NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 24, 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 – 36)

4. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004002	Jurors, grand jurors, jury com	650.00
To	0100-0453-003005	Office Furniture	650.00

5. Discuss, consider, and take appropriate action on a line item transfer for Pretrial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-004998	PreTrial/Contingencies	$1,500

To	0100-0591-003010	PreTrial/Computer Equipment	$1,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Parks/Grounds Maintenance	$2,850.00
To	0100.0510.004514	Parks/Roads, Parking Lots	$2,850.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004506	Computer prgm/maint	$150,000.00
To	0100.0492.004100	Professional Services	$150,000.00

8. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2006 Ford F250 pickup, pursuant to Tx. Local Gov't Code 263.152.

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

10. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Berry Creek Highlands Municipal Utility District and the County of Williamson, Texas.

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

12. 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 General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004987	Non-Department Disaster Relief	$900,000.00

13. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association (Security/Traffic Control for Taylor Rodeo at Williamson County Expo Center, July 17-18, 2020).

14. Discuss, consider and take appropriate action on contract amendment #2 to the Williamson County Juvenile Services Aramark food service contract to add a mid-morning snack service.

15. Discuss, consider and take appropriate action on Contract Amendment #1 to the Williamson County Juvenile Services Aramark Food Service contract to acknowledge Armark's financial commitment of up to $15,000 for a convection steamer.

16. Discuss, consider and take appropriate action on approving the cancellation of the service agreement with emsCharts.

17. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Motorola Solutions Inc. to provide Notifications service to Williamson County Devices and software in the amount of $164,102.00 per the Terms of DIR-TSO 4101 and authorizing execution of the agreement.

18. Discuss, consider and take appropriate action on approving the Customer Service Agreement between Williamson County and Data Armor, LLC. to provide on-site shredding services to support the operations of Williamson County Emergency Communications and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Automated Logic Contracting Services to provide the Installation of a New Chiller at the Williamson County - ESOC located at 911 Tracy Chambers Ln, Georgetown, TX 78626 in the amount of $9,030.00 and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on approving the renewal of Smartnet with Presidio Networked Solutions Group in the amount of $89,468.72 per the terms of DIR Contract # DIR-TSO-4167 and authorizing execution of the quote.

21. Discuss, consider and take appropriate action on approving the Statement of Work/Agreement between Williamson County and Presidio Networked Solutions Group, LLC. to provide configuration services for the Expressway C and E DMZs per the terms of DIR contract #DIR-TSO-4167 and authorizing execution of the agreement.

22. Discuss, consider, and take appropriate action on utilizing TXMAS Contract 18-7205 in the not to exceed amount of $118,562.58 and authorizing the Service Contract between Mohawk and Williamson County for Flooring and the execution of the contract.

23. Discuss, consider, and take appropriate action on approving Doyle Electric LLC for Jail Emergency Panel Interior replacement, The not-to-exceed amount under this agreement is $11,064.91, unless amended by a change order and approved by the Williamson County Commissioners Court, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (2) an item necessary to preserve and protect the public health or safety of the residents of the county.

24. Discuss, consider, and take appropriate action on utilizing TIPS Contract 180101 for the not-to-exceed amount of $14,011.00, unless amended by a change order and approved by the Williamson County Commissioners Court and authorizing the Service Contract between Way Service LTD and Williamson County for Unit Removal and Replacement At Jail.

25. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and TMG Contracting, LLC. to provide site prep work at the Sheriff's Office Gun Range per the terms of Sourcewell Contract #TX-CT-GC-121819-TCL and authorizing execution of the agreement. Funding source P470.

26. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Quality Carpets & Floors to provide the installation of carpet at various County locations and authorizing execution of the agreement.

27. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #02 in the amount of $0.00 (Time Extension Only) which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

28. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $7,291.00 for the Inner Loop Improvements (Chasco Contractors), a Road Bond project in Commissioner Pct. 3.
P: 226 and 251 Funding Source: Road Bond

29. Discuss, consider and take appropriate action on awarding RFQ #2451-11 Corridor E5 Planning from I35 to FM 972 (Road Bond Map Project #3.6) to the most qualified firm, American Structurepoint, Inc. and authorizing execution of the agreement. Funding Source is P360.

30. Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of $9,477.24 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: Road Bond

31. Discuss, consider and take appropriate action on authorizing the extension of Cast in Place Concrete Contract 1802-216, renewal option period 2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the term of 4/7/20 - 4/6/21.

32. Discuss, consider and take appropriate action on awarding RFQ #2572 Williamson County Flood Plain Maps Update to the overall most qualified respondent Halff Associates, Inc. and authorizing execution of the agreement. Funding source is P382.

33. Discuss, consider and take appropriate action on awarding RFQ #2965 Small Maintenance Projects to the overall most qualified firms M&S Engineering and K.C. Engineering, Inc. and authorizing execution of the agreements.

34. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Boulevard subdivision – Precinct 3.

35. Discuss, consider and take appropriate action on approval of the preliminary plat for the Rio Bravo subdivision – Precinct 3.

36. Discuss, consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV Phase 3 subdivision – Precinct 4.

REGULAR AGENDA

37. Discuss, consider and take appropriate action on Central Texas Regional Mobility Authority (CTRMA) 2019 Annual Report & Financial Statements and hear presentation from Mike Heiligenstein, Executive Director.

38. Discuss, consider and take appropriate action on canceling Commissioners Court on March 31st, April 14th and 28th, 2020.

39. Discuss, consider, and take appropriate action on approving funding to be allocated to a new hire, PCN.0698.

40. Discuss, consider and take appropriate action authorizing the County Judge to execute an Emergency Childcare Services Agreement with the YMCA of Greater Williamson County regarding the YMCA providing child care services for the children of essential employees of Williamson County.

41. Discuss, consider, and take appropriate action on the amendment to the Interlocal Contract for the Next Generation 9-1-1 Database Program for FY 2020 with the Capital Area Emergency Communications District (CAECD).

42. Discuss, consider and take appropriate action on approving a Master Service Agreement for Stanley Convergent Security Solutions, Inc. for Surveillance Equipment and Monitoring Services in the not-to-exceed amount of $350,000.00, per Sourcewell Contract #031517-SCS, and authorizing execution of the agreement.

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

44. Receive and acknowledge the March 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

45. Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Nelda and Matther Phelps for right of way needed on the SE Loop project (Parcel 4). Funding Source: Road Bonds P463

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)."

46. 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 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 200
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 N. Mays.
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 real property for future SH 29 corridor.
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

47. 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

k) Project Reese

48. 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.
y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

49. 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)

50. Discuss and take appropriate action concerning economic development.

51. Discuss and take appropriate action concerning real estate.

52. 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
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.
y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

53. 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.

