corner being 80.00 feet right of and at a right angle to Engineers Centerline Station 21+70.00, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, bears North 69°11'00" East a distance of 30.00 feet, said point being 80.00 feet right of and at a right angle to Engineers Centerline Station 22+00.00;

THENCE departing said proposed Southerly right-of-way line of County Road No. 111 and continuing over and across said remainder portion of the 60 acre tract, the following three (3) courses and distances:

1. **South 20°49'00" East** a distance of **52.00** feet to the Southeast corner of the herein described tract;

2. **South 70°02'45" West** a distance of **156.17** feet to the Southwest corner of the herein described tract; and

3. **North 18°07'45" West** a distance of **52.00** feet to the **POINT OF BEGINNING** and containing 0.183 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

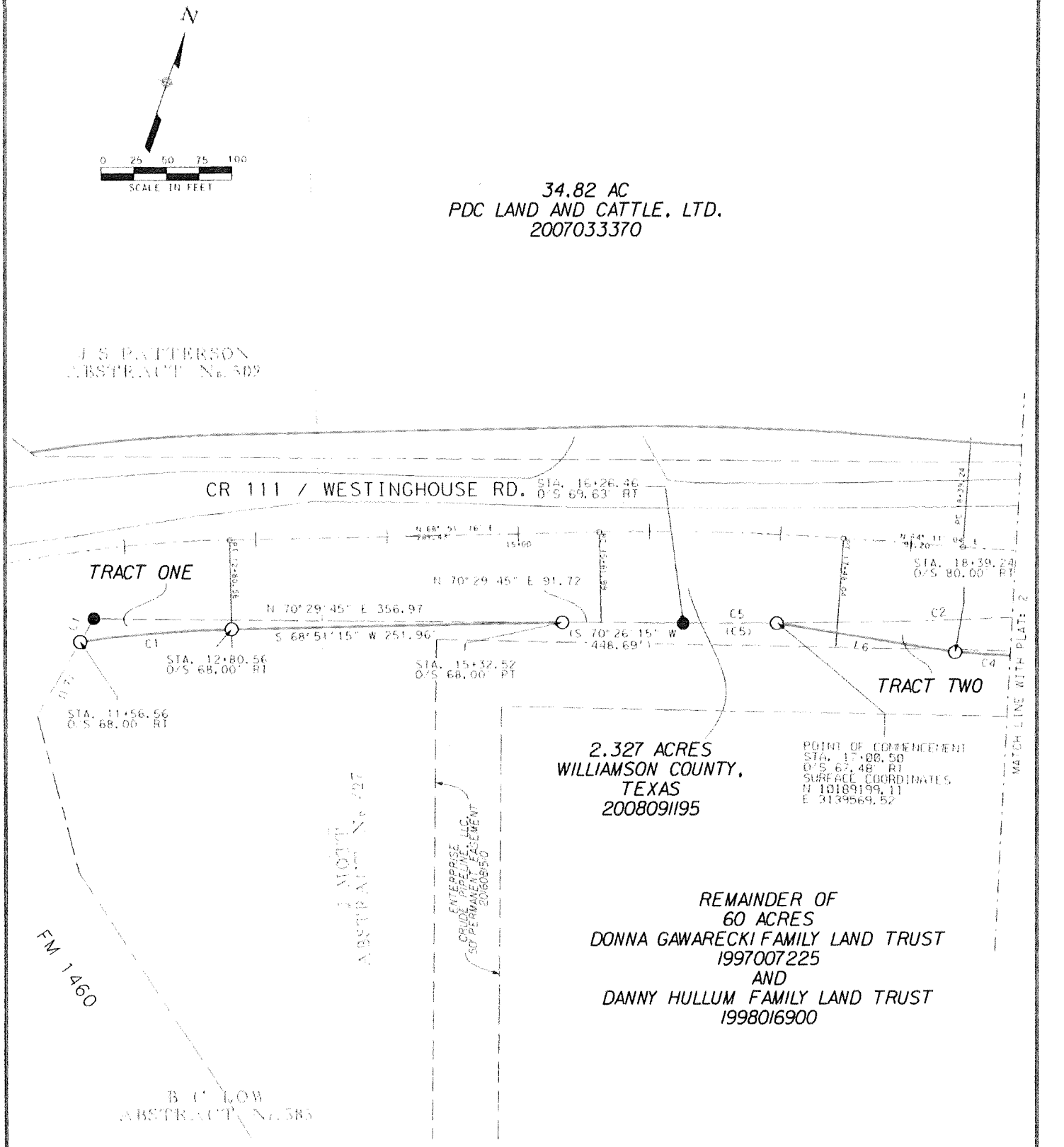
COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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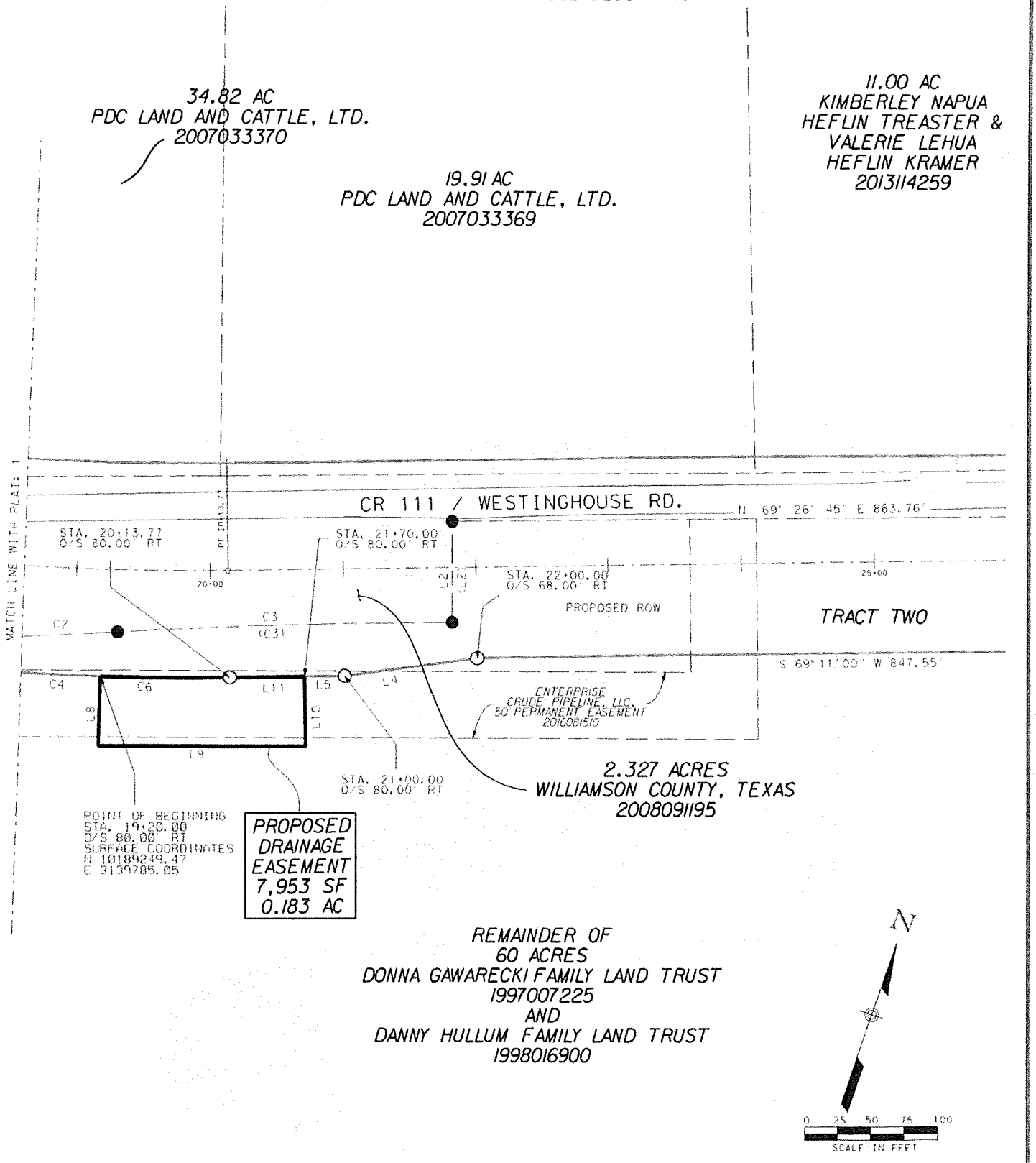
PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION



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PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 10°06'30" E	20.36'
L2	N 20°02'00" W	75.54'
(L2)	S 20°05'28" E	75.86'
L3	S 21°28'30" E	98.54'
L4	N 62°20'30" E	100.72'
L5	N 69°11'00" E	30.00'
L6	N 79°10'30" E	137.65'
(L7)	S 10°10'48" W	84.80'
L8	N 18°07'45" W	52.00'
L9	S 70°02'45" W	156.17'
L10	S 20°49'00" E	52.00'
L11	N 69°11'00" E	56.23'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	932.00'	115.73'	S 65°17'45" W	115.65'	4°09'30"
C2	5056.00'	232.77'	N 68°19'00" E	232.75'	5°19'45"
C3	4944.00'	252.04'	N 68°22'00" E	252.01'	2°55'15"
(C3)	4944.00'	252.11'	S 68°26'53" W	252.09'	
C4	2080.00'	84.00'	N 73°01'45" E	83.99'	2°18'45"
C5	5056.00'	71.53'	S 70°02'30" W	71.53'	0°48'45"
(C5)	5056.00'	304.30'	S 68°42'41" W	304.28'	
C6	2080.00'	97.52'	N 70°31'45" E	97.51'	2°45'15"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. 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 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 65
2. TEXAS POWER & LIGHT COMPANY, VOL. 296, PG. 166
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 401
4. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 438, PG. 46
5. SOUTHWESTERN STATES TELEPHONE COMPANY VOL. 450, PG. 263
6. SPRINT COMMUNICATIONS COMPANY, L.P. & OTHERS DOCUMENT NO. 2015058336
7. 50' INGRESS & EGRESS EASEMENT AS SET OUT IN DEED DOC. NO. 2016017712
8. AGREEMENT WITH MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS, VOL. 245, PG. 163

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

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
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>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DANNY HULLUM FAMILY LAND TRUST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	1DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "C"

Parcel 1

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED, and DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM LAND TRUST DATED DECEMBER 13, 1996, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 2.358 acres (102,722 Sq. Ft.) of land in the J.S. Patterson Survey, Abstract No. 502, and the J. Mott Survey, Abstract No. 427, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 1).**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

_____
DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Danny Hullum, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____

DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM FAMILY LAND TRUST DATED DECEMBER 13, 1996

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Danny Hullum, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

Parcel 1DE

DRAINAGE EASEMENT
County Road 111/Westinghouse Road

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

That DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED, and DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM LAND TRUST DATED DECEMBER 13, 1996, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.183 acre (7,953 Sq. Ft.) of land in the J. Mott Survey, Abstract No. 427, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1DE**)

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the _____day of _____, 2020.

[signature pages follow]

GRANTOR:

_____
DANNY HULLUM, TRUSTEE OF THE HULLUM FAMILY LAND TRUST CREATED UNDER THE WILL OF WAYNE HULLUM, DECEASED

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 2020 by Danny Hullum, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
DANNY HULLUM, AS TRUSTEE OF THE DANNY HULLUM FAMILY LAND TRUST DATED DECEMBER 13, 1996

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 2020 by Danny Hullum, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **74.**

Meeting Date: 02/25/2020

CR 111 Real Estate Contract

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 Real Estate Contract with M&RBFF, LLC for right of way needed on the County Road 111 project. (Parcel 26/26DE). Funding Source: Road Bonds P249.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M&RBFF Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:53 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:42 AM

Final Approval Date: 02/20/2020

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 26/26DE

THIS REAL ESTATE CONTRACT ("Contract") is made by M&RBFF, LLC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 2.321 acres (101,092 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 26**); and
>
> Drainage Easement interest in and across all of that certain 0.138 acre (6,000 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 26DE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", and any damage to the remaining property of Seller shall be the sum of ONE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED SIXTY-ONE and 00/100 Dollars ($186,361.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, and for the cost of any damage to or curative measures for the remaining property of Seller, Purchaser shall pay the amount of EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE and 00/100 Dollars ($8,489.00)

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before February 28, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

M&RBFF, LLC

By: David J. Bost

Name: David E. Bost

Its: Manager

Date: 2-07-2020

Address: 1903 Aster Way
Round Rock, TX 78665

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel: 26
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 26

BEING 2.321 acres (101,092 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain Tract One, called 52.41 acres, as conveyed to Mary L. Bost, Trustee of the Family Trust Established under the will of Robert V. Bost, of record as Document No. 2013006956 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING, at an iron pin found (Surface Coordinates determined as N=10195810.74, E=3152973.69) on the south line of County Road No. 105 marking the Northeast corner of the above-referenced 52.41 acre Bost Tract One, being the northwest corner of that certain tract of land, called 50.441 acres, as conveyed to The Ranches at Emerald Meadows, LLC, by deed as recorded in Document No. 2015044217, of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the east line of the said 52.41 acre Bost Tract One, being the west line of the said 50.441 acre Ranches at Emerald Meadows tract, S 21°28'45" E, 22.48 feet to an iron pin set 68.20 feet right of Engineers Centerline Station 169+44.51 for the Southeast corner hereof;

THENCE, along a curve to the Right, (Radius = 1,568.00 feet, Delta = 14°37'30", Long Chord bears S 61°33'45" W, 399.17 feet) an arc distance of 400.26 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 165+61.65 and S 68°52'30" W, 1,067.54 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 154+94.11 on the west line of the said 52.41 acre Bost Tract One, being the east line of that certain tract of land, called 17.90 acres, as conveyed to Homer R. Thomas and wife, Barbara L. Thomas, by deed as recorded in Volume 770, Page 825, of the Deed Records of Williamson County, Texas, for the Southwest corner hereof, from which a fence corner found for the Southwest corner of the above-referenced 52.41 acre Bost Tract One bears S 21°20'30" E, 1,485.84 feet;

THENCE, N 21°20'30" W, 73.96 feet to an iron pin found on the said south line of County Road No. 105, marking the Northwest corner of the said 52.41 acre Bost Tract One, being the Northeast corner of the said 17.90 acre Thomas tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 105, N 68°54'00" E, 1,463.61 feet to the Place of **BEGINNING** and containing 2.321 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

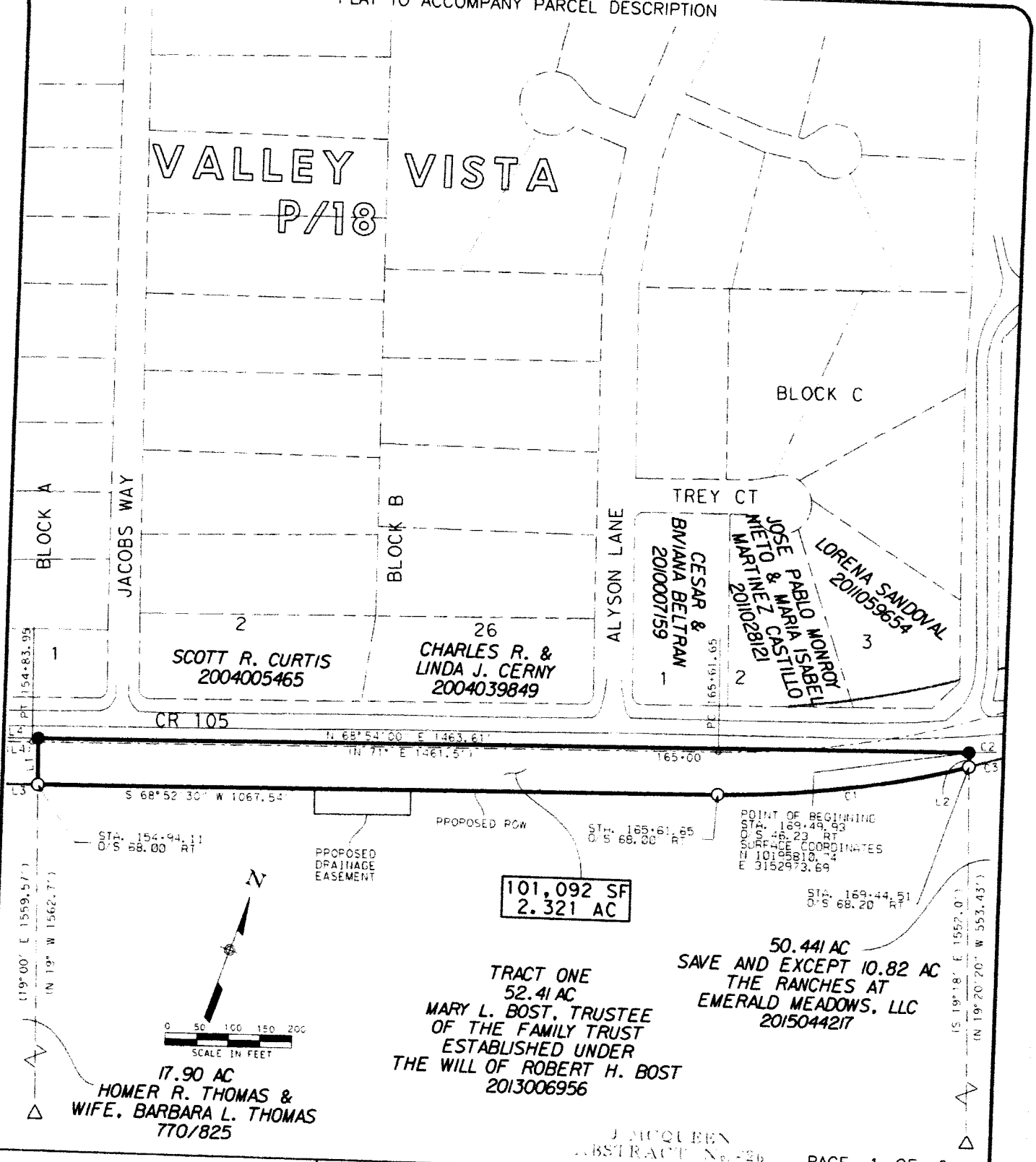
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-26

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 26.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



JACQUELIN
ABSTRACT No. 428

PAGE 1 OF 2

STEGER BIZZELL

1978 S. AUSTIN AVENUE, GEORGETOWN, TX 78626
512.930.9412
STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST
ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 21°20'30" W	73.96'
L2	S 21°28'45" E	22.48'
L3	N 68°52'30" E	10.16'
L4	N 71°20' E	339.60'
(L4)	N 71°18'50" E	159.15'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	400.26'	S 61°33'45" W	399.17'	14°37'30"
C2	838.65'	98.01'	N 65°07'30" E	175.27'	6°41'45"
C3	1,568.00'	101.80'	N 52°23'30" E	101.79'	3°43'15"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. 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 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 289
2. TEXAS POWER & LIGHT COMPANY, VOL. 307, PG. 194
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 666

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 DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 26DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 26DE

BEING a 0.138 of one acre parcel (6,000 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 52.41 acre tract of land described as 'Tract One' in an Independent Executor's Distribution Deed to Mary L. Bost, recorded in Document No. 2013006956 of the Official Public Records of Williamson County, Texas. Said 0.138 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10195215.01, E: 3151635.10) in the West line of said 52.41 acre tract and the East line of a called 17.90 acre tract of land described in a Warranty Deed with Vendor's Lien to Homer R. Thomas and wife, Barbara L. Thomas, recorded in Volume 770, Page 825, of the Deed Records of Williamson County, Texas, also being in the proposed Southeasterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet right of and at a right angle to Engineers Centerline Station 154+94.11, from which a 1/2-inch iron rebar found for the Northwest corner of said 52.41 acre tract and the Northeast corner of said 17.90 acre tract, also being in the existing Southeasterly right-of-way line of County Road No. 105, bears North 21°20'30" West a distance of 73.96 feet;

THENCE over and across said 52.41 acre tract and along said proposed Southeasterly right-of-way line of County Road No. 105, the following two (2) courses and distances:

1. North 68°52'30" East a distance of 434.89 feet to the Northwest corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10195371.74, E: 3152040.77) of the herein described tract, said corner being 68.00 feet right of and at a right angle to Engineers Centerline Station 159+29.00; and

2. **North 68°52'30" East** a distance of **150.00** feet to the Northeast corner of the herein described tract, said corner being 68.00 feet right of and at a right angle to Engineers Centerline Station 160+79.00, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature in said proposed Southeasterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 482.65 feet;

THENCE departing said proposed Southeasterly right-of-way line of County Road No. 105, and continuing over and across said 52.41 acre tract, the following three (3) courses and distances:

1. **South 21°07'30" East** a distance of **40.00** feet to the Southeast corner of the herein described tract;

2. **South 68°52'30" West** a distance of **150.00** feet to the Southwest corner of the herein described tract; and

3. **North 21°07'30" West** a distance of **40.00** feet to the **POINT OF BEGINNING** and containing 0.138 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

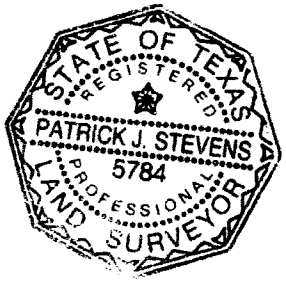
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

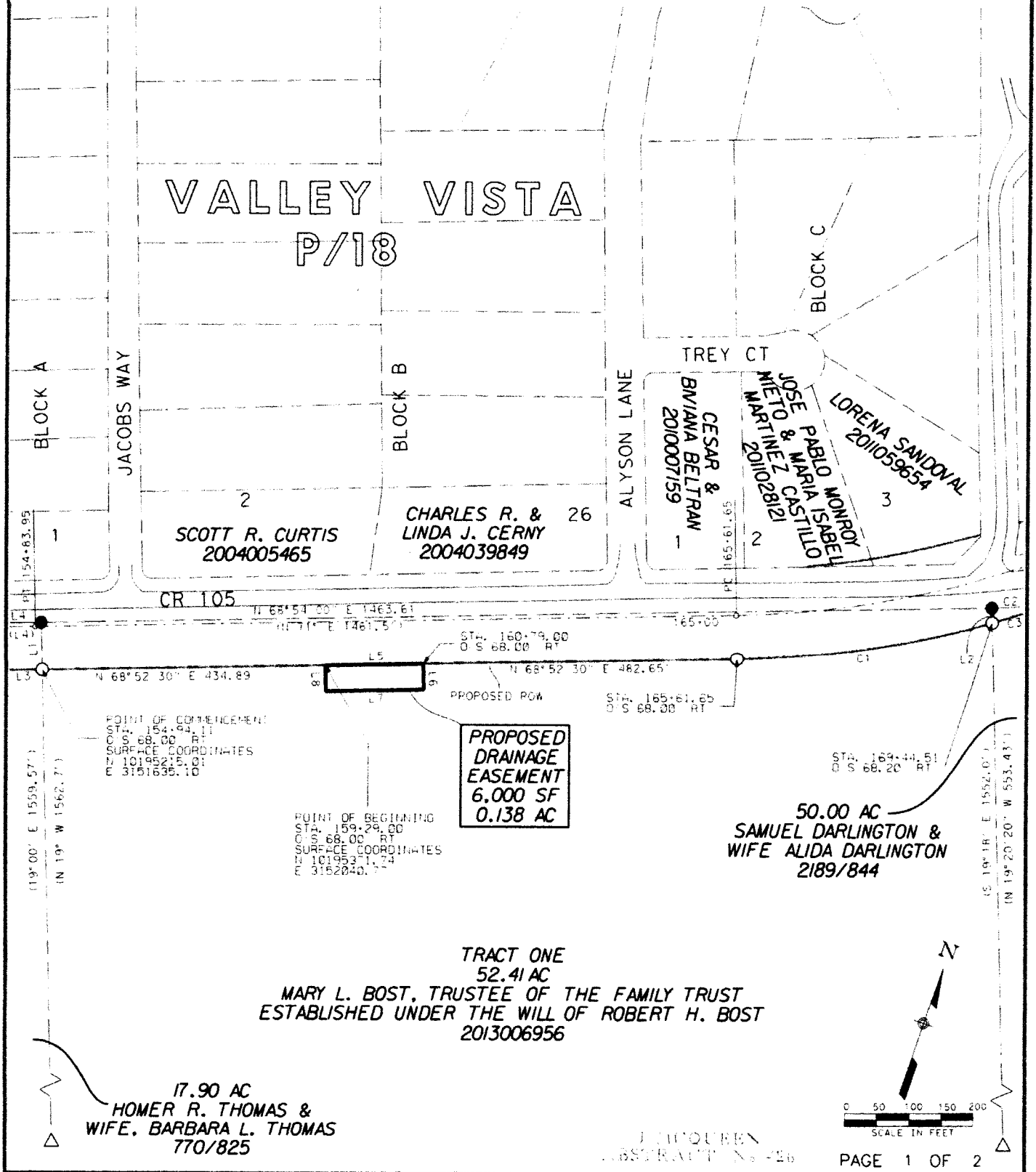
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 26DE.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
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SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
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- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 21°20'30" W	73.96'
L2	S 21°28'45" E	22.48'
L3	N 68°52'30" E	10.16'
L4	N 71°20' E	339.60'
(L4)	N 71°18'50" E	159.15'
L5	N 68°52'30" E	150.00'
L6	S 21°07'30" E	40.00'
L7	S 68°52'30" W	150.00'
L8	N 21°07'30" W	40.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	400.26'	S 61°33'45" W	399.17'	14°37'30"
C2	838.65'	98.01'	N 65°07'30" E	175.27'	6°41'45"
C3	1,568.00'	101.80'	N 52°23'30" E	101.79'	3°43'15"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. 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 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 289
2. TEXAS POWER & LIGHT COMPANY, VOL. 307, PG. 194
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 666

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 DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "C"

Parcel 11

DEED
County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That M&RBFF, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 2.321 acres (101,092 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 26**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20___.

[signature page follows]

GRANTOR:

M&RBFF, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20___ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

Parcel 26

DRAINAGE EASEMENT
County Road 111/Westinghouse Road

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

That M&RBFF, LLC, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.138 acre (6,000 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 26DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the _____day of _____, 20____.

[signature pages follow]

GRANTOR:

M&RBFF, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ _, 20___ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **75.**

Meeting Date: 02/25/2020

Interlocal Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District regarding relocation of water system improvements on the County Road 101 project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jonah ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 10:57 AM
Form Started By: Charlie Crossfield		Started On: 02/20/2020 10:46 AM
Final Approval Date: 02/20/2020		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 101 PROJECT)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Jonah Special Utility District (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of realigning and improving a portion of CR 101 between US Highway 79 and Chandler Road (the "County Project"); and

WHEREAS, some of the proposed CR 101 roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the parties have determined that, because of the re-alignment of CR 101, the relocation of District water lines are necessary; and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are attached hereto as Exhibit "A" (the "Plans"); and

WHEREAS, the District would like to make upgrades to the water lines which are being relocated; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate and make improvements to the District's water system improvements in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of District waterline improvements caused by the County's re-alignment of the CR 101.

1.02 County Relocation of Waterlines. The County will, at its own expense, relocate the District water lines in accordance with the Plans, with the exception of additional costs related to improvements to the water lines ("Betterment") detailed in the Betterment Calculations attached

hereto as Exhibit "B." The District agrees to relocate fire hydrants located at County Road 395 and County Road 369.

1.03 County Signage. The County will, at its own expense, provide two signs indicating the location of the District's existing water line easement between roadway stations 75+00 to 90+00. Both parties agree that this water line will remain in place.

1.04 County to Obtain Easements. The County agrees to acquire at its own expense all necessary easements required for the relocation of District water lines.

1.05 District Obligations. The District shall be responsible for 100% percent all costs related to the design and construction of the water line Betterment. The Betterment Calculations attached hereto as Exhibit "B" estimate the cost of the Betterment at $362,368.00. Within thirty (30) days following the award of the contract for design and construction of the County Project, the District shall pay to the County the full bid price for the Betterment. The parties agree that on or before the thirtieth (30^{th}) day following completion of the County Project they will true-up the actual costs related to the design and construction of the water line Betterment. Any funds being due to the District or the County, as the case may be, shall within thirty (30) days thereafter be remitted by the party owing such amount to the other party.

1.06 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.

1.07 Relocation of Waterlines and Provision of Easement Rights. The County will, at its own expense, relocate the Waterlines to construct the 16" Waterline as described in the construction plans (the "Project Plans") and the specifications associated with the Project Plans (the "Project") and convey a water line easement to Jonah in a form mutually agreeable to the parties that contains provisions regarding the following:

(a) grants Jonah an exclusive right to at least a 15-foot wide designated portion of the right-of-way for its water line and an additional 15-wide construction easement to be used in the event repairs to the water line are required;

(b) provides Jonah the right to make any repairs or improvements to its water line with no obligation to repair the overlying roadway improvements, including but not limited to sidewalks and driveways; and

(c) requires the County (or the City, in the future) to relocate Jonah's facilities if necessary in the future and acquire and provide any future easements or the same right-of-way rights in favor of Jonah at the County's sole expense.

1.08 Future Relocations. Should the County or any other entity require the relocation of the District water system improvements previously relocated by this Agreement, other than those relocations identified as Betterment in Exhibit B, the County shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

2.02 Construction Plans. The County shall submit the Plans related to relocation of the water lines, and any changes or modifications thereto, to the District for review and approval prior to commencing construction.

2.03 Inspection. The District may inspect the Project Plans and the physical improvements relocated Waterline during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District.

2.04 Permits. The District shall be responsible for obtaining permits required for the construction of the Project.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the District as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the Project in amounts satisfactory to the District. The County shall transfer any warranties for the Project to the District upon final completion and acceptance of the project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Jonah Water Special Utility District
4050 FM 1660
Hutto, Texas 78634
Attn: General Manager
Telephone: (512) 759-1286

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

JONAH WATER SPECIAL UTILITY DISTRICT:

By: _____

Printed Name: Bill Brown

Title: General Manager

Date: 2.17.2020

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
William Gravell, Jr., County Judge

Date: _____

EXHIBIT A

PLANS

JON

4050
HUTTO ,
1-512-
PWS II
CCN I

2016 - C.R. 101; U

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS

2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.

3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.

4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

5. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS, OR AS SHOWN ON THE PLANS AND/OR BID SCHEDULE.

6. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.

7. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

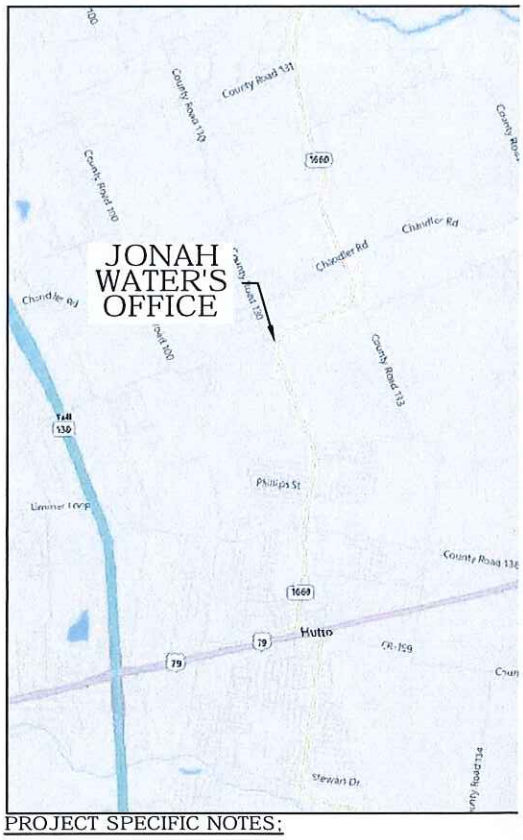
8. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

9. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 72 HOURS IN ADVANCE

10. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.

11. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.

12. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm FOR SHEETS.