54. 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 20th day of March, 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 03/24/2020

Line Item Transfer

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.004002 (Jurors, Grand Jurors, Jury Com.) to 0100.0453.003005 (Office Furniture) in the amount of $650.00 to fund a furniture purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004002	Jurors, grand jurors, jury com	650.00
To	0100-0453-003005	Office Furniture	650.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/09/2020 04:18 PM
Budget Office	Ashlie Koenig	03/09/2020 04:19 PM
Form Started By: Cherie Vasquez		Started On: 03/09/2020 04:07 PM
Final Approval Date: 03/09/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/24/2020

Line Item Transfer for Pretrial Services

Submitted By: Ronald Morgan, Wilco PreTrial Services

Department: Wilco PreTrial Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Pretrial Services is requesting a transfer of $1,500 from Contingencies Line (0591-004998) to Computer Equipment Line (0591-003010). If approved, Pretrial Services will use these funds to purchase two combination printer/scanners, one each for Department Director and Manager. This was discussed by District Court Administration with the Budget Office, who indicated that this would be an appropriate way to facilitate this purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-004998	PreTrial/Contingencies	$1,500
To	0100-0591-003010	PreTrial/Computer Equipment	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/10/2020 01:45 PM
Budget Office	Ashlie Koenig	03/10/2020 03:08 PM
Form Started By: Ronald Morgan		Started On: 03/10/2020 11:05 AM
Final Approval Date: 03/10/2020		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/24/2020

Line item transfer for Parks Department

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds to cover paint, curb stops and reflectors associated with parking lot improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004542	Parks/Grounds Maintenance	$2,850.00
To	0100.0510.004514	Parks/Roads, Parking Lots	$2,850.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2020 04:09 PM
Budget Office	Ashlie Koenig	03/13/2020 04:17 PM

Form Started By: Russell Fishbeck Started On: 03/13/2020 03:55 PM

Final Approval Date: 03/13/2020

Commissioners Court - Regular Session **7.**

Meeting Date: 03/24/2020

Line Item Transfer for Elections Department

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to cover a shortage of funds needed to pay all incurred professional services costs associated with early voting for the March 3, 2020 Primary Elections, as well as anticipated professional services costs that will be incurred for early voting for the anticipated May 26, 2020 Democratic Primary Runoff Election.The shortage incurred for the Primary election is due in part to higher than expected professional service costs associated with the November 5, 2019 election due to high turnout and increased personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004506	Computer prgm/maint	$150,000.00
To	0100.0492.004100	Professional Services	$150,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2020 06:07 PM
Budget Office	Sarah Crain	03/19/2020 08:51 AM

Form Started By: Jenifer Favreau Started On: 03/17/2020 02:50 PM

Final Approval Date: 03/19/2020

Commissioners Court - Regular Session **8.**

Meeting Date: 03/24/2020

V/E Assets for Auction 3.24.20

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) 2006 Ford F250 pickup, 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 3.24.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/17/2020 01:32 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2020 04:35 PM
Form Started By: Randy Barker		Started On: 03/17/2020 12:32 PM
Final Approval Date: 03/17/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1FTSX21536ED10245
Equipment/Door Number	SB0618
License Plate	1156650
Year	2006
Make	FORD
Model	F250
Comments (mileage, mechanical issues, other info)	146,405 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 3/9/2020 9:13 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 3/10/2020 8:23 AM
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/17/2020 8:52 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/17/2020 10:04 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/17/2020 10:59 AM

Commissioners Court - Regular Session **9.**

Meeting Date: 03/24/2020

Property Tax Collections – February 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 February 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020120-022920 GWI-RFM

020120-022920 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 10:41 AM
Form Started By: Renee Clark		Started On: 03/18/2020 03:53 PM
Final Approval Date: 03/19/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
February 1-29, 2020

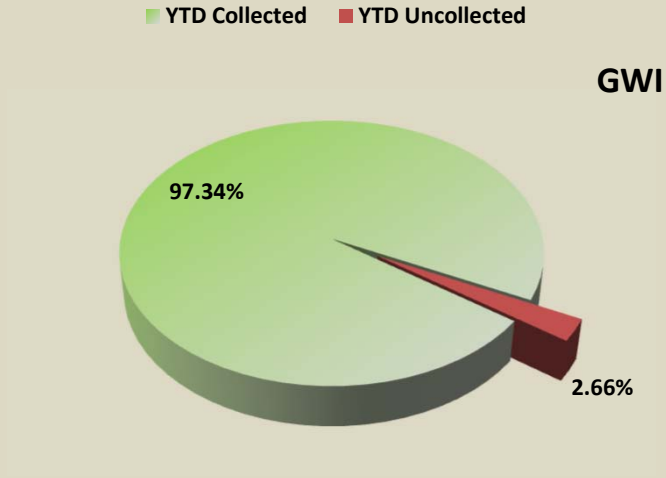
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2019	$288,080,730.50	$206,364.92	$288,287,095.42	$4,317,075.42	$226,104.82	$2.59	$7,676,470.37	$280,610,625.05	97.34%	97.42%	97.71%
2018 & Prior	$2,372,220.70	($626,921.03)	$1,745,299.67	$63,987.76	$29,336.78	$23,637.93	$1,869,258.89	($123,959.22)	-7.10%	0.01%	
Rollbacks	$365,097.69	$648,500.09	$1,013,597.78	$115,285.05	$7,940.21	$0.00	$177,305.25	$836,292.53	82.51%	83.29%	
Total All	$290,818,048.89	$227,943.98	$291,045,992.87	$4,496,348.23	$263,381.81	$23,640.52	$9,723,034.51	$281,322,958.36	96.66%	96.78%	

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	$22,669.64	$27,378,078.26	$409,938.86	$21,470.68	$0.23	$718,853.45	$26,659,224.81	97.37%	97.45%	97.74%
2018 & Prior	$208,455.77	($58,519.20)	$149,936.57	$5,827.42	$2,776.36	$1,555.28	$161,732.53	($11,795.96)	-7.87%	-0.06%	
Rollbacks	$33,250.27	$59,959.22	$93,209.49	$10,716.26	$731.02	$0.00	$16,344.13	$76,865.36	82.47%	83.25%	
Total All	$27,597,114.66	$24,109.66	$27,621,224.32	$426,482.54	$24,978.06	$1,555.51	$896,930.11	$26,724,294.21	96.75%	96.88%	

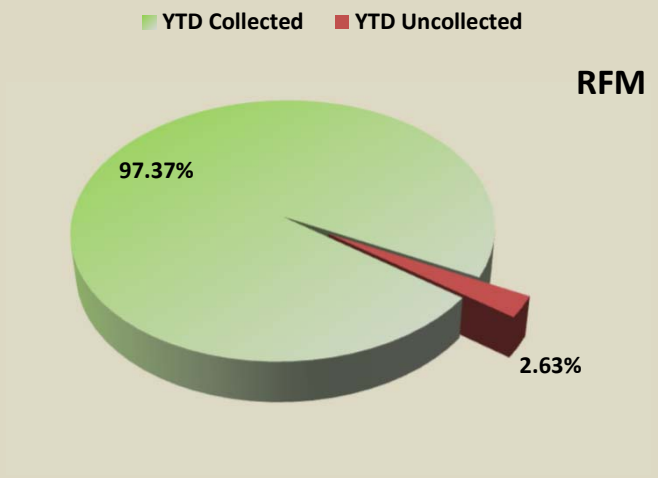
2019 COMBINED MONTHLY BREAKDOWN

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
Feb-20	$318,637,876.82	$29,340.37	$318,667,217.19	$4,922,830.80	$288,359.87	$25,196.03	$10,619,964.62	$308,047,252.57