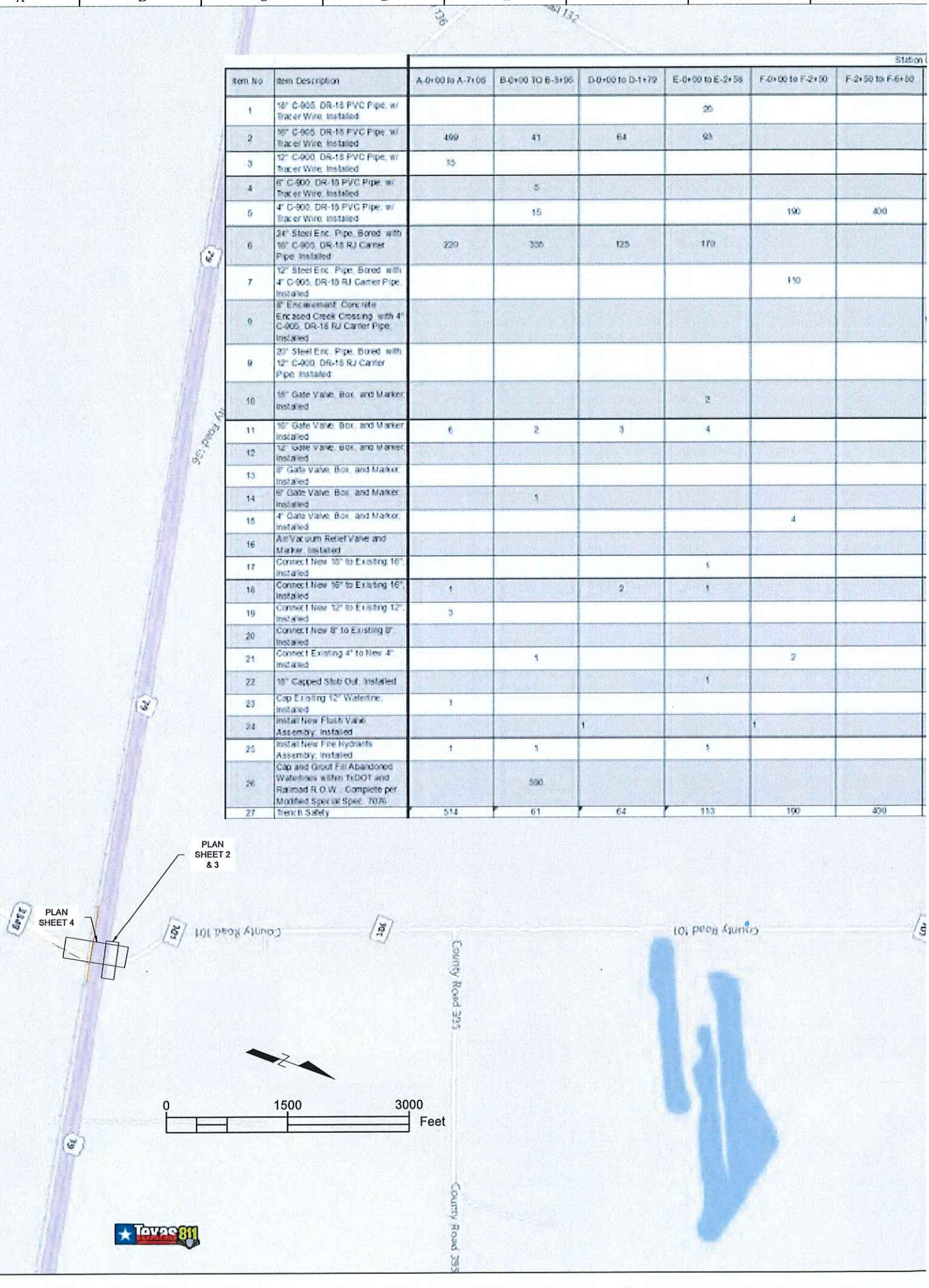


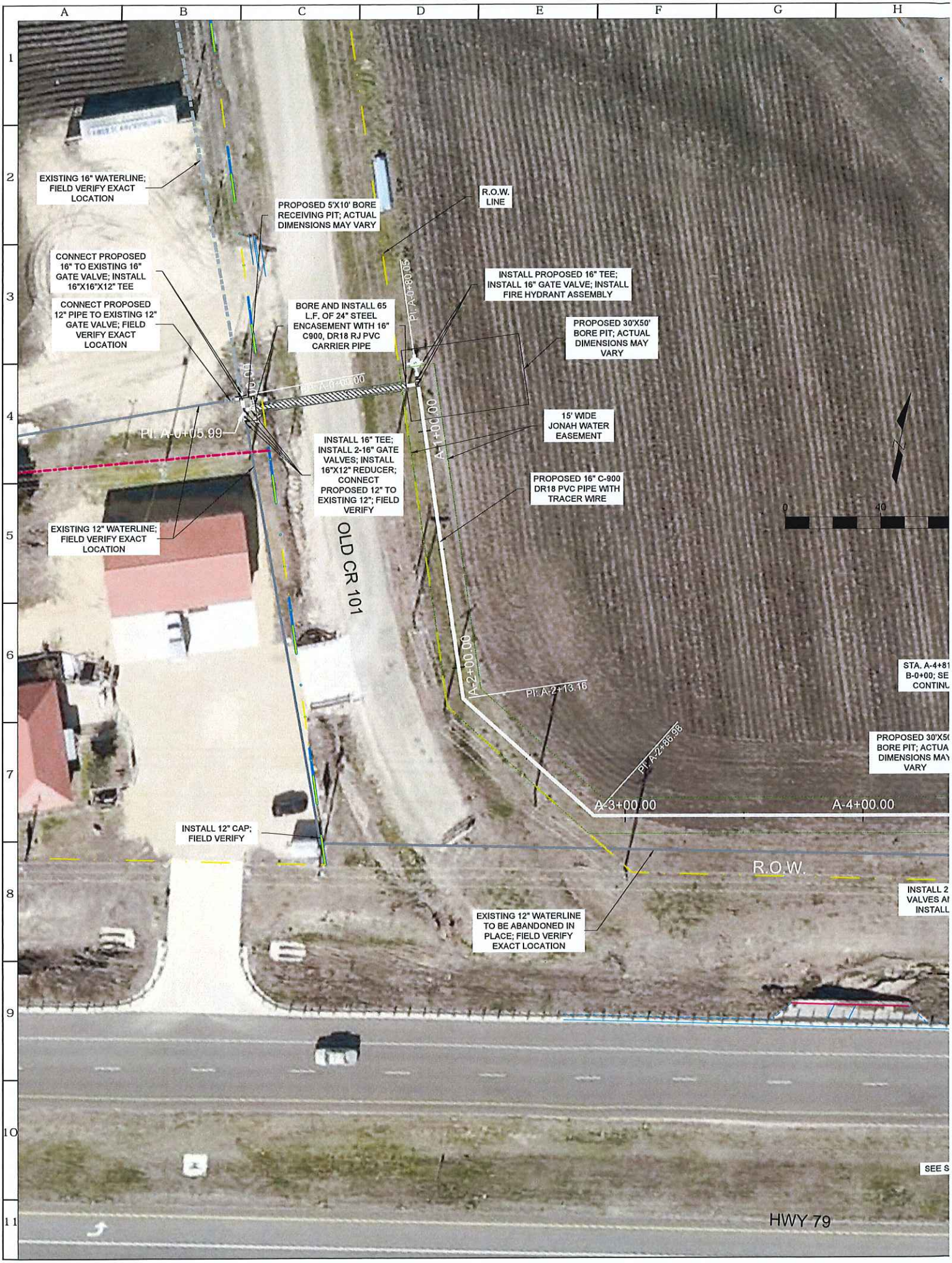
PROJECT SPECIFIC NOTES:

1. PROPERTY AND R.O.W. LINES ILLUSTRATED ARI
2. PROFILE ELEVATIONS WERE CREATED UTILIZIN(
3. EXISTING UTILITY LOCATIONS ILLUSTRATED ARI
4. WHEN PARALLELING EXISTING WATERLINE ON I EASEMENT IS CENTERED ON EXISTING WATERLI TO DETERMINE ACTUAL EASEMENT LOCATION I
5. SCHEDULE ALL PLANNED INTERRUPTIONS TO V HOURS IN ADVANCE.
6. THE COST FOR THE INSTALLATION OF TYPE 1, THE COST OF THE INSTALLATION ITS APPLICAB
7. CONTRACTOR MUST CONTACT WILLIAMSON COU REQUIRED COUNTY ROAD BORES.

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@CAYOTECON.COM

Item No	Item Description	A-0+00 to A-7+08	B-0+00 TO B-3+95	D-0+00 to D-1+79	E-0+00 to E-2+56	F-0+00 to F-2+50	F-2+50 to F-6+50
1	18" C-905, DR-18 PVC Pipe, w/ Tracer Wire, Installed				26		
2	16" C-905, DR-18 PVC Pipe, w/ Tracer Wire, Installed	499	41	64	93		
3	12" C-900, DR-18 PVC Pipe, w/ Tracer Wire, Installed	15					
4	6" C-900, DR-18 PVC Pipe, w/ Tracer Wire, Installed		5				
5	4" C-900, DR-18 PVC Pipe, w/ Tracer Wire, Installed		15			190	400
6	24" Steel Enc. Pipe, Bored with 16" C-905, DR-18 RJ Carrier Pipe, Installed	220	335	125	170		
7	12" Steel Enc. Pipe, Bored with 4" C-905, DR-18 RJ Carrier Pipe, Installed					110	
8	8' Encasement, Concrete Encased Creek Crossing with 4" C-905, DR-18 RJ Carrier Pipe, Installed						
9	20" Steel Enc. Pipe, Bored with 12" C-900, DR-18 RJ Carrier Pipe, Installed						
10	16" Gate Valve, Box, and Marker, Installed				2		
11	16" Gate Valve, Box, and Marker, Installed	6	2	3	4		
12	12" Gate Valve, Box, and Marker, Installed						
13	8" Gate Valve, Box, and Marker, Installed						
14	6" Gate Valve, Box, and Marker, Installed		1				
15	4" Gate Valve, Box, and Marker, Installed					4	
16	Air/Vacuum Relief Valve and Marker, Installed						
17	Connect New 16" to Existing 16", Installed				1		
18	Connect New 16" to Existing 16", Installed	1		2	1		
19	Connect New 12" to Existing 12", Installed	3					
20	Connect New 8" to Existing 8", Installed						
21	Connect Existing 4" to New 4", Installed		1			2	
22	16" Capped Stub Out, Installed				1		
23	Cap Existing 12" Waterline, Installed	1					
24	Install New Flush Valve Assembly, Installed			1		1	
25	Install New Fire Hydrants Assembly, Installed	1	1		1		
26	Cap and Grout Fill Abandoned Waterlines within TxDOT and Railroad R.O.W., Complete per Modified Special Spec. 7076		380				
27	Trench Safety	514	61	64	113	190	400

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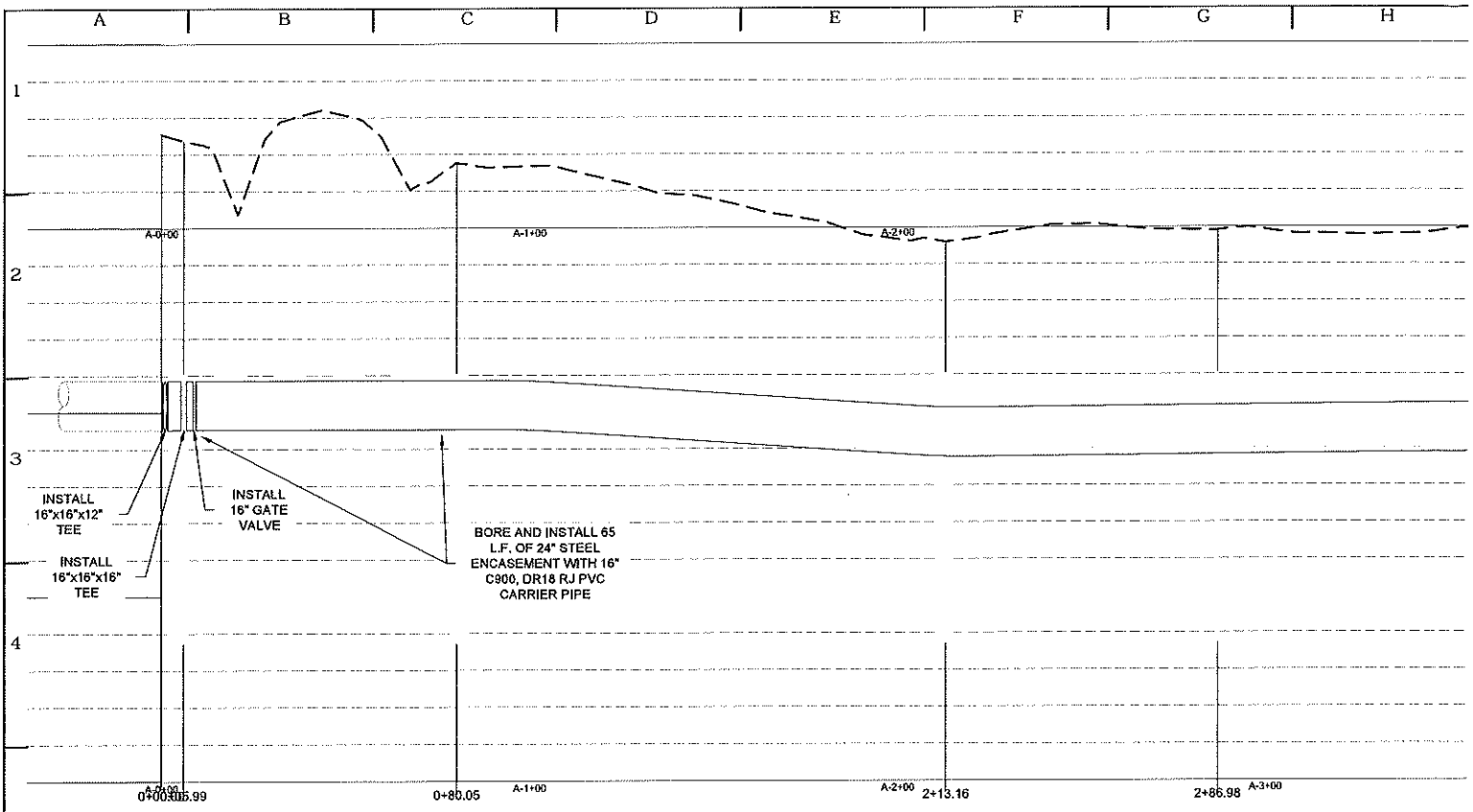
EXISTING 16" WATERLINE; FIELD VERIFY EXACT LOCATION
PROPOSED 5'X10' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY
R.O.W. LINE
CONNECT PROPOSED 16" TO EXISTING 16" GATE VALVE; INSTALL 16"X16"X12" TEE
CONNECT PROPOSED 12" PIPE TO EXISTING 12" GATE VALVE; FIELD VERIFY EXACT LOCATION
BORE AND INSTALL 65 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ PVC CARRIER PIPE
INSTALL PROPOSED 16" TEE; INSTALL 16" GATE VALVE; INSTALL FIRE HYDRANT ASSEMBLY
PROPOSED 30'X50' BORE PIT; ACTUAL DIMENSIONS MAY VARY
Pl. A-0+80.05
Pl. A-0+00.00
Pl. A-0+05.99
A-1+00.00
15' WIDE JONAH WATER EASEMENT
INSTALL 16" TEE; INSTALL 2-16" GATE VALVES; INSTALL 16"X12" REDUCER; CONNECT PROPOSED 12" TO EXISTING 12"; FIELD VERIFY
PROPOSED 16" C-900 DR18 PVC PIPE WITH TRACER WIRE
EXISTING 12" WATERLINE; FIELD VERIFY EXACT LOCATION
OLD CR 101
A-2+00.00
Pl. A-2+13.16
Pl. A-2+85.98
A-3+00.00
A-4+00.00
INSTALL 12" CAP; FIELD VERIFY
R.O.W.
EXISTING 12" WATERLINE TO BE ABANDONED IN PLACE; FIELD VERIFY EXACT LOCATION
0
40
HWY 79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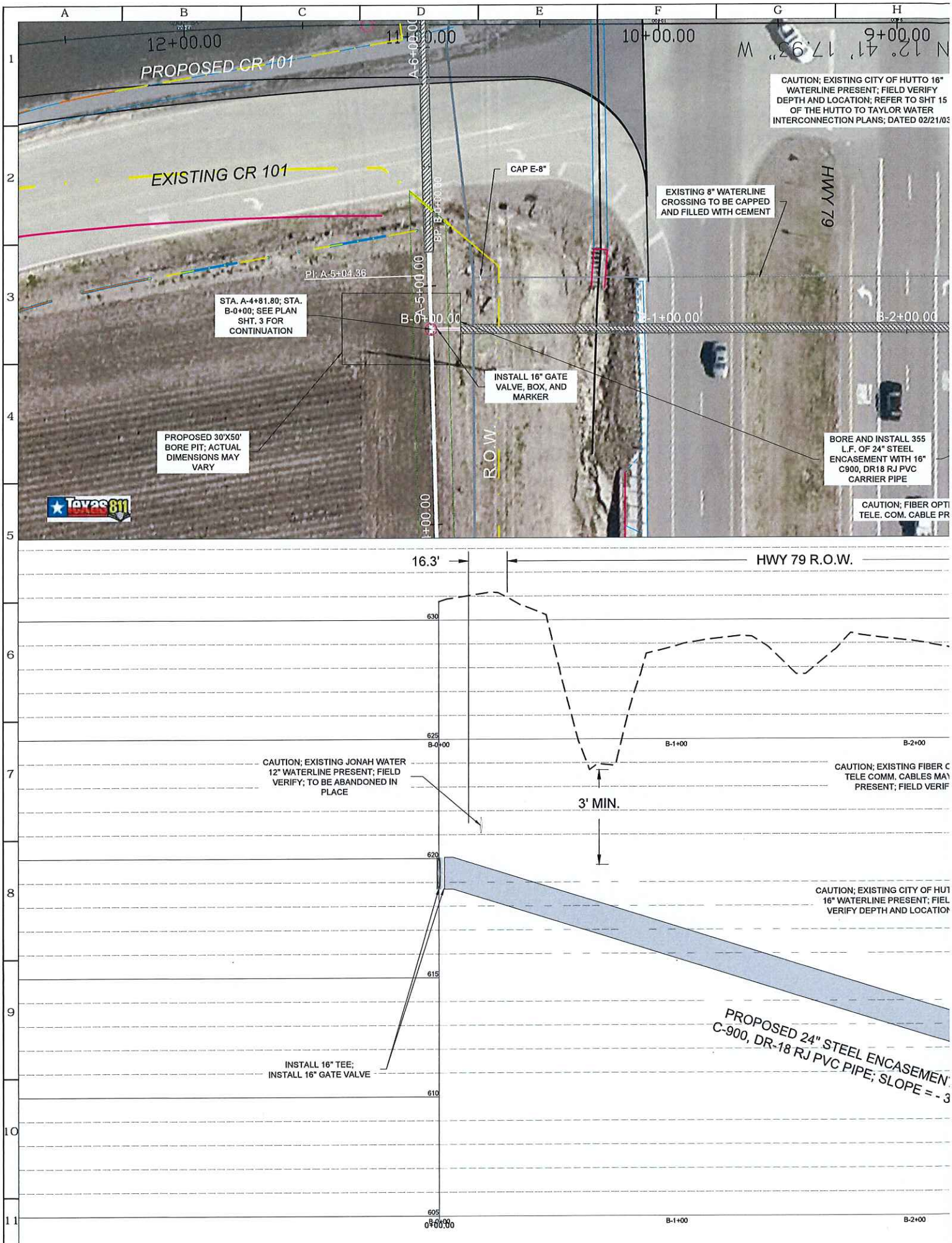
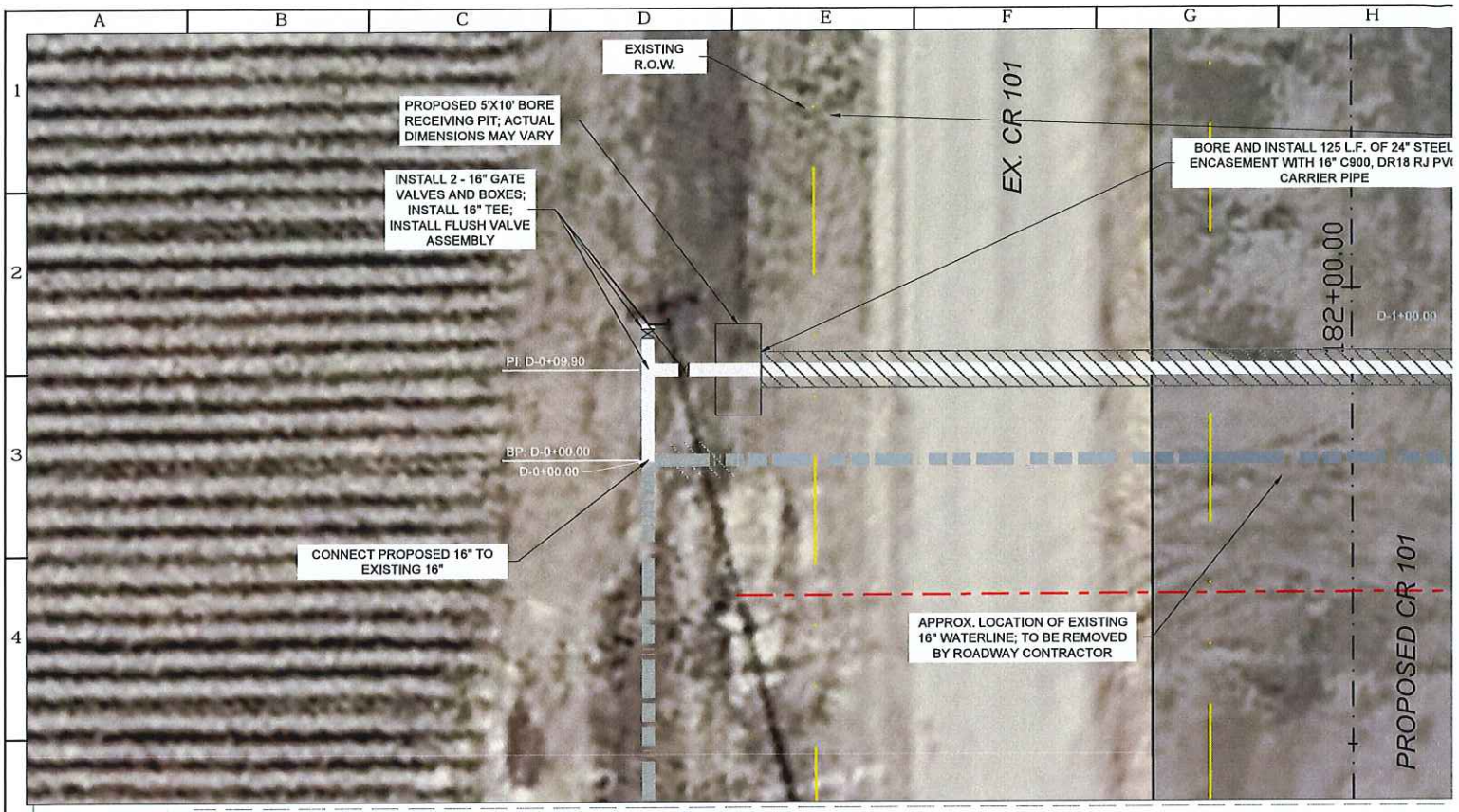
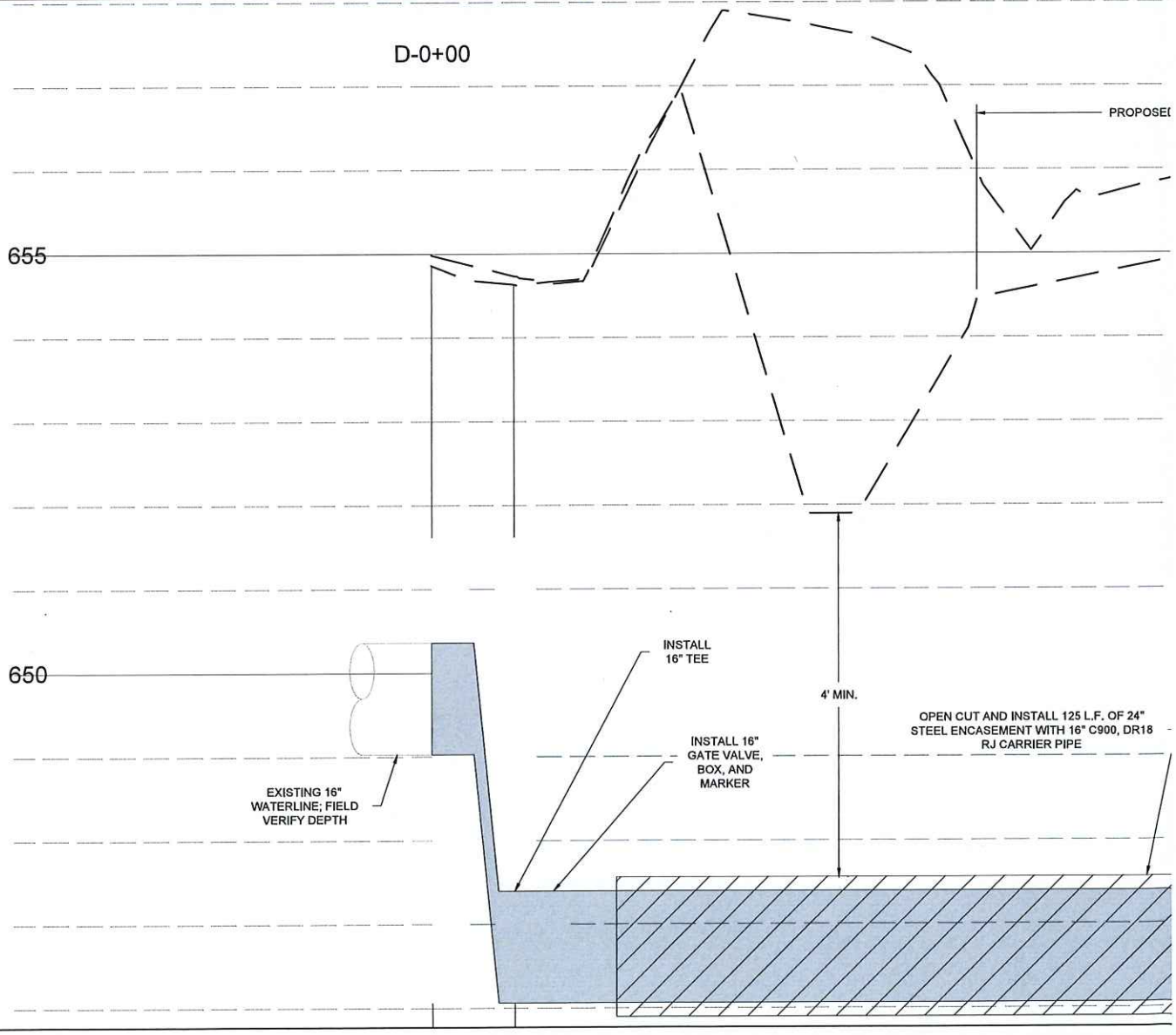
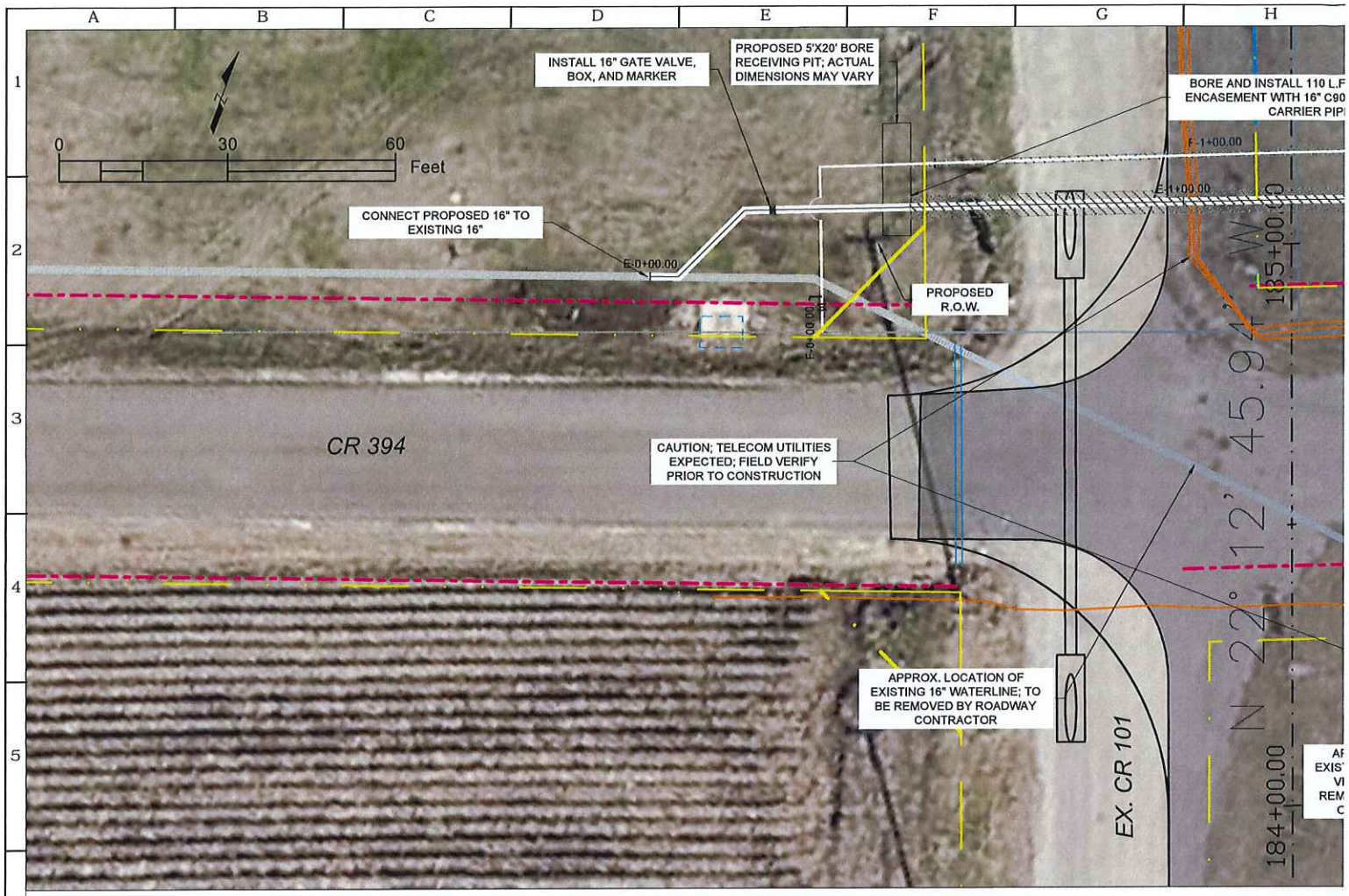
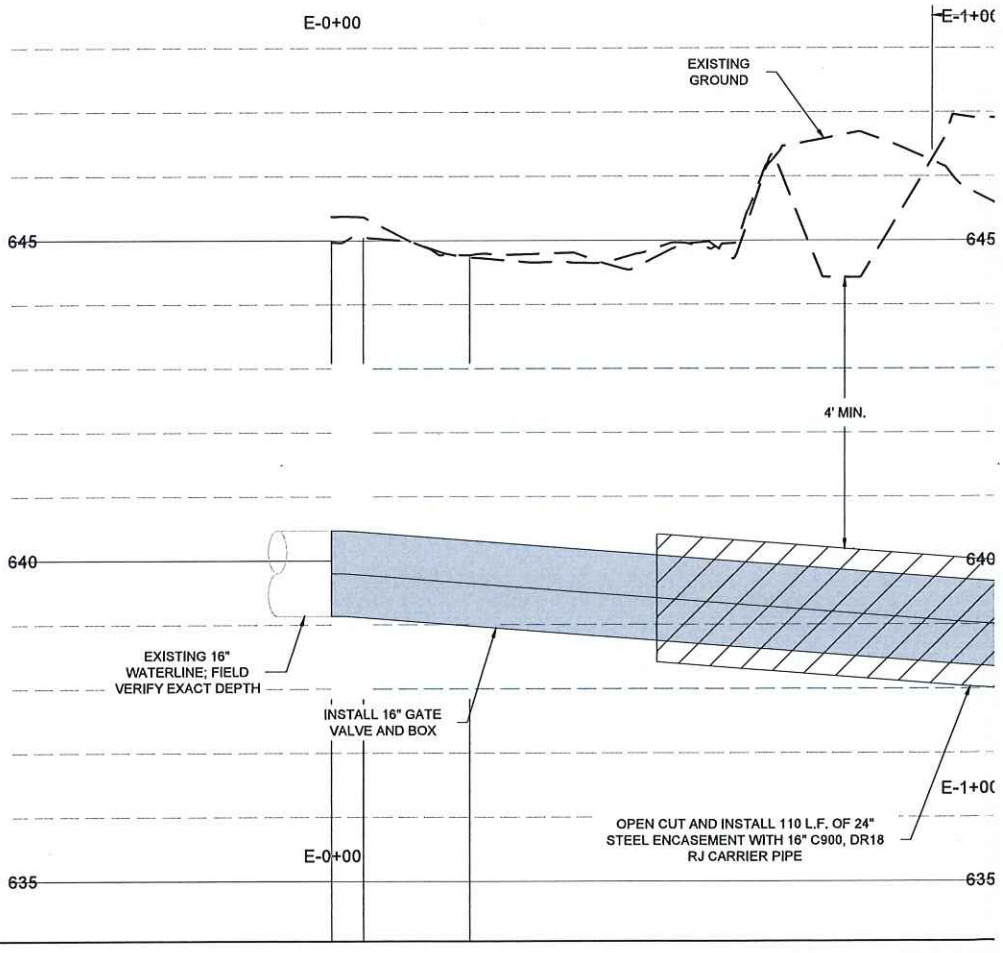
A-0+00
A-1+00
A-2+00
INSTALL
16"x16"x12"
TEE
INSTALL
16"x16"x16"
TEE
INSTALL
16" GATE
VALVE
BORE AND INSTALL 65
L.F. OF 24" STEEL
ENCASEMENT WITH 16"
C900, DR18 RJ PVC
CARRIER PIPE
A-0+00
0+80.05
A-1+00
A-2+00
2+13.16
2+86.98
A-3+00

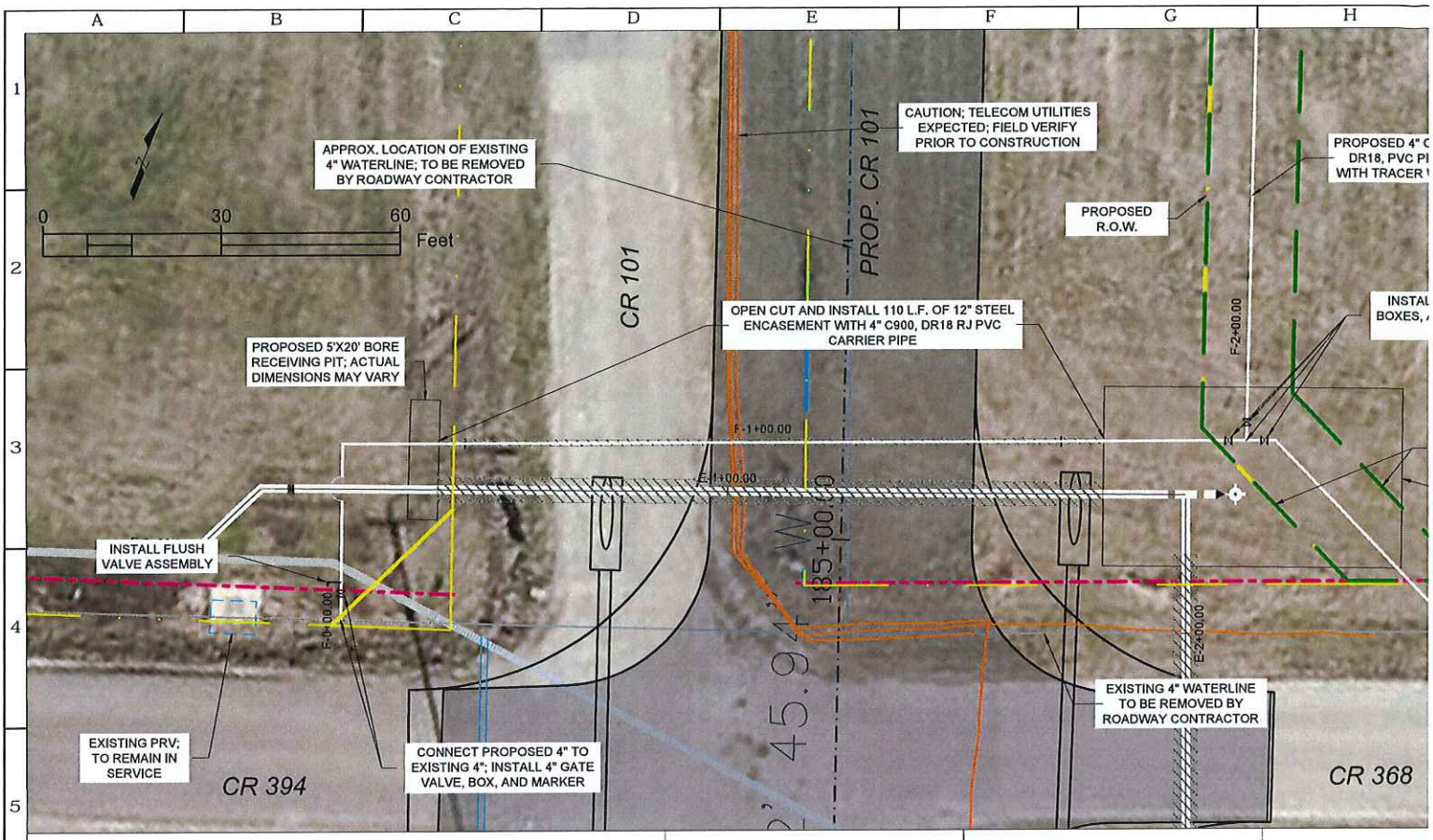

12+00.00
11+00.00
10+00.00
9+00.00
PROPOSED CR 101
EXISTING CR 101
CAUTION; EXISTING CITY OF HUTTO 16" WATERLINE PRESENT; FIELD VERIFY DEPTH AND LOCATION; REFER TO SHT 15 OF THE HUTTO TO TAYLOR WATER INTERCONNECTION PLANS; DATED 02/21/03
CAP E-8"
EXISTING 8" WATERLINE CROSSING TO BE CAPPED AND FILLED WITH CEMENT
HWY 79
PI: A-5+04.36
STA. A-4+81.80; STA. B-0+00; SEE PLAN SHT. 3 FOR CONTINUATION
B-0+00.00
B-1+00.00
B-2+00.00
INSTALL 16" GATE VALVE, BOX, AND MARKER
PROPOSED 30'X50' BORE PIT; ACTUAL DIMENSIONS MAY VARY
R.O.W.
BORE AND INSTALL 355 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ PVC CARRIER PIPE
CAUTION; FIBER OPTI TELE. COM. CABLE PR
Texas 811
16.3'
HWY 79 R.O.W.
630
625
620
615
610
605
B-0+00
B-1+00
B-2+00
CAUTION; EXISTING JONAH WATER 12" WATERLINE PRESENT; FIELD VERIFY; TO BE ABANDONED IN PLACE
CAUTION; EXISTING FIBER C TELE COMM. CABLES MA PRESENT; FIELD VERIF
3' MIN.
CAUTION; EXISTING CITY OF HU 16" WATERLINE PRESENT; FIEL VERIFY DEPTH AND LOCATIO
INSTALL 16" TEE; INSTALL 16" GATE VALVE
PROPOSED 24" STEEL ENCASEMEN C-900, DR-18 RJ PVC PIPE; SLOPE = - 3
0+00.00