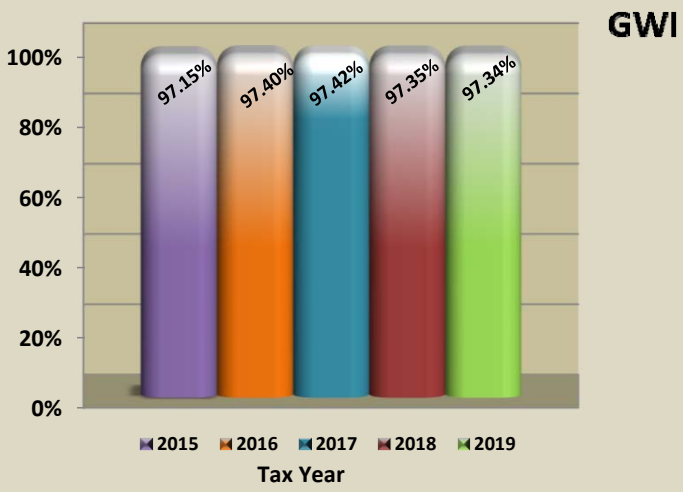
Year to Date Collection Report
October 1, 2019 - February 29, 2020



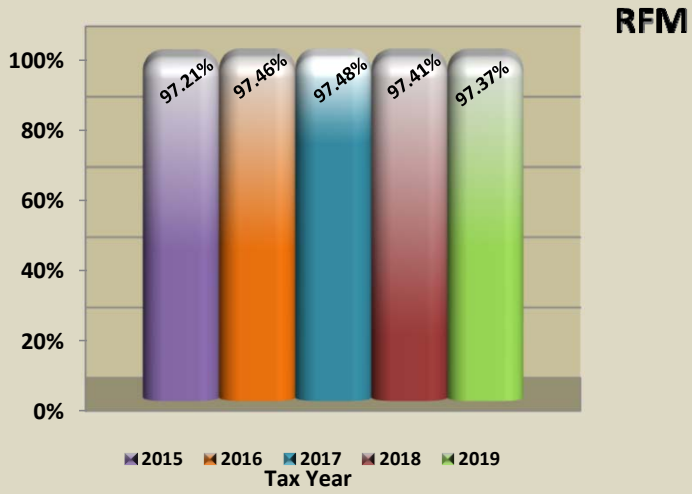
Year to Date Collection Report
October 1, 2019 - February 29, 2020



Percent of Roll Collected Comparison
February 2015-2019



Percent of Roll Collected Comparison
February 2015-2019



Commissioners Court - Regular Session **10.**

Meeting Date: 03/24/2020

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Berry Creek Highlands Municipal Utility District and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Berry Creek Highlands Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Creek Highlands MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/09/2020 11:18 AM
Form Started By: Judy Kocian		Started On: 03/09/2020 10:05 AM
Final Approval Date: 03/09/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Berry Creek Highlands Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Berry Creek Highlands Municipal Utility District , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

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

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

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the

Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor-Collector,
County of Williamson

_____
Calen Shearer, President, Board of Directors
Berry Creek Highlands Municipal Utility District

RESOLUTION AUTHORIZING AD VALOREM TAX COLLECTION CONTRACT WITH THE COUNTY OF WILLIAMSON, TEXAS

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

WHEREAS, Berry Creek Highlands Municipal Utility District (the "*District*") desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, the County of Williamson, Texas (the "*County*"), provides ad valorem tax collection services; and

WHEREAS, the Board of Directors of the District (the "*Board*") finds it to be in the public interest to authorize a contract with the County for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

The officers and directors of the District are hereby authorized and directed to enter into a contract on behalf of the District with the County, substantially in the form of and according to the terms set forth in the Tax Collection Agreement attached as **Exhibit "A"**.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board on the 28th day of February, 2020.

(Signature page follows.)

(SEAL)

BERRY CREEK HIGHLANDS MUNICIPAL UTILITY DISTRICT

By: _____
Calen Shearer, President
Board of Directors

ATTEST:

_____
Ray Freer, Secretary
Board of Directors

EXHIBIT "A"

[Ad Valorem Tax Collection Contract]

Commissioners Court - Regular Session **11.**

Meeting Date: 03/24/2020

Compensation Items

Submitted By: Kayla Marek, 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	03/18/2020 03:41 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 10:37 AM
Form Started By: Kayla Marek		Started On: 03/18/2020 02:13 PM
Final Approval Date: 03/19/2020		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100.	14065	$ 45,936.16	$ 2,296.80	5.00	$ 48,232.95		MERIT	27-Mar-20
Commissioner 1 - admin	Exec Asst Com 1.0251.001100.	14064	$ 68,107.52	$ 3,405.48	5.00	$ 71,513.00		MERIT	27-Mar-20
911 Communications	Deputy Director.0167.001100.	13356	$ 90,615.20	$ 1,812.20	2.00	$ 92,427.40		MERIT	3-Apr-20
911 Communications	Director of Emergency Comm.0119.001100.	12175	$ 90,975.04	$ 6,368.18	7.00	$ 97,343.22		MERIT	3-Apr-20
Emergency Services Dept.	Project Manager.1941.001100.	14146	$ 61,795.76	$ 1,236.04	2.00	$ 63,031.80		MERIT	3-Apr-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0211	001100	5702.28	
01	0100	0211	001130		5702.28
01	0100	0581	001100	8180.38	
01	0100	0581	002010	625.8	
01	0100	0581	002020	1188.61	
01	0100	0583	001100	1236.04	
01	0100	0583	002010	94.56	
01	0100	0583	002020	179.6	
01	0100	8004	001130		9416.42
01	0100	8004	002010		720.36
01	0100	8004	002020		1368.21

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
County Auditor	0635	n/a	n/a	n/a	$107,436.97	$106,918.71	$518.26		Reallocation of surplus funds to PCN 0630 to fund external hire
County Auditor	0630	vacant	n/a	n/a	$40,699.79	$41,218.05		$518.26	Reallocation of position budget to accommodate external hire / surplus funds from PCN 0635

* Amount may vary slightly due to Oracle rounding

Earliest Oracle Effective Date
3/24/2020
3/24/2020

Commissioners Court - Regular Session **12.**

Meeting Date: 03/24/2020

COVID BA EXP 3.24.20

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

Department: County Auditor

Agenda Category: Consent

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 General Fund.

Background

The budget amendment is needed to cover additional expenses related to the COVID-19 Response.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004987	Non-Department Disaster Relief	$900,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:47 AM
Form Started By: Melanie Denny		Started On: 03/18/2020 08:42 PM
Final Approval Date: 03/19/2020		

Commissioners Court - Regular Session **13.**

Meeting Date: 03/24/2020

Vehicle Reimbursement Agreement for Taylor Rodeo Assoc. 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 Taylor Rodeo Association (Security/Traffic Control for Taylor Rodeo at Williamson County Expo Center, July 17-18, 2020).

Background

This agreement gives permission for Taylor Rodeo Association 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

Taylor Rodeo Association

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/11/2020 11:43 AM
Form Started By: Starla Hall		Started On: 03/10/2020 01:23 PM
Final Approval Date: 03/11/2020		

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 July 17, 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: The Taylor Rodeo Association

Signature: _____

Printed Name: John Carter

Title: Director

Date: February 26, 2020

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: March 9, 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 **14.**

Meeting Date: 03/24/2020

Juvenile Services Aramark Amendment #2

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on contract amendment #2 to the Williamson County Juvenile Services Aramark food service contract to add a mid-morning snack service.

Background

Amendment #2 outlines the addition of a mid-morning snack to Juvenile Services youth at the same snack price as listed in Attachment A of the original agreement, $2.448. This snack service does not incorporate a snack machine. The cost of introducing an additional snack will depend on the number of youth in attendance. Based on previous data Juvenile Services averages about 225 snacks per week that estimates out to about $17,500 for the remainder of the fiscal year. This expenditure will be charged to 01.0100.0576.003306. Department contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:46 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:54 AM
Form Started By: Erica Smith		Started On: 03/18/2020 08:46 AM
Final Approval Date: 03/19/2020		

Amendment No. 2 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 2 (the "Amendment"), is entered into this ____ day of March, 2020, by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Mid-Morning Snack:** In accordance with Paragraph 3C, Additional Services, of the Agreement, Aramark and the County mutually agree that Aramark shall provide the mid-morning snack to the inmates at the snack price stated in Attachment A of the Agreement that was effective July 1, 2019.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____

Mark R. Adams 3-10-2020
Vice President, Finance

County of Williamson
State of Texas

By: _____

Commissioners Court - Regular Session **15.**

Meeting Date: 03/24/2020

Juvenile Services Aramark Amendment #1

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment #1 to the Williamson County Juvenile Services Aramark Food Service contract to acknowledge Armark's financial commitment of up to $15,000 for a convection steamer.

Background

Amendment #1 to the Juvenile Food Services contract outlines the terms of Aramark's financial commitment of up to $15,000 for a convection steamer. This financial commitment was originally part of their proposal to RFP #1903-307. This amendment is simply for the "avoidance of doubt" that the parties mutually agree that the provision from Aramark's proposal is added to the agreement. Legal, Contract Audit and the Auditor's Office have reviewed this. Department contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:46 PM
County Judge Exec Asst.	Andrea Schiele	03/18/2020 04:54 PM
Form Started By: Erica Smith		Started On: 03/17/2020 08:36 AM
Final Approval Date: 03/18/2020		

Amendment No. 1 to Operating Agreement –
Food Services for the Williamson County Juvenile Service

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this ____ day of March, 2020, by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC,** ("Aramark") a Delaware limited liability company, having its principal place of business located at the 2400 Market Street, Philadelphia, PA 19103 ("Aramark").

WHEREAS, on July 1, 2019, the parties entered into an Operating Agreement for the management of the food services operation at the Williamson County Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX 78626 (as amended, the "Agreement");

WHEREAS, Aramark's response to RFP 1903-307 was incorporated into the Agreement by reference and proposed a financial commitment for a gas convection steamer;

WHEREAS, the parties desire to add the mid-morning snack service;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. In accordance with Aramark's response to RFP 1903-307, which was incorporated into the Agreement according to paragraph 14 of the Agreement; for the avoidance of doubt, the Parties mutually agree that the following provision from Aramark's response to RFP 1903-307 shall be added to the Agreement as 3F:

> **3.F. FINANCIAL COMMITMENT:** Aramark shall make a financial commitment to County in an amount up to $15,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in Convection Steamer as described in Attachment A at the Facility. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis through June 30, 2024, commencing upon when the Convention Steamer is placed into service. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Amendment at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

2. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: _____

Mark R. Adams 3-10-2020

Vice President, Finance

County of Williamson
State of Texas

By: _____

Attachment A
Convection Steamer Gas

Quote

04/08/2019

Project:
Williamson County Jail/ARA-Steamer

From:
Cook's Direct
Linda Stock
27725 Diehl Rd.
Warrenville, IL 60555
800-956-5571 x139

Job Reference Number: 8695

Item	Qty	Description	Sell	Sell Total
1	1 ea	**CONVECTION STEAMER, GAS** Vulcan Model No. C24GA6 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (6) 12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, 125,000 BTU	$13,743.26	$13,743.26
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Gas type to be specified		
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		
	2 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	$114.18	<Optional>
			ITEM TOTAL:	$13,743.26
2	1 ea	**CONVECTION STEAMER, GAS** Vulcan Model No. C24GA10 Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU	$14,289.79	<Alternate>
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		<Alternate>
	1 ea	1 year limited parts & labor warranty, standard		<Alternate>
	1 ea	Gas type to be specified		<Alternate>
	1 ea	120v/60/1-ph with ground, 300w, 2.0 amps, with 6 foot power cord & 3-prong plug, standard		<Alternate>

Initial: _____

Item	Qty	Description	Sell	Sell Total
	2 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)	$114.18	<Optional>
			ITEM TOTAL: <Alternate>	$14,518.15
			Total	$13,743.26

Returned equipment may be subject to manufacturer restock fee.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $13,743.26

Commissioners Court - Regular Session **16.**

Meeting Date: 03/24/2020

emsCharts Service Termination

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the cancellation of the service agreement with emsCharts.

Background

Williamson County EMS requests to cancel the service agreement with emsCharts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Cancellation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/11/2020 10:08 AM
County Judge Exec Asst.	Andrea Schiele	03/11/2020 11:41 AM
Form Started By: Michael Knipstein		Started On: 03/11/2020 09:31 AM
Final Approval Date: 03/11/2020		

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

March 24, 2020

Via electronic mail: cmcsweeney@emscharts.com
emsCharts
420 Commonwealth Dr., #200
Warrendale, PA 15086

In re: ***Notice of Contract Termination for Williamson County (Service Agreement No. 180521R6)***

To Whom It May Concern:

As you are aware, Williamson County EMS is currently in a contract with your company as referenced above. The Williamson County Commissioners Court, as the legislative body for the county, has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, paragraph 7.2, which allows for termination, the relevant provision states as follows:

> **At any time after the Effective Date, Customer shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Vendor.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective on April 24, 2020.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Mike Knipstein, Director, WilCo EMS

Commissioners Court - Regular Session **17.**

Meeting Date: 03/24/2020

HipLink Notification

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 Services Contract between Williamson County and Motorola Solutions Inc. to provide Notifications service to Williamson County Devices and software in the amount of $164,102.00 per the Terms of DIR-TSO 4101 and authorizing execution of the agreement.