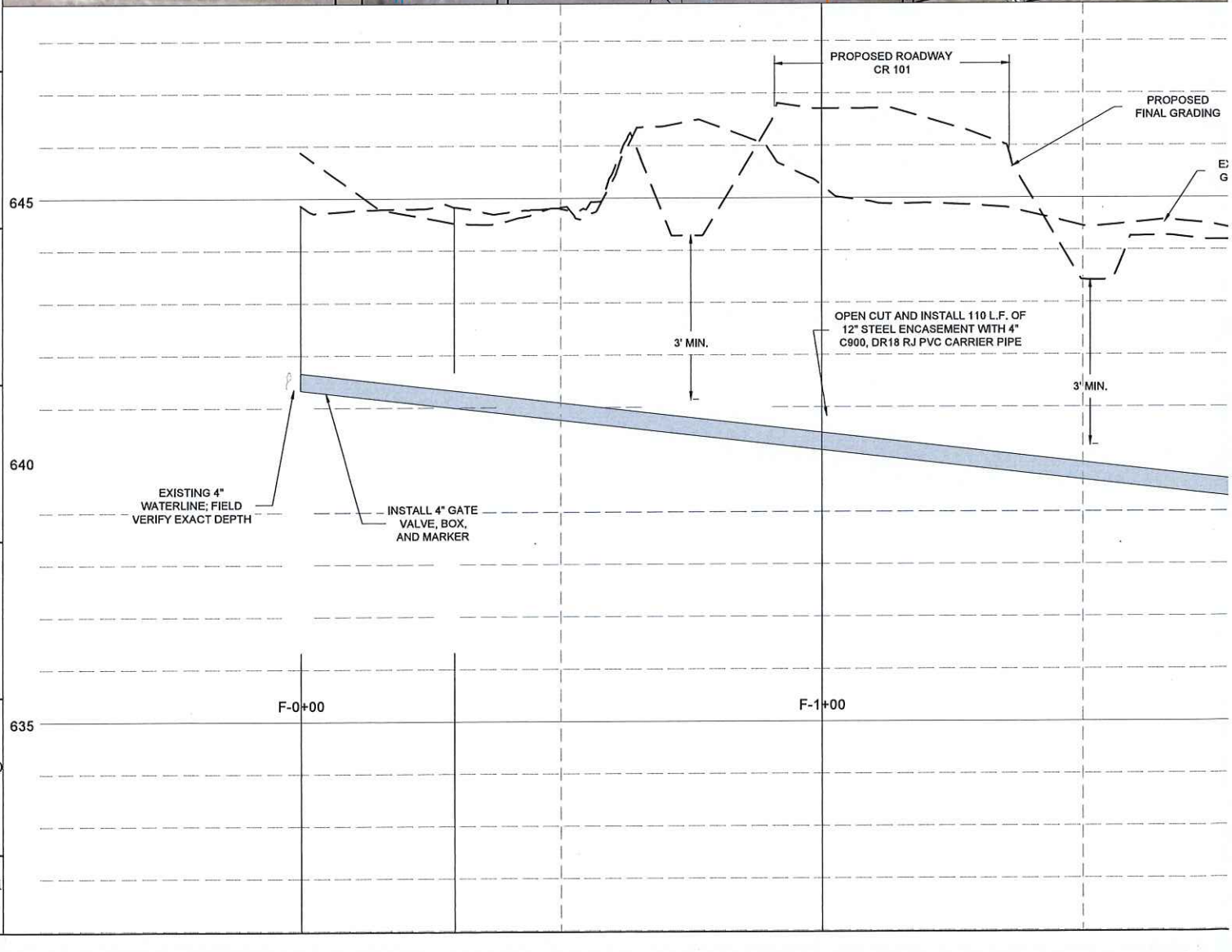

EXISTING R.O.W.
PROPOSED 5'X10' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY
INSTALL 2 - 16" GATE VALVES AND BOXES; INSTALL 16" TEE; INSTALL FLUSH VALVE ASSEMBLY
EX. CR 101
BORE AND INSTALL 125 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ PV CARRIER PIPE
182+00.00
D-1+00.00
PI: D-0+09.90
BP: D-0+00.00
D-0+00.00
CONNECT PROPOSED 16" TO EXISTING 16"
APPROX. LOCATION OF EXISTING 16" WATERLINE; TO BE REMOVED BY ROADWAY CONTRACTOR
PROPOSED CR 101

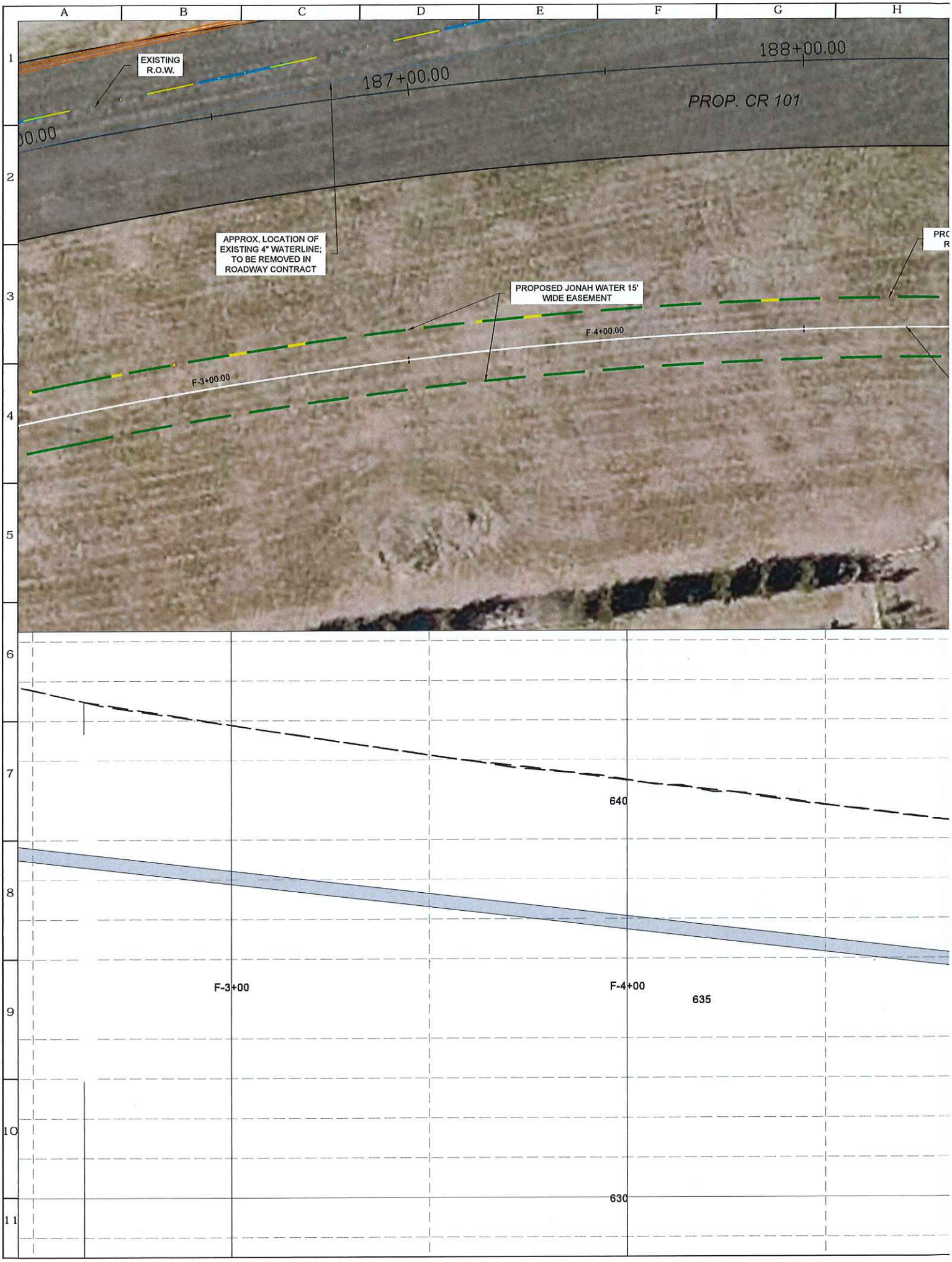

D-0+00
PROPOSE
655
650
INSTALL 16" TEE
4' MIN.
OPEN CUT AND INSTALL 125 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ CARRIER PIPE
INSTALL 16" GATE VALVE, BOX, AND MARKER
EXISTING 16" WATERLINE; FIELD VERIFY DEPTH

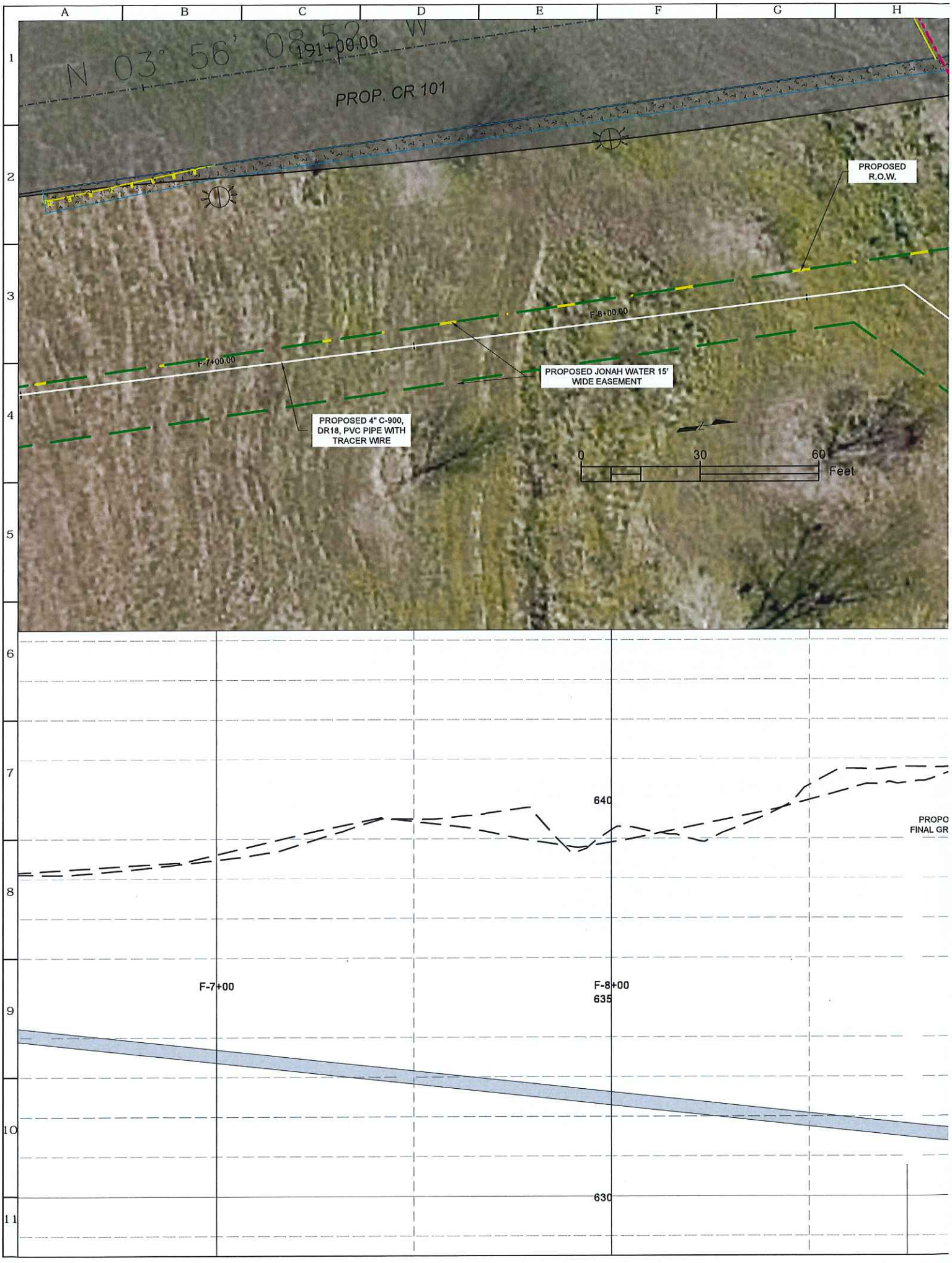

INSTALL 16" GATE VALVE, BOX, AND MARKER
PROPOSED 5'X20' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY
BORE AND INSTALL 110 L.F
ENCASEMENT WITH 16" C90
CARRIER PIP
0
30
60
Feet
CONNECT PROPOSED 16" TO EXISTING 16"
E-0+00.00
E-1+00.00
PROPOSED R.O.W.
CR 394
CAUTION; TELECOM UTILITIES EXPECTED; FIELD VERIFY PRIOR TO CONSTRUCTION
APPROX. LOCATION OF EXISTING 16" WATERLINE; TO BE REMOVED BY ROADWAY CONTRACTOR
EX. CR 101
N 22° 12' 45.94" W
185+00.00
184+00.00


E-0+00
E-1+00
EXISTING GROUND
645
645
4' MIN.
640
640
EXISTING 16" WATERLINE; FIELD VERIFY EXACT DEPTH
INSTALL 16" GATE VALVE AND BOX
E-1+00
OPEN CUT AND INSTALL 110 L.F. OF 24" STEEL ENCASEMENT WITH 16" C900, DR18 RJ CARRIER PIPE
E-0+00
635
635


APPROX. LOCATION OF EXISTING 4" WATERLINE; TO BE REMOVED BY ROADWAY CONTRACTOR
CAUTION; TELECOM UTILITIES EXPECTED; FIELD VERIFY PRIOR TO CONSTRUCTION
PROPOSED R.O.W.
0
30
60
Feet
CR 101
PROP. CR 101
OPEN CUT AND INSTALL 110 L.F. OF 12" STEEL ENCASEMENT WITH 4" C900, DR18 RJ PVC CARRIER PIPE
PROPOSED 5'X20' BORE RECEIVING PIT; ACTUAL DIMENSIONS MAY VARY
F-1+00.00
F-2+00.00
INSTALL FLUSH VALVE ASSEMBLY
F-0+00.00
135+00.00
EXISTING 4" WATERLINE TO BE REMOVED BY ROADWAY CONTRACTOR
EXISTING PRV; TO REMAIN IN SERVICE
CONNECT PROPOSED 4" TO EXISTING 4"; INSTALL 4" GATE VALVE, BOX, AND MARKER
CR 394
CR 368


PROPOSED ROADWAY CR 101
PROPOSED FINAL GRADING
645
3' MIN.
OPEN CUT AND INSTALL 110 L.F. OF 12" STEEL ENCASEMENT WITH 4" C900, DR18 RJ PVC CARRIER PIPE
3' MIN.
640
EXISTING 4" WATERLINE; FIELD VERIFY EXACT DEPTH
INSTALL 4" GATE VALVE, BOX, AND MARKER
F-0+00
F-1+00
635