Background

This agreement will allow HipLink to use a comprehensive Notification software that enables users and software applications to
Instantly communicate with any county device. Department point of contact is Terry Purvis. Funding Source 01.0100.0581.005741.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:42 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 10:28 AM
Form Started By: Andrew Portillo		Started On: 03/18/2020 12:08 PM
Final Approval Date: 03/19/2020		

MOTOROLA SOLUTIONS

WILLIAMSON COUNTY

MARCH 3, 2020

PUBLIC SAFETY SOFTWARE SOLUTION

HipLink Notification Proposal

DIR-TSO-4101

APC CODE 068

HipLink Reseller

Motorola Solutions, Inc.
4625 Lake Park Blvd.
Salt Lake City, UT 84120
800.860.8026

March 3, 2020

Re: HipLink Notification Proposal

To whom it may concern,

The following document provides information regarding the purchase of HipLink's communication platform.

Please note that this sale is subject to the Texas DIR contract Terms and Conditions. Please also note that a purchase order is required that references the DIR-TSO-4101.

Thank you for giving us the opportunity to provide our proposal to your agency. This document includes detailed product descriptions, screenshots, and the price quote. Please do not hesitate to contact us about our company, solutions, or this document.

Sincerely,

Motorola Vendor Contact
Jordan Nickel, Field Sales Executive
4625 Lake Park Blvd., Salt Lake City, UT 84120
P: 208.288.0440 | E: jordan.nickel@motorolasolutions.com

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HipLink On-Premise Pricing ..... **Error! Bookmark not defined.**

Exhibit A – Software License Agreement
Exhibit B – Technical Support Service Level Agreement

Notice - This document contains confidential and proprietary information developed by HipLink Software. It was prepared exclusively for Williamson County's Office. This document may not be distributed, copied or reproduced, in total or part, outside of that prospective client, without the expressed advanced written permission by HipLink Software. HipLink is a trademark of HipLink Software. All rights reserved.

HipLink Notification Solution
for
Williamson County
Emergency Communications

Developed For

Scott Parker
Director, Emergency Services

By:
Frank Williams
Enterprise Sales Manager
HipLink Software
408.915.5302
fwilliams@hiplink.com

March 3, 2020

March 3, 2020

Scott Parker
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

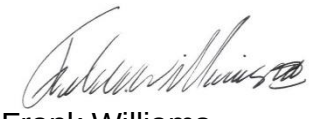
Dear Scott,

Thank you for the opportunity to provide a proposal to Williamson County for HipLink's communication platform.

Based on information received from Williamson County to date, the department is looking for a notification solution that will provide the local staff the ability to send messages to all first responders, including Sheriff, Police, Fire and Volunteer Fire Departments and EMS. This proposal contains specific information related to how HipLink will meet the requirements provided to date.

We are confident that HipLink will meet and exceed all of Williamson County's messaging needs, and we look forward to helping you achieve this initiative.

Best Regards,



Frank Williams
Enterprise Sales Manager

HipLink Software
718 University Ave, Ste 213 408 399-6120 Tel
Los Gatos, CA 95032 408 395-5404 Fax

Williamson County Requirements

This proposal assumes that, if it is granted, all parties will work together to develop a mutually agreeable implementation schedule. This proposal is also based on information provided at this time. Any revisions required at a later date will be subject to price review at that time. Based on client discussions we have identified the following requirements:

- The organization operates in a 24/7 environment and currently uses a solution to send pages to its employees. This will be replaced with the implementation of a paging and notification system more suited for Williamson County's needs and activity.
- When a page is sent out using the current solution, the County does not get confirmation of receipt and acceptance from their first responders. This results in additional steps by the dispatch center to confirm the page was received and the receiver is enroute by repeated radio calls. The new system must provide automated confirmation of page receipt and response.
- As a centralized messaging system, the software will need to reliably integrate with Williamson County's Superion CAD system for automatic distribution of alerts, notification and command line paging.
- The system must deliver messages to first responders in less than 10 seconds.
- The system must work with major carrier's enterprise paging products for delivery of text messages with confirmation of delivery and two-way responses.
- The County has approximately 1,350 responders that need highly reliable communication from either the CAD or a desktop interface.
- The system must have a secure mobile app that provides ring tone differentiation and persistent ringing. The app must be CJIS compliant as well as FirstNet certified.
- Non-employee users of the HipLink Mobile app must not need to connect to Williamson County's internal network as part of the app deployment.
- The system will allow data from an LDAP interface as well as data directly input from the GUI interface.
- The system must support browser-based screens accessible to Users via a secure, authenticated login for access from any computer for administration and sending messages from a desktop. The Users logging in will manage the application, sending messages, and accessing reports for delivery status tracking. The solution will initially be configured to support thirty-five (41) User logins but must be able to expand in the future.
- The solution shall offer a secure, authenticated login to a variety of send screens to send out messages as well as administrative screens to manage the application.
- Williamson County requires the ability to reliably deliver messages to all carriers in multiple protocols with automatic failover if one method should fail.

- All potential devices capable of receiving text messages and/or voice must be supported, including cell and smart phones, pagers, landline phone, and desktop pop-up windows for current and future requirements.
- Grouping is important for proper message delivery so the selected application needs to offer robust nested grouping with full on-call scheduling and escalation integrated into the group functions providing for hourly, daily, weekly and monthly on-duty scheduling. There should be no limitation in the number or types of groups that can be set up for users.
- Access to the application should be controlled with a detailed permissioning structure to accommodate a variety of login roles within the organization. There should be unlimited levels of permissions that can be defined.
- The software must be scalable to support any number of wireless devices or message load to accommodate future growth.
- Detailed logs must be kept tracking every interaction of the messaging system for auditing purpose. Detailed reports must be automatically generated in real time for every message sent providing all relevant information (timestamp, sender, recipient, message status, etc) and for trouble-shooting purpose.

The HipLink Solution Summary

The HipLink Software's solution will fill all the requirements outlined above and will provide flexibility and scalability for the future.

HipLink is a comprehensive notification solution that enables users and software applications to instantly communicate with any device including smartphones, standard cell phones, pagers, email, and other devices. The solution is supported as on-premise software with a hybrid connector to our data center for voice delivery. We have shown these options for in the pricing section.

Our HipLink solution will easily integrate with your One Solution CAD system via the pre-defined Spillman interface using the HipLink CLI interface. This will give the County automatic paging directly from your software to your staff.

The Web browser interface allows for easy access from anywhere and is used for sending a message is also used for administration and set-up allowing administrators to login and make necessary changes from anywhere. HipLink has been built with extensive routing capabilities using a number of customizable and specialized groups and calendar scheduling at the individual user level. Williamson County will be able to set-up their users to insure whenever an alert goes out, it goes to the right person who can address the problem or situation whatever time of the day or night. For high priority messages, confirmation and escalation can be easily and automatically assigned.

Using the advanced HipLink features, Williamson County can set up multiple devices for one user. Once an alert has been issued, a message will try all registered devices until it is successful in getting confirmation. This can also be used to schedule delivery through different methods at different times of the day.

HipLink Mobile is a major feature in the software that provides maximum flexibility and will allow Genesis customers to leverage the use of smartphones for intelligent communication. Using HipLink Mobile, a User will have a priority view of important alerts, have alerts that receive fully-secure text messages, send secure messages, and execute actions remotely.

HipLink's proprietary protocol in its mobile app operates over either the cellular data network or on a Wi-Fi network so that text messages can be sent completely independent of cellular SMS. The application provides advance messaging features for encrypted text messages, the ability to override phones settings for emergency messages, and one click responses. Combined with the secure and easy to manage HipLink Platform, HipLink Mobile improves overall communication throughout the organization, regardless of location.

The HipLink software provides the ability for carrier failover from one protocol to another in the event of a failure. An example would be switching from an Internet protocol to TAP dial-up if the Internet connection drops or is unavailable. This insures the highest standards can be met for timely and reliable delivery.

HipLink offers a 1-way and 2-way text messaging service for notification called HipText. This service has been proposed for all SMS message delivery. HipText offers enterprise message delivery that is independent of carrier messaging plans. HipLink provides access to the carrier gateways for any volume of text messaging at an efficient pace.

Although the exact delivery time of a text message to a cell phone depends on the location of the device, network traffic, carrier plans, and signal strength, HipLink is capable of delivering 50,000 messages to the carrier gateways within 2 minutes.

HipLink will give Williamson County both one-way and two-way messaging protocols for messaging to all cell phones and pagers. HipLink also has extensive capability with two-way applications for almost any device platform. Custom applications can be easily built using HipLink technology to further enhance your wireless capabilities. Using HipLink, Williamson County will have the ability to add more messengers for increased volume of messages and/or additional protocols at any time.

The software supports multiple operating platforms including Windows or Linux and Williamson County will have their choice of the operating environment as well as the flexibility to switch to other platforms in the future should the need arise.

The reporting capabilities of the software provide detailed statistical analysis of message activity, a powerful tool for monitoring the effectiveness of a deployed wireless strategy. All activities in the software are logged so that a complete history is available for review and archive.

Core System Overview

User Logins

The HipLink Graphical User Interface (GUI) can be accessed from a standard web browser with no additional third party software required on the desktop PC. This interface is used for HipLink administration, message dispatch, and other standard uses.

For System Administrators, the browser interface allows them to perform system set-up tasks, maintenance, troubleshoot issues that arise, and manage application connections. We recommend establishing primary User Administrators who manage the everyday functions in the system including creating and maintaining User accounts that oversee permission levels for other login Users, setup and manage device licenses (Receivers), as well as identify and construct HipLink notification Groups. These primary administrators usually setup departmental sub-administrators to delegate the administration of the system to the most logical business unit level.

For Standard Users one of the primary functions of the interface is the ability to manually send messages and to see the status of those messages in the HipLink reports. HipLink offers a variety of send screens to facilitate sending messages to all device types based on user permissioning.

Permissioning Engine

The HipLink Interface has a variety of features for the different types of Users. Each person who logs in is assigned a User license and based on their functional role, is granted specific HipLink permissions. These assignments are fully controlled through membership in User Groups (unlimited levels in the HipLink solution) via an extensive permissioning structure and multiple users can be aligned together in User Groups which define exact privileges for all users within that group.

This structure supports the variety of functional roles within an organization such as full- and sub-administrator roles, dispatch roles, managerial roles, etc. The permissioning structure defines which components of the software are accessible to the login User and their view of data.

Primary Send Screen

There are different Send screens that offer support for sending messages and for sending standard non-encrypted sending to defined Receivers and Notification Groups. The send screens available include Primary Send and Resend screens. The Primary Send screen is the most commonly used send screen for day-to-day communications to defined Receivers and Groups. This proposal includes the Primary or Standard Send screen with the advanced screens available as an option.

Advanced Send Options and Templates

The Advanced Send Screens include:

- Scheduled Send – enables individuals to pre-schedule messages in the future either as a single instance or in a recurring pattern.
- Custom Escalation – enables individuals to create an ad-hoc escalation process to various individuals and/or groups outside of the scope of a predefined Escalation Group.
- Templates – Used for sending messages based on pre-defined templates which simplify the delivery of standard and complex messages.

Devices - End-points to Receive Messages

HipLink supports text messaging for one-way and two-way delivery to Smartphones, cell phones, pagers, desktops, email etc. Support for standard, non- secure devices is described in the requirements and configuration sections to meet your organization's needs.

The solution supports any combination of the following protocols: TAP, SNPP, DTMF, GSM, WCTP, HNP, XMPP, SMPP, HTTP, BES push, HTTP, and SMTP to communicate with various Telecom providers. This gives support for standard cell phones, and pagers along with the ability to leverage carrier enabled Business Messaging via the delivery protocols (WCTP or SNPP).

Note: To provide reliable and accountable message delivery we recommend using the Enterprise Messaging products the carriers provide to public safety at no charge. Full 2-way communication is supported on any 2-way enabled device offering response feedback for tracking and recording in the HipLink software. The software will be able to detect if there is a problem with message delivery and automatically attempt to re-deliver the message through alternative means.

HipText

HipLink offers a 1-way and 2-way text messaging service for notification called HipText. This service has been proposed for all SMS message delivery. HipText offers enterprise message delivery that is independent of carrier messaging plans. This service was developed using our cross-carrier, global messaging gateway. HipLink provides access to the carrier gateways for any volume of text messaging at an efficient pace.

Although the exact delivery time of a text message to a cell phone depends on the location of the device, network traffic, carrier plans, and signal strength, is capable of delivering 50,000 messages to the carrier gateways within 2 minutes.

Grouping

As part of the core package, HipLink offers extensive device grouping features. These functional groups allow for a targeted notification to optimize the delivery and minimize desensitization. There is virtually no limit to the number of groups that can be created or how deep the groups can be nested within each other. Group types include:

Broadcast Groups All members of the group will get a message. All delivery types are processed in parallel.

On-duty Groups allow for a schedule to be defined for resources and then an alert sent to that group for proper distribution any time of the day or night. Messages sent to On-Duty Groups are only delivered to members who are on duty at that time. HipLink offers a graphical overview of who is on duty on any given month for a particular On-Duty Group.

Schedules can be imported, setup from schedule templates, or created and updated on the fly. There are a number of schedule templates easily accessible to the User. These can be weekly schedules, monthly schedules, or non-reoccurring schedules. Access to a library of User defined schedule templates is also available.