EXISTING R.O.W.
187+00.00
188+00.00
PROP. CR 101
APPROX. LOCATION OF EXISTING 4" WATERLINE; TO BE REMOVED IN ROADWAY CONTRACT
PROPOSED JONAH WATER 15' WIDE EASEMENT
F-4+00.00
F-3+00.00
640
635
630
F-3+00
F-4+00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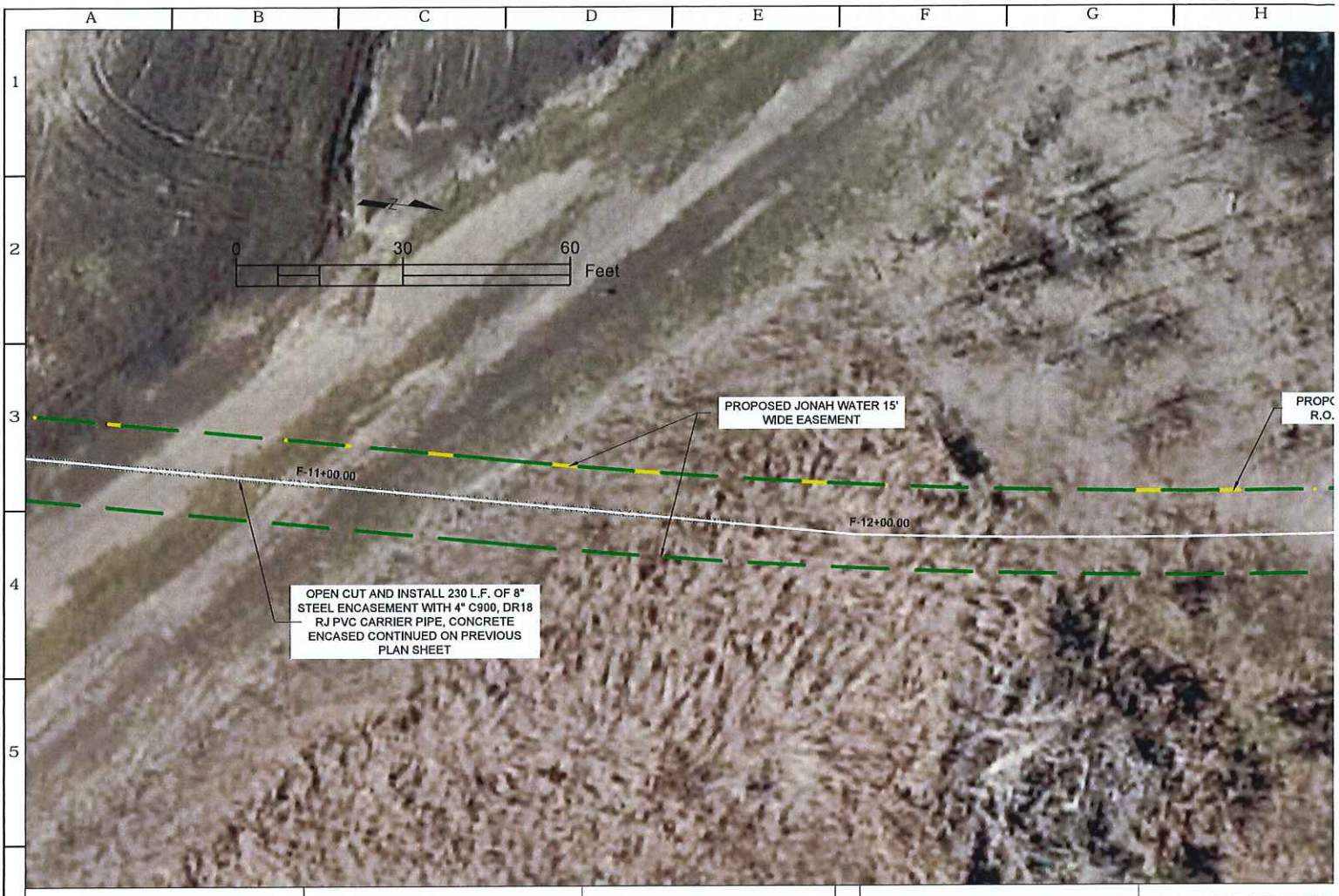
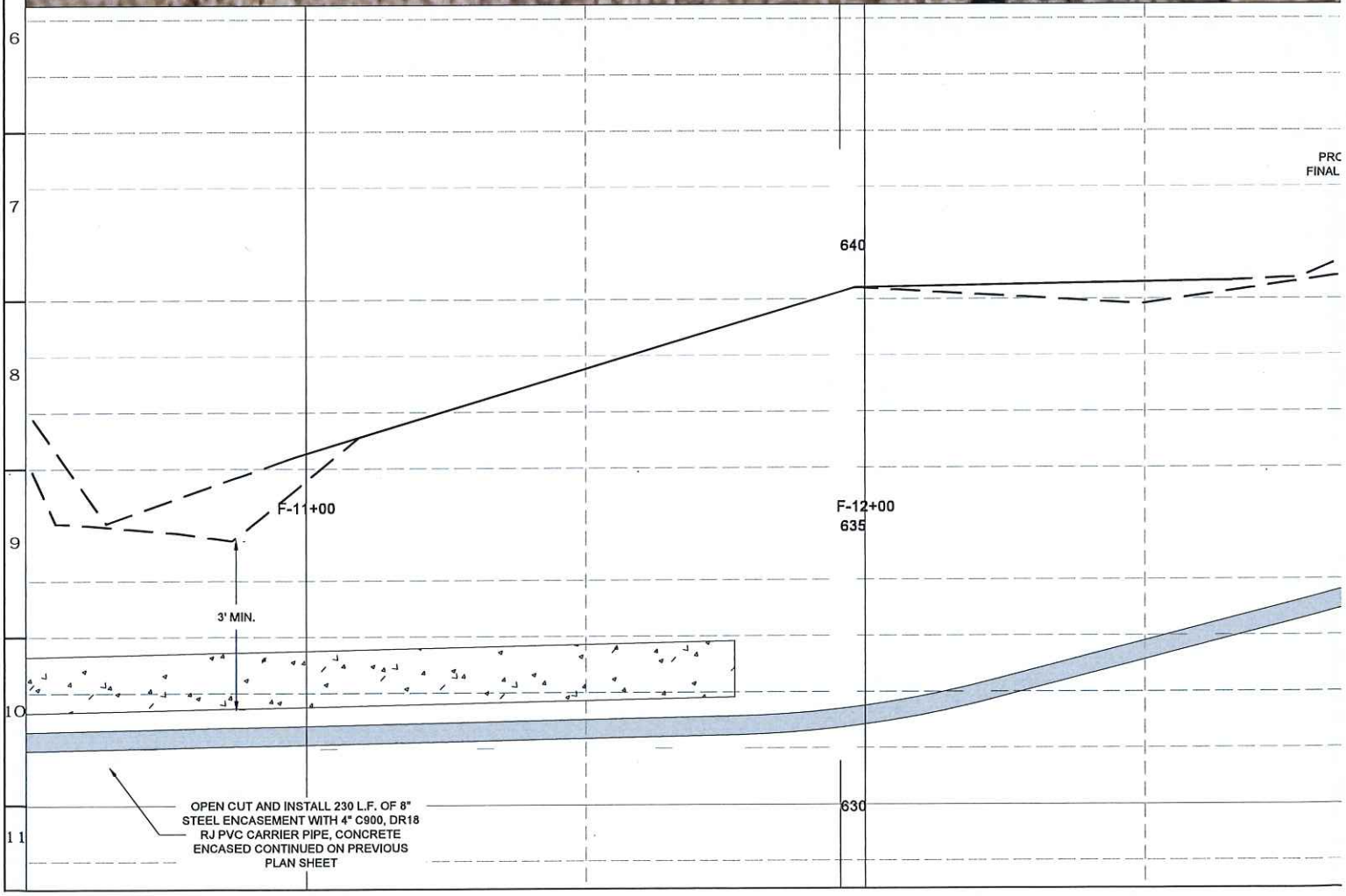
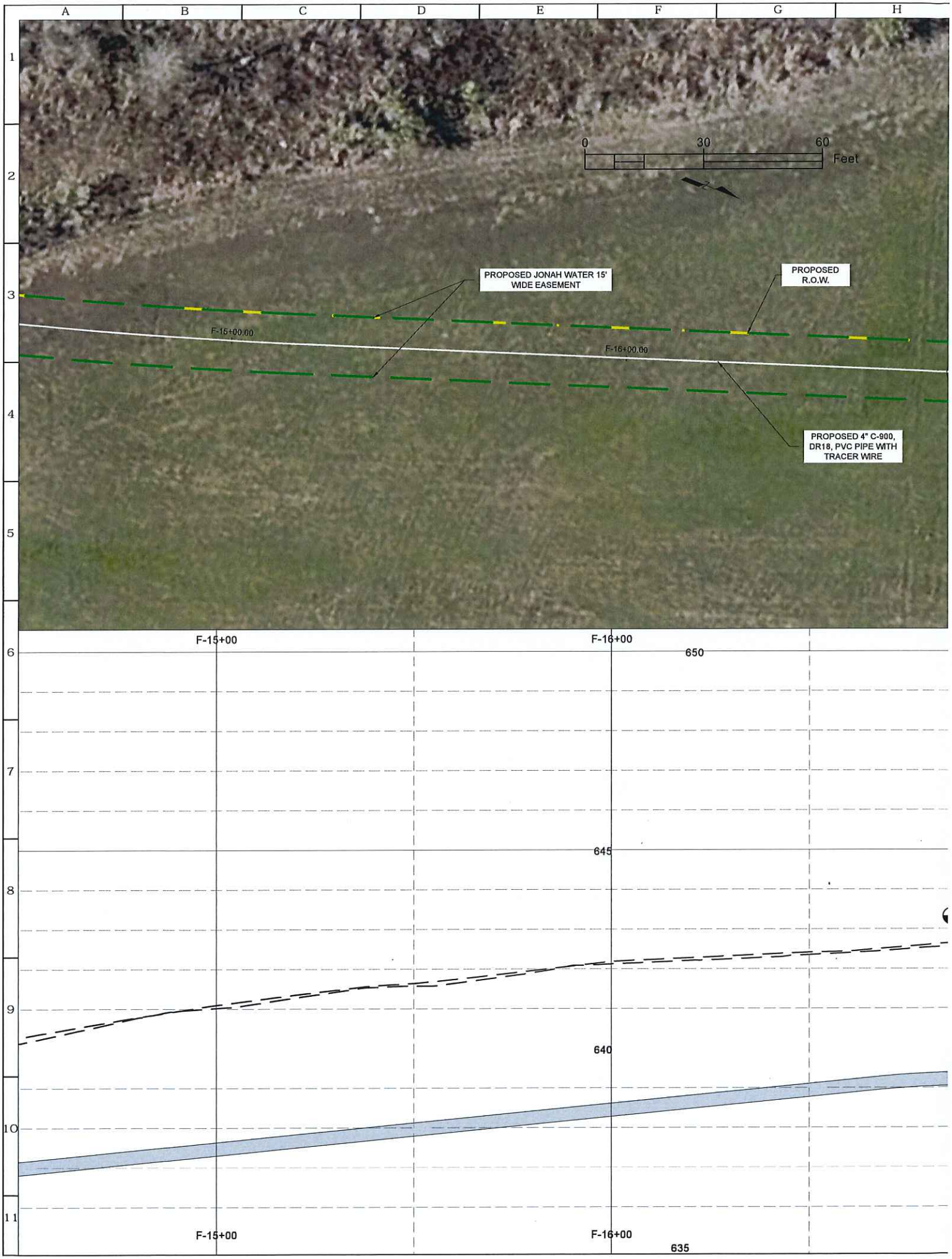
N 03° 56' 08.53" W
191+00.00
PROP. CR 101
PROPOSED R.O.W.
F-8+00.00
F-7+00.00
PROPOSED JONAH WATER 15' WIDE EASEMENT
PROPOSED 4" C-900, DR18, PVC PIPE WITH TRACER WIRE
0
30
60
Feet
640
PROPO
FINAL GR
F-7+00
F-8+00
635
630


0
30
60
Feet
PROPOSED JONAH WATER 15' WIDE EASEMENT
F-11+00.00
F-12+00.00
OPEN CUT AND INSTALL 230 L.F. OF 8" STEEL ENCASEMENT WITH 4" C900, DR18 RJ PVC CARRIER PIPE, CONCRETE ENCASED CONTINUED ON PREVIOUS PLAN SHEET


640
F-11+00
F-12+00
635
3' MIN.
630
OPEN CUT AND INSTALL 230 L.F. OF 8" STEEL ENCASEMENT WITH 4" C900, DR18 RJ PVC CARRIER PIPE, CONCRETE ENCASED CONTINUED ON PREVIOUS PLAN SHEET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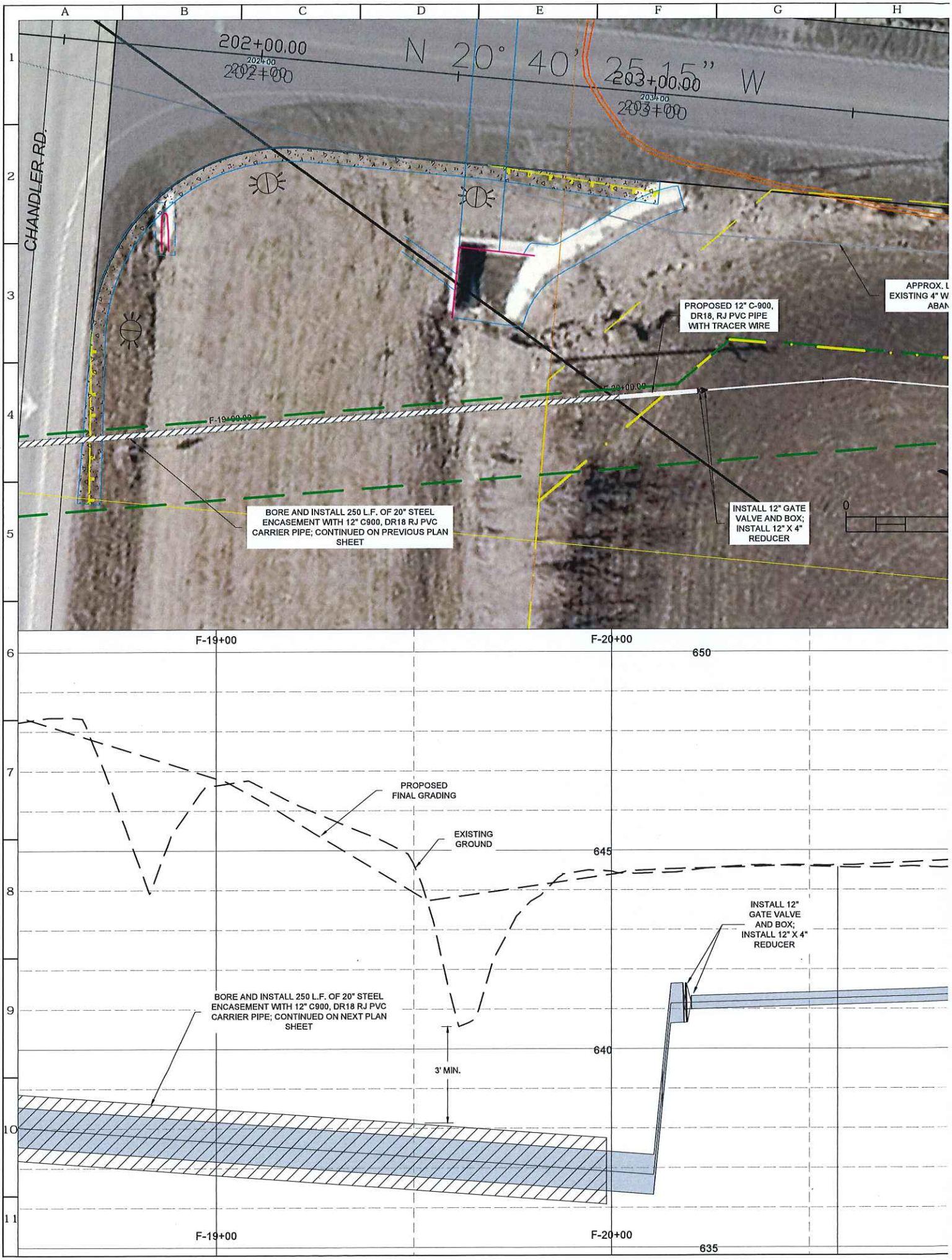
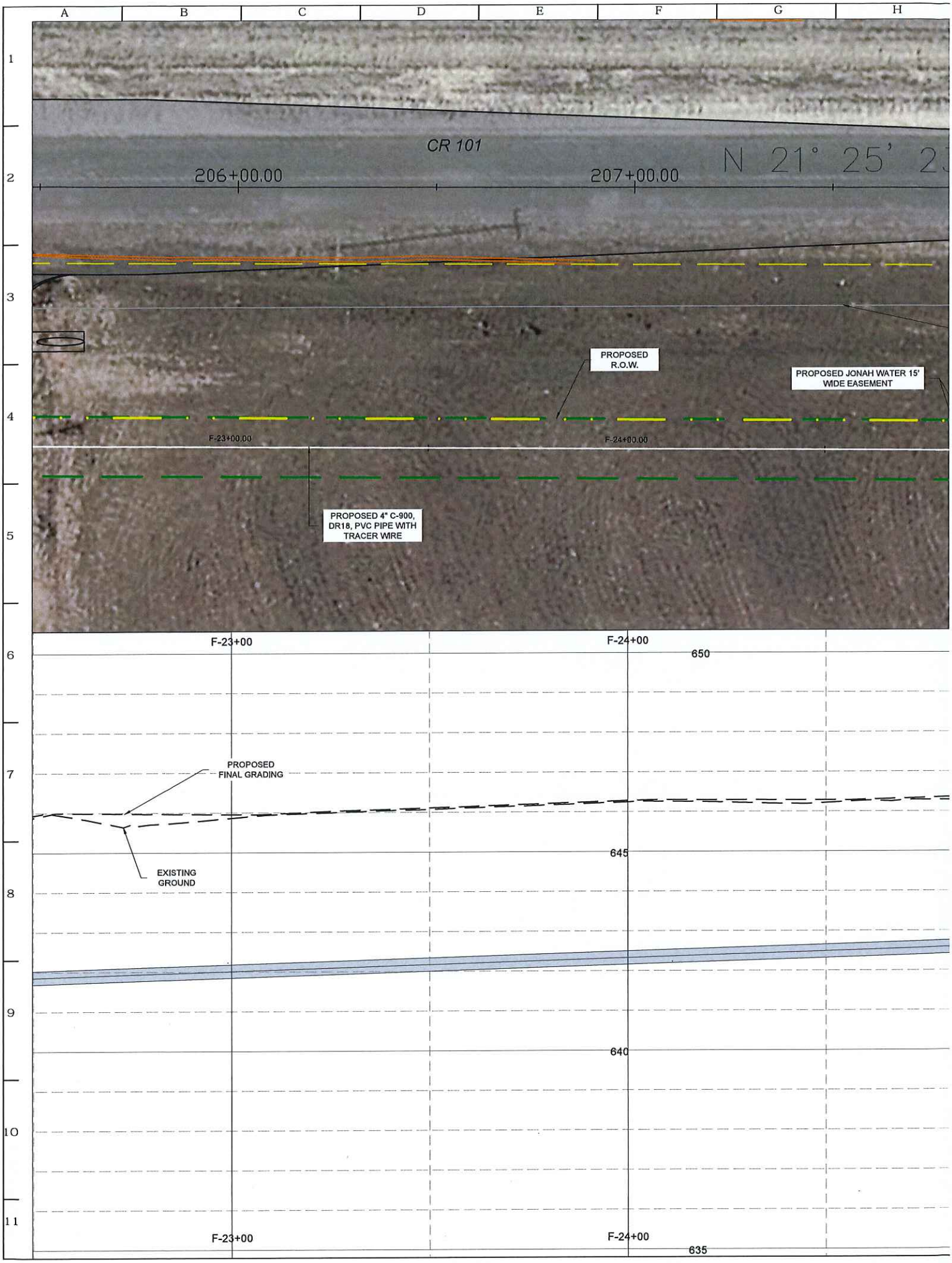
0
30
60
Feet
PROPOSED JONAH WATER 15' WIDE EASEMENT
PROPOSED R.O.W.
F-15+00.00
F-16+00.00
PROPOSED 4" C-900, DR18, PVC PIPE WITH TRACER WIRE
F-15+00
F-16+00
650
645
640
635
F-15+00
F-16+00