Escalation Groups are ideal for mission critical alerts that must be responded to. An Escalation Group allows any number of individuals or functional groups to be specified in a call-down list. A response time can be set for each member in this list for the number of minutes they have to acknowledge receipt of the message. If the message is not acknowledged, it is automatically escalated to then next individual until the end of the list is reached. If no one responds, the escalation process automatically restarts.

Follow-Me Groups are designed for individuals who have multiple devices they want to use. The devices can be organized by schedule for delivery based on certain times of the day, or days of the week. When a message is sent to a Follow-Me Group, the software automatically identifies which device(s) the person should be notified on.

Rotate Groups are designed for even distribution of alerts via a 'round robin process' distributing the message volume to the members in the call list based on who is next.

Reports, Statistics and Logs

The core solution includes full support for HipLink's extensive Logs, Reports, and Statistics features.

Logs - Every event and message is logged in event logs. From creation and sending of the message to communication from the carrier and response from the receiver are all parts of the information stream. Any anomalies and/or failures will be clearly identified. Log levels can easily be changed and can be exported in a variety of formats.

Reports - Real-time Reports are available in the Reports tab for easy viewing by the Users. HipLink has both a detailed view and a summary view which is helpful for large call-outs. The Report screens can be fully customized by an individual giving the ability to define personal settings and selecting the data that is important to them. All report data can be exported in several formats including PDF, Excel and CVS.

Statistics – A statistical analysis of message activity and carrier performance is available which provides a detailed picture that includes a statistical analysis of message activity and carrier performance by protocol, carrier and time of day. This data can be exported for analysis and archiving purposes.

2-way Enabled

This module converts a One-way only HipLink Base package to a 2-way communication solution.

LDAP

HipLink supports connectivity with an AD/LDAP server for two different levels.

- **LDAP Lite with Single Sign On**
- This enables individuals logging into the HipLink solution to authenticate from an Active directory. This module includes Single Sign-On Support.
-
- **LDAP Advanced with Single Sign On**
- The Advanced LDAP module enables individuals logging into the HipLink solution to authenticate from an Active Directory (AD). In addition, if contact information is stored in the AD this contact data may be used to populate and synchronize such contact data with HipLink Receiver records. The module includes Single Sign-On Support.

Filtering Engine

The Filter Module is commonly used in conjunction with HipLink's various integration modules. As messages and alerts are pushed to HipLink from a 3rd party application the Filtering engine can tailor message delivery to specific users or queues, based on defined parameters. HipLink lets a user initiate both positive and negative message filtering, redirect messages, filter out alerts based on key words, and eliminate duplicates and false alarms. Filtering can be set-up by time, sender and/or keyword in any combination. This helps control event storms and can be used as to filter out messages with inappropriate words in them protecting an organization from liability.

The Filtering Engine also has the ability to transform the message text, message body, and message recipient (API filter only) of a message if a set of user-defined conditions are met. The message text is allowed to undergo

- A comprehensive set of string parsing and manipulation functions.
- Dynamic addition or removal of any text before, after or, in between the message with the help of functions above.
- Insertion of a defined set of system variables that represent the key set of information available in a message. e.g., the receiver name, the recipient group name, the sender name, etc.

A HipLink customer can dynamically construct and transform a message and apply rules.

Departments Feature

The HipLink Department module is an add-on to the permissioning engine and allows customers to distribute the administration and use of the HipLink solution to any of their many locations/facilities and associated departments rather than purchasing a separate system for each location. The purpose of the Department Module is to enable distributed admin rights where each location can manage their own receivers, notification groups and login accounts. In addition the Department module allows you to allocate specific quantities of device licenses per department and establish communication visibility rights between the various departments. The Department module supports an unlimited number of locations/facilities/departments.

Automatic System Attendant

The HipLink solution includes an automatic System Attendant. This module monitors services within the Hiplink solution, alerting the Admin team or individual on threshold violations. These thresholds are individually configured, when one is triggered, the monitor attempts to restart the affected service and reports the issue to the administrator.

Core System Overview HipLink Mobile and HipLink Desktop Client

The HipLink Mobile and HipLink Desktop provide for a completely secure messaging platform through an application installed on a smartphone. supported tablet or Windows desktop. The application includes the HipLink Inbox and full Interactive Client where permissions for the various internal functional elements can be set by the organization.

HipLink Mobile Application Features

- Dedicated inbox for HipLink messages
- Highly secure 256-bit AES rolling key encryption with message confidentiality and integrity checks
- All messages and attachments are saved in encrypted container
- Fully HIPAA/CJIS/NERC/CIP Compliant
- Ability to receive notifications over IP networks either carrier's data network (3G, 4G, LTE) or Wi-Fi network with auto switching between both modes
- Notification alerts for offline users using platform specific push notifications services.
- Peer-to-peer communication for easy chat back and forth
- Send highly secure messages and alerts from the phone to any HipLink receiver and/or Group with or without the app
- Ability to receive one-way or two-way notifications
    - One-click response for 2-way responses
    - Confirm or reject a message with a simple click
    - Supports custom responses
- Set custom alert tones by message type for easy recognition of with different severity levels
- Persistent alerting for emergency notification that overrides settings
- Reminder Alert for unread messages
- Auto Message Expiration allows for automatic message deletion and inbox cleanup

Advanced Features

- File Attachment(s)
    - Virtually any number of files in nearly any format can be attached to a message from the HipLink Desktop UI and attached to the message for delivery
        - Photo, video or audio files
    - Attachment(s) are encrypted when delivered and stored
- Wi-Fi voice calling or Video Calling are available
- Profile Management and Status availability definitions
- Message Templates for easy alert creation
- Subscribe to Alert Topics or public feeds
- Full administration and management controls such as saving draft messages, searching on receiver/group names, and setting Favorites.
- Ability to execute various custom actions
- Perform standard actions or execute pre-programmed custom commands

Custom Actions & Quick Actions

HipLink Mobile includes very powerful tools that allow you to script any action and make these actionable scripts available under the control of User permissions as a Response Action on the mobile device. Such a response action could be “Call Security” to a specific location, “Activate Specialty Teams”, retrieve & update data from your backend systems (EMR or any other system). The response actions are presented as forms with fields you can enter in any dynamic component. A completed Response Action form can be saved as a Quick Action for one button press activation – call it the “Easy Button”.