202+00.00
202+00
N 20° 40' 25.15" W
203+00.00
203+00
CHANDLER RD.
PROPOSED 12" C-900, DR18, RJ PVC PIPE WITH TRACER WIRE
APPROX. L
EXISTING 4" W
ABAN
F-19+00.00
F-20+00.00
BORE AND INSTALL 250 L.F. OF 20" STEEL ENCASEMENT WITH 12" C900, DR18 RJ PVC CARRIER PIPE; CONTINUED ON PREVIOUS PLAN SHEET
INSTALL 12" GATE VALVE AND BOX; INSTALL 12" X 4" REDUCER
0
F-19+00
F-20+00
650
PROPOSED FINAL GRADING
EXISTING GROUND
645
INSTALL 12" GATE VALVE AND BOX; INSTALL 12" X 4" REDUCER
BORE AND INSTALL 250 L.F. OF 20" STEEL ENCASEMENT WITH 12" C900, DR18 RJ PVC CARRIER PIPE; CONTINUED ON NEXT PLAN SHEET
3' MIN.
640
F-19+00
F-20+00
635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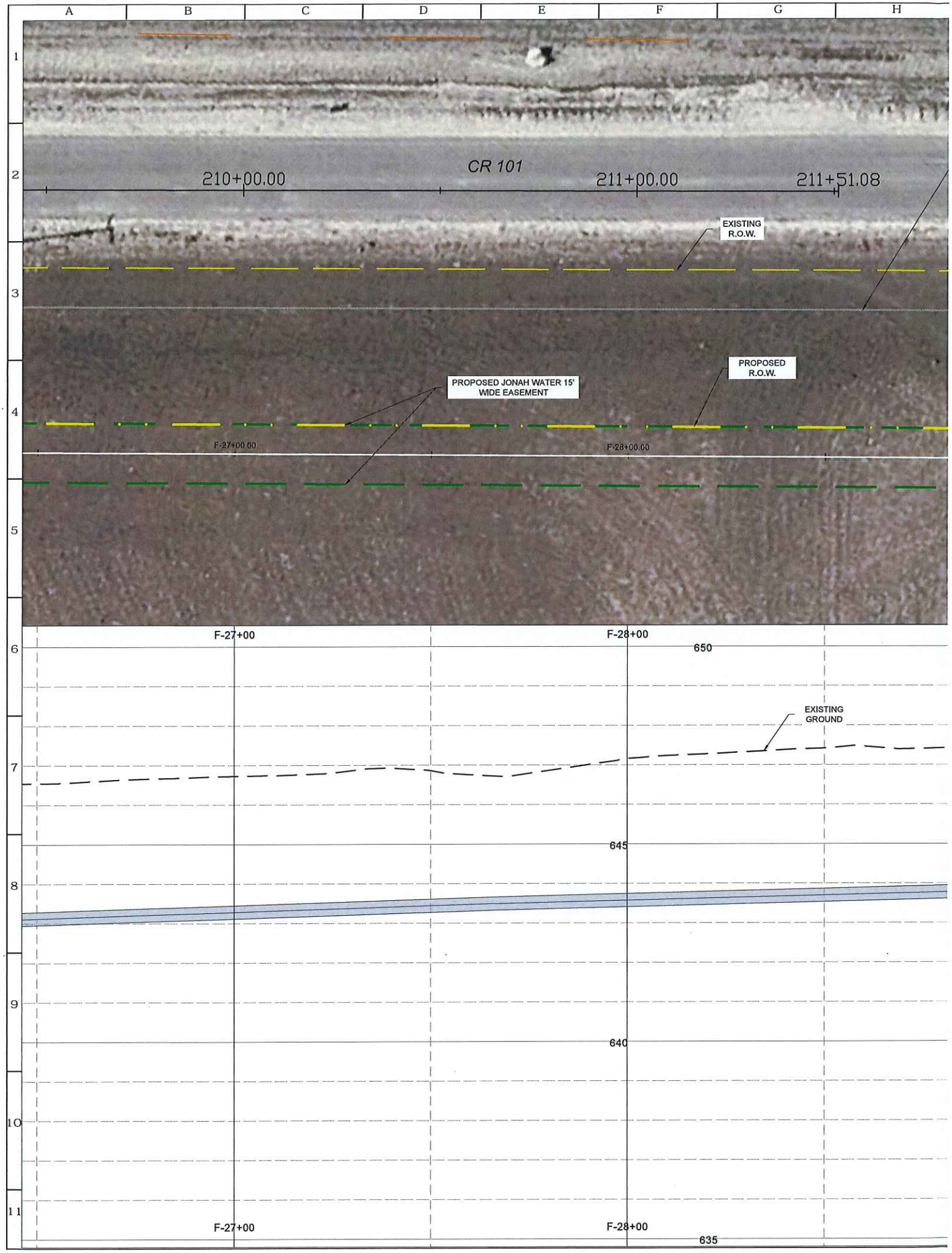
CR 101
206+00.00
207+00.00
N 21° 25'
PROPOSED R.O.W.
PROPOSED JONAH WATER 15' WIDE EASEMENT
F-23+00.00
F-24+00.00
PROPOSED 4" C-900, DR18, PVC PIPE WITH TRACER WIRE
F-23+00
F-24+00
650
PROPOSED FINAL GRADING
EXISTING GROUND
645
640
635
F-23+00
F-24+00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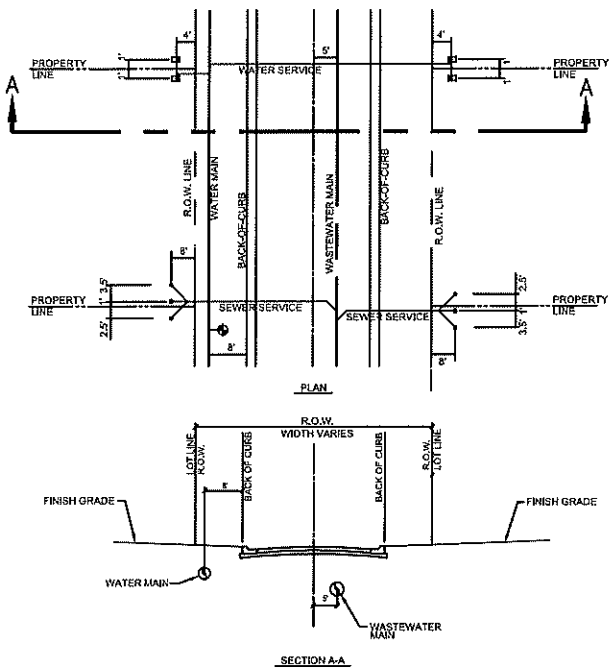
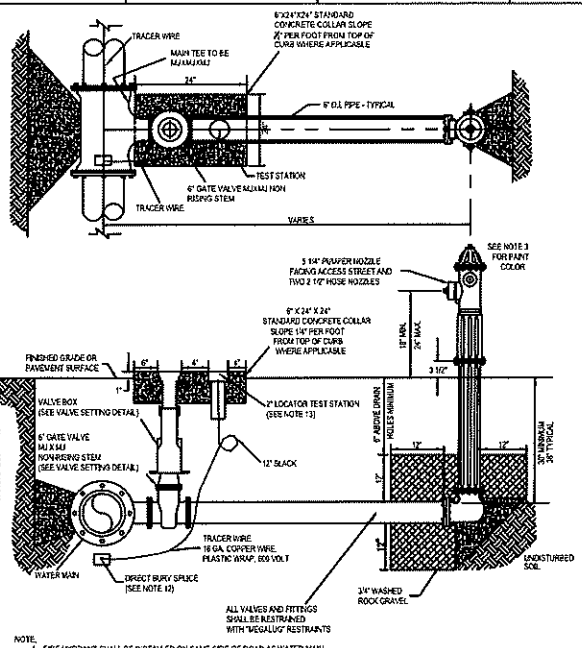
11
CR 101
210+00.00
211+00.00
211+51.08
EXISTING R.O.W.
PROPOSED R.O.W.
PROPOSED JONAH WATER 15' WIDE EASEMENT
F-27+00.00
F-28+00.00
F-27+00
F-28+00
650
645
640
635
EXISTING GROUND
F-27+00
F-28+00



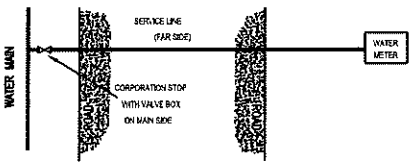
MINIMUM COVER BELOW FINISH GRADE ALL UTILITIES UNDER ROADWAY 36" MIN.	
WATER	36"
WASTEWATER	48"

DATE	MARCH 6, 2017
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W01
UTILITY ASSIGNMENTS FOR LOCAL STREETS, RESIDENTIAL COLLECTORS AND MAJOR COLLECTORS	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



NOTE:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED RED USING A HIGH GRADE ENAMEL.
4. MEGALUG THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   5.1. AMERICAN DARLING - B-84-B
   5.2. CLOW
   5.3. KENNEDY - K-81-A
   5.4. EAST JORDAN IRON WORKS - SC0250 HYDRANT
6. DOUBLE BLUE REFLECTOR "HYE-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC. TO BE INSTALLED AT 1' OFFSET FROM CENTER OF STREET TOWARDS AND PERPENDICULAR TO HYDRANT.
7. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. - 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
8. THE 10" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
9. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
10. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
11. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
12. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
13. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION AND LINE GATE VALVES, ONLY ONE TEST STATION IS REQUIRED AT A VALVE CLUSTER OF TWO OR MORE.
14. HYDRANT SHALL BE GREASED WITH FOOD GRADE APPROVED LUBRICANT.
15. WHERE NECESSARY, SWIVEL-LOCK PIPING CAN BE USED BETWEEN TEE AND VALVE, OR VALVE AND HYDRANT.

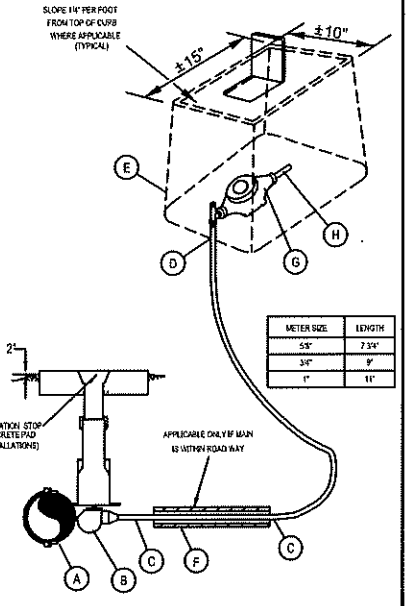
DATE	MARCH 6, 2017
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W02
TYPICAL FIRE HYDRANT, TRACER WIRE, AND TEST STATION DETAIL	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



MATERIALS LIST

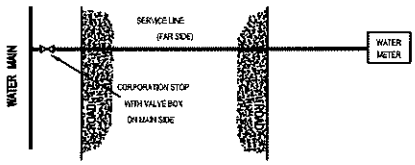
A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 6".
B. 1" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET.
C. 1" SERVICE PIPE.
D. ANGLE METER STOP, SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET.
   D.A. FOR 5/8" AND 3/4" METERS 1" X 3/4"
   D.B. FOR 1" METERS 1" X 1"
E. EAST JORDAN IRON WORKS PLASTIC RECTANGULAR METER BOX WITH READER LID (REFER TO LID DETAIL W16)
F. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING
   H.A. FOR 5/8" AND 3/4" METERS 3/4" X 6 1/2" LONG.
   H.B. FOR 1" METERS 1" X 8 1/2" LONG

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID



METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

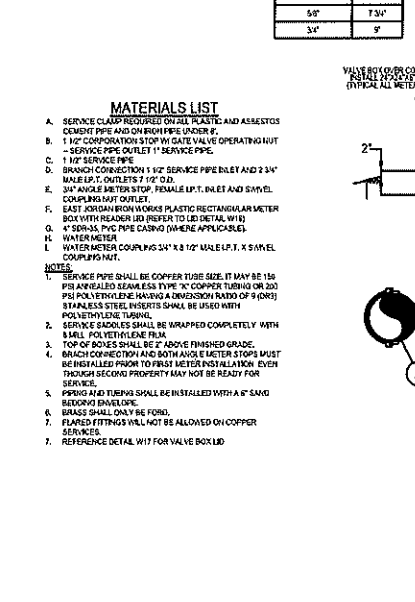
DATE	4/20/17
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W05
STANDARD INSTALLATION DETAIL FOR ONE ¾", 1", OR 1" METERS	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



MATERIALS LIST

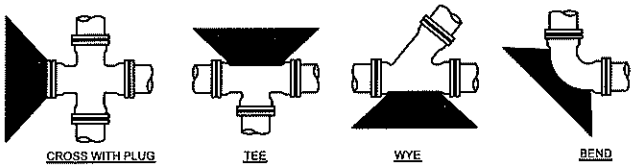
A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 6".
B. 1 1/2" CORPORATION STOP W/ GATE VALVE OPERATING NUT – SERVICE PIPE OUTLET 1" SERVICE PIPE.
C. 1 1/2" SERVICE PIPE
D. BRANCH CONNECTION 1 1/2" SERVICE PIPE INLET AND 2 3/4" MALE I.P.T. OUTLETS 7 1/2" O.D.
E. 3/4" ANGLE METER STOP, FEMALE I.P.T. INLET AND SWIVEL COUPLING NUT OUTLET.
F. EAST JORDAN IRON WORKS PLASTIC RECTANGULAR METER BOX WITH READER LID (REFER TO LID DETAIL W16)
G. 4" SDR-35, PVC PIPE CASING (WHERE APPLICABLE).
H. WATER METER
I. WATER METER COUPLING 3/4" X 8 1/2" MALE I.P.T. X SWIVEL COUPLING NUT.

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MILL POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. BRACH CONNECTION AND BOTH ANGLE METER STOPS MUST BE INSTALLED PRIOR TO FIRST METER INSTALLATION. EVEN THOUGH SECOND PROPERTY MAY NOT BE READY FOR SERVICE.
5. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
6. BRASS SHALL ONLY BE FORD.
7. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID

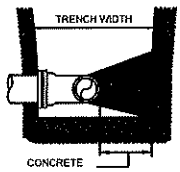


METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"

DATE	4/20/17
JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W06
STANDARD INSTALLATION DETAIL FOR TWO ¾" OR 1" METERS	SCALE: N.T.S. DATE: 7-2-13 DRAWN BY: M.W.W. APPROVED BY: W.E.A.



ALL THRUST BLOCKING SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS TWO INCHES (2") AND GREATER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.



TYPICAL SECTION

#5 REBAR MIN. 2 REQUIRED BENT TO FIT AND PAINT WITH 2 COATS OF BITUMINASTIC PAINT BEFORE ASSEMBLY

*DEADMAN

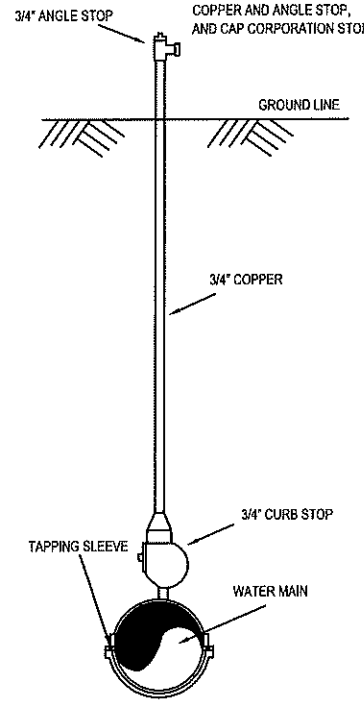
PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33⅓ SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.5 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

NOTE:
- ALL 5" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

		JANUARY 13, 2017	
	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS		W09
	TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL	N.T.S. / M.W.W.	7-2-13 / W.E.A.

NOTE: AFTER BACTERIOLOGICAL TESTING THE CONTRACTOR SHALL CLOSE CORPORATION STOP, REMOVE COPPER AND ANGLE STOP, AND CAP CORPORATION STOP.