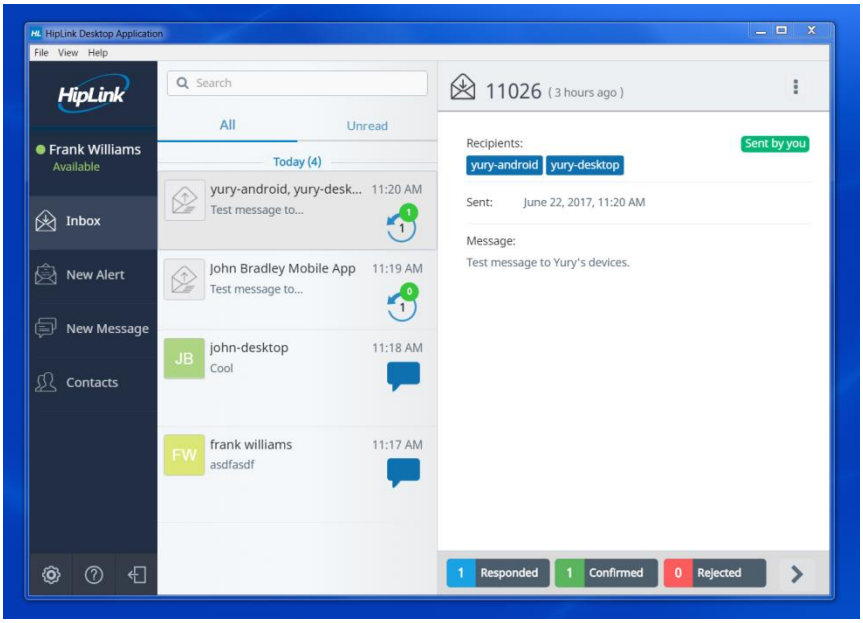
Mobile App Platforms

Currently the following mobile platforms supported. Please inquire for the latest version support.

- Android
- iPhone/iPod -iPhone

Desktop Client Features

- Dedicated inbox for HipLink messages
- The secure communication layer is TLS based and is established after a proper authentication procedure with message confidentiality and integrity checks
- All messages and attachments are saved in encrypted container
- Fully HIPAA/CJIS/NERC/CIP Compliant
- Peer-to-peer communication for easy chat back and forth
- Send highly secure messages and alerts from the desktop to any HipLink receiver and/or Group with or without the app
- Ability to receive one-way or two-way notifications
    - One-click response for 2-way responses
    - Confirm or reject a message with a simple click
    - Supports custom responses



- Set custom alert tones by message type for easy recognition of with different severity levels
- Persistent alerting for emergency notification
- Auto Message Expiration allows for automatic message deletion and inbox cleanup

Advanced Features

- File Attachment(s)
  - Virtually any number of files in nearly any format can be attached to a message from the HipLink Desktop UI and attached to the message for delivery
    - Photo, video or audio files
  - Attachment(s) are encrypted when delivered and stored
  - Both message and file attachment(s) are encrypted and delivered to the dedicated HipLink Inbox

Desktop Platform Support

- Microsoft Windows Desktop
- Windows 7, Windows 8 and Windows 10

Server Management Features

Message Encryption

To help insure message confidentiality, integrity and authenticity, along with security against various attacks HipLink uses Transport Layer Security (TLS) already widely recognized as a security standard in the enterprise community. TLS is the successor to SSL and offers a robust security protocol meeting IETF standards for connection security. Using TLS, the HipLink application supports a wide variety of bit rate encryption options that include 128, 196 and 256-bit AES encryption standards configurable by the administrator.

One of the more interesting features HipLink has developed by using this standard is a "single session" handshake process. By using this method, the TLS encryption key is changing multiple times on each communication session between the HipLink server and the mobile device. This short "time to live" makes cracking the encryption extremely difficult as the key is constantly regenerating with each communication transaction. The security features apply to all phases of message delivery both messages sent to the phone and responses back.

Audit Trail and Full Traceability

The HipLink server provides a full audit trail for all server-to-device and device-to-device communications. Any message can be traced and its dispatch status can be tracked from a single easy to follow reports panel.

Remote Device Management

In addition to client applications, there are several features for Remote Management of the application. Administrators will be able to take the following actions from the HipLink GUI:

- Establish General Policy enforced for the entire organization
- Push application settings remotely from HipLink to the device apps
- Push application capabilities and permissions remotely from HipLink to the device apps
- Revoke secret key definitions in the device application
- Delete all or selected data stored in the device application

FirstNet Certification

HipLink's Mobile app is FirstNet approved.

Optional Add-on Modules

HipLink offers a variety of add-on modules to the proposed core system above. These are:

HipLink Voice Module

In order to have messages delivered via voice the HipLink Voice Module is required. The VoIP based Voice Module is available as a hybrid solution where the HipLink generated call list is pushed to HipLink's data center for dial out. The HipLink Voice Module offers an all-inclusive natural voice text-to-speech engine as well as the Interactive Voice Response (IVR) engine to obtain feedback from the call recipient.

Messengers

HipLink Messengers are tools that handle the send message request, i.e., deliver the message to the specified carrier. Messengers are assigned to a specific delivery protocol. Based on delivery volume requirements there can be multiple messengers assigned to one or more delivery protocols. Your proposal has a recommendation for your system but this can be added on to at any time for additional capacity.

Social Media Messenger

HipLink supports a specialized Messenger that is linked with either Twitter or Facebook for posting a message directly from HipLink to an organizations social media outlets.

Non-GUI User

Non-GUI Users are essentially connectors to establish automatic communication from backend 3rd party systems and/or applications to any device. A Non-GUI User can be associated with a Command Line Interface (CLI) tool, Java API, or Win32 COM Object. A Non-GUI User establishes communication to a server that can accept communication from multiple applications for automated alerting. The solution requirements and configuration section define the number of Non-GUI Users to interface with applications included in this proposal.

Attribute Assignment and Send Screen

Using Attributes in HipLink gives a User the ability to do an ad-hoc lookup based on a variety of pre-assigned receiver attributes to send a message. This can be any combination "Any" or "All" conditions from the Attribute Send screen. It works by giving the administrator the ability to create an unlimited number of Attributes in Global Settings and set the order they appear in the selection screens. Receiver Attributes can include anything relevant to the organization such as geography, organizational levels, job functions or special certifications. To send a message the User selects any combination of attributes which then shows all matches in their organization. They then select individuals from the list of those who meet the criteria or send the message to all in the refined lookup. An example of the lookup might be someone in the Southwest region, at a director level who is certified in Exchange management

Quota Send

Quota Send allows a User to send a message to a defined number of individuals and gather responses until a certain number or *quota* of people are reached for addressing an issue. The initiator sending the message specifies the total number of people they need for a particular incident by creating a list of recipients to contact and the order to contact them in. Once a program has been initiated, HipLink sends messages automatically until the quota is filled. Once the specified number of responses is confirmed for the call-out, HipLink automatically stops sending messages. All devices in the list that were sent a message but didn't respond are informed that the quota has been filled and they can ignore the call.

Subscription Groups

The Subscription Group module allows an organization to make available informational updates that individuals can subscribe or opt-in to. Any number of topics can be created and made available for subscription purpose. Any number of individuals can sign up for any Subscription Group.

Optional Redundant or Back-up Server

HipLink is a highly reliable system but failure in the network environment is always a possibility. To assure the highest reliability we recommend a redundant server for mission critical installations.
HipLink system synchronization allows the administrator to implement redundancy between two HipLink servers and synchronize the databases. HipLink allows administrators to perform