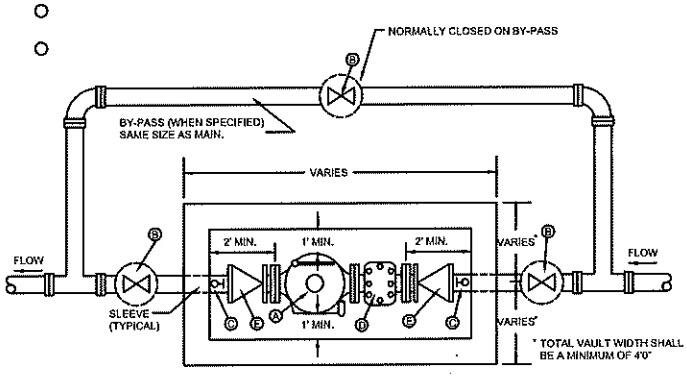


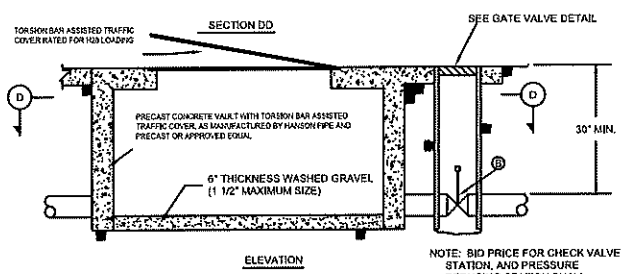
	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS		W10
	TEMPORARY SAMPLING TEST STATION	N.T.S. / M.W.W.	7-2-13 / W.E.A.

EQUIPMENT

PRESSURE REDUCING VALVE STATION
- A. CLA-VAL (TYPE 90-01 OR AS SPECIFIED) PRESSURE REDUCING VALVE OR EQUAL. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- B. GATE VALVE AND BOX, SAME SIZE AS MAIN. (REFER TO W07)
- C. PENN TYPE WS 1 PRESSURE GAUGE, OR EQUAL WITH CUT OFF AND ELL. (FACE GAUGE UP.)
- D. BADGER PLATE STRAINER OR APPROVED EQUAL ON UP STREAM SIDE - SAME SIZE AS PRESSURE REDUCING VALVE
- E. REDUCER

CHECK VALVE STATION
- A. CHECK VALVE AS SPECIFIED. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- B. GATE VALVE AND BOX, SAME SIZE AS MAIN. (REFER TO W07)



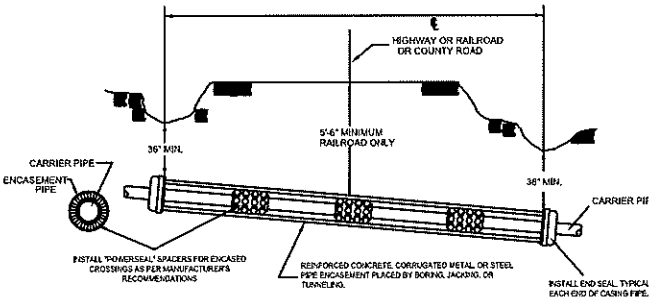


ELEVATION

NOTE: ALL PIPE, VALVES, FITTINGS AND EQUIPMENT SHALL CONFORM TO THE CURRENT APPLICABLE A.W.W.A. STANDARDS.

NOTE: BID PRICE FOR CHECK VALVE STATION, AND PRESSURE REDUCING STATION SHALL INCLUDE VALVE, GATE VALVES WITH BOX, PIPING, AND VAULT. (INCLUDING BY-PASS WHERE REQUIRED)

	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS		W13
	PRESSURE REDUCING AND/OR CHECK VALVE STATION	N.T.S. / M.W.W.	7-2-13 / W.E.A.

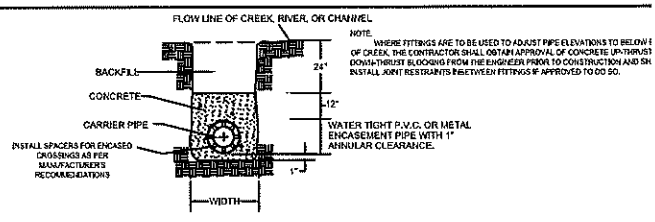


NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
0'-0.2500"	0'-0 1/4"	12" OR LESS
0'-0.3125"	0'-0 5/16"	OVER 12" TO 18"
0'-0.3750"	0'-0 3/8"	OVER 18" TO 22"
0'-0.4375"	0'-0 7/16"	OVER 22" TO 28"
0'-0.5000"	0'-0 1/2"	OVER 28" TO 34"
0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

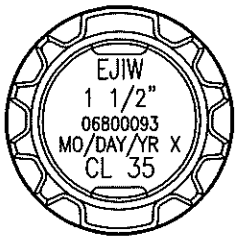
NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.



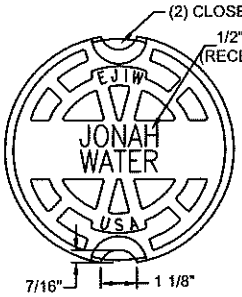
CONCRETE ENCASED CREEK CROSSING

NOTE:
WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW [illegible] OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE UP-THRUST DOWN-THRUST BLOCKING FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SH INSTALL JOINT RESTRAINTS INBETWEEN FITTINGS IF APPROVED TO DO SO.

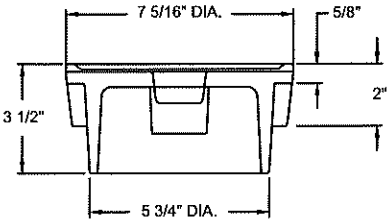
	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS		W14
	INSTALLATION OF PIPE THROUGH CASING/CREEK CROSSING	N.T.S. / M.W.W.	7-2-13 / W.E.A.



PLAN VIEW



PLAN VIEW



SECTION VIEW

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

VALVE BOX LID

W17

N.T.S. | 7-2-13
M.W.W. | W.E.A.

Hydrostatic Testing

Hydrostatic testing described in this section

General

The contractor shall provide measure apparatuses, unless otherwise specified. Pri prevent pipe movement. The contractor shal systems will provide adequate restraint prior

Test Duration

The duration of the hydrostatic test sl

Test Pressure

The hydrostatic test pressure shall n sustained working pressure at the highest p design pressure limit for any pipe, thrust rest section. In no case shall the test pressure e valve, fittings, or other appurtenance of the t

Test Allowance

The testing allowance shall be define section being tested to maintain the pressur installation will not be accepted, by the owne determined by the formula below. All visible

$$Q=\frac{LxDxP}{148000}$$

Q = quantity of makeup water in gallons per
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydros

Disinfection (Does Not Apply To Sewer Forc

New mains shall be thoroughly disinfected ir and sampled before being placed in service. check the effectiveness of the disinfection pr persists. A minimum of one sample for each next available sampling point beyond 1,000

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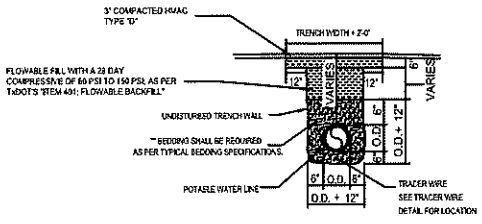
TESTING REQU (POTABLE W



NOTES:
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT " http://ftp.dot.state.tx.us/pub/txdot-info/cst/specs/specbook.pdf "
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
3. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:

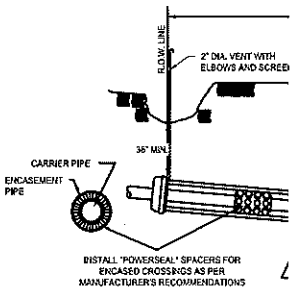
12" AND SMALLER - 36" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

TRENCH & EMBEDMENT DETAIL FLOWABLE FILL

W19

N.T.S. | 7-11-16
M.W.W. | M.W.W.



STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.

MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
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0'-0.5625"	0'-0 9/16"	OVER 34" TO 42"
0'-0.6250"	0'-0 5/8"	OVER 42" TO 48"

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EXHIBIT B

BETTERMENT CALCULATIONS

Betterment Calculations
2016 - C.R. 101; Utility Relocation

Description of Proposed Betterment;

* Sta. A-0+00 to A-4+81.81; JWSUD requests that a 16" waterline be installed to replace th JWSUD will be paying for 100% of this relocation.
* be paying for the upsizing from 12" to 16" only. This portion of the line was having to be rel CR 101 project.
* Sta. B-0+00 to B-3+95.94; JWSUD requests that a 16" waterline be installed to replace th under Hwy 79 and the Railroad tracks, JWSUD will be paying for 100% of this relocation
* Sta. F-17+36 to F-20+21; JWSUD requests that a 20" encasement with a 12" carrier pipe ins existing 4" waterline. JWSUD will be paying for the upsizing from 12" steel encasement with Steel encasement with 12" carrier pipe.

No Betterment Design

Item Code.	Item Description	Qty.	Unit		Price/Unit
NB3	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	57	L.F.	x	$ 62.00
NB5	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	21	L.F.	x	$ 35.00
NB7	12" Steel Enc. Pipe, Bored with 4" C-905, DR-18 RJ Carrier Pipe; Installed	250	L.F.	x	$ 380.00
NB12	12" Gate Valve, Box, and Marker; Installed	1	Ea.	x	$ 2,500.00
NB13	8" Gate Valve, Box, and Marker; Installed	1	Ea.	x	$ 2,000.00
NB15	4" Gate Valve, Box, and Marker; Installed	2	Ea.	x	$ 1,000.00
NB20	Connect New 8" to Existing 8"; Installed	1	Ea.	x	$ 5,500.00
					No Betterment Design Within Area of Question Tota

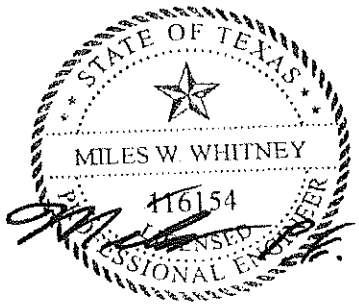
Betterment Calculations
2016 - C.R. 101; Utility Relocation

Betterment Design

Item Code.	Item Description	Qty.	Unit		Price/Unit	
2	16" C-905, DR-18 PVC Pipe; w/ Tracer Wire; Installed	540	L.F.	x	$	64.00
4	6" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	5	L.F.	x	$	47.00
6	24" Steel Enc. Pipe, Bored with 16" C-905, DR-18 RJ Carrier Pipe; Installed	575	L.F.	x	$	530.00
9	20" Steel Enc. Pipe, Bored with 12" C-900, DR-18 RJ Carrier Pipe; Installed	95	L.F.	x	$	415.00
11	16" Gate Valve, Box, and Marker; Installed	8	Ea.	x	$	6,500.00
13	6" Gate Valve, Box, and Marker; Installed	1	Ea.	x	$	1,500.00
17	Connect New 16" to Existing 16"; Installed	1	Ea.	x	$	10,000.00
18	Connect New 12" to Existing 12"; Installed	1	Ea.	x	$	7,000.00
19	Connect Existing 4" to New 4"; Installed	1	Ea.	x	$	4,000.00
21	Cap Existing 12" Waterline; Installed	1	Ea.	x	$	700.00
23	Install New Fire Hydrants Assembly; Installed	2	Ea.	x	$	4,500.00
24	Cap and Grout Fill Abandoned Waterlines within TxDOT and Railroad R.O.W.; Complete	1	L.S.	x	$	10,000.00
25	Trench Safety	467	L.F.	x	$	1.00

Betterment Design, Within Area of question, Total

Calculated Diffrences in Cost



2/14/2019

Commissioners Court - Regular Session **76.**

Meeting Date: 02/25/2020

PEC Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Pedernales Electric Cooperative, Inc. regarding PEC's use of the public right of way in Georgetown, Texas at the intersection of RM 2243 and Southwest Bypass.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:01 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 10:54 AM

Final Approval Date: 02/20/2020

BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

February 25, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way

Dear Mr. Whitehead:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of the public right of way in Georgetown, Texas at the intersection of 2243 and the Southwest Bypass (the "Public Right of Way"), further shown on such Exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes.

1. Scope

We understand that PEC provides electric service to areas within its certificated service territory in accordance with the conditions of its Tariff and Business Rules which include, among other terms, advance payment for any line extension construction including tree trimming costs and mitigation and obtaining of any easements necessary for service.

In this instance, the County has requested electric service to a traffic light in the City of Georgetown and requested PEC to place its facilities in the Public Right of Way. PEC generally attempts to construct its facilities on private property given the possibility of road widenings.

In consideration of PEC expediting service to the traffic light and constructing its facilities in the Public Right of Way, by this Letter Agreement, the County acknowledges and agrees as of the date hereof that if in the future the City of Georgetown or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities in the Public Right of Way, such removal or relocation of the Cooperative's facilities shall be at the County's expense. PEC may request payment in advance from the County prior to any such relocation requested.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

Further, the County acknowledges that pursuant to City ordinances that it may be required to conduct tree surveys and mitigation for its line extension.

2. *General Provisions.*

(a) **Entire Agreement**. This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.

(b) **Amendment**. This Letter Agreement may only be amended by written agreement between PEC and County.

(c) **Warranty**. The County has appropriate authority to enter into the obligations herein of the Letter Agreement.

(d) **Interpretation**; **Counterparts**. Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

(e) **Governing Law**. This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

(f) **Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(g) **Survival**. Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability**. If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

Williamson County

_____

WILLIAM GRAVELL, JR.

County Judge

AGREED:

Pedernales Electric Cooperative, Inc.

By: _____

Name: _____

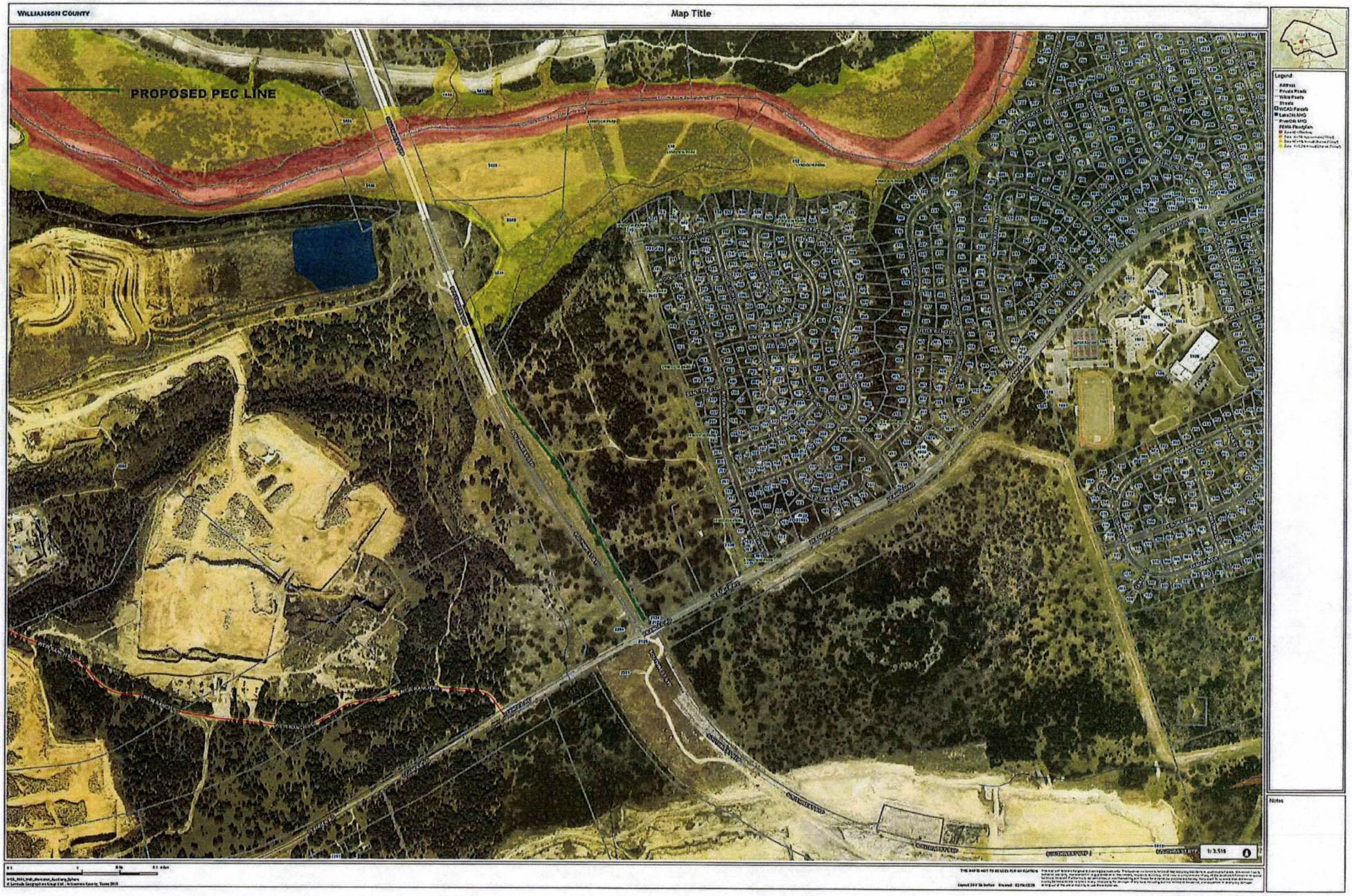
Title: _____

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

EXHIBIT A

Description of Location

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org


WILLIAMSON COUNTY
Map Title
PROPOSED PEC LINE
Legend
Notes

Commissioners Court - Regular Session **77.**

Meeting Date: 02/25/2020

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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 101
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 258
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for Southwest Bypass.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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 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	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:04 AM
Form Started By: Charlie Crossfield		Started On: 02/20/2020 11:02 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **78.**

Meeting Date: 02/25/2020

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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/20/2020 11:06 AM

Form Started By: Charlie Crossfield Started On: 02/20/2020 11:02 AM

Final Approval Date: 02/20/2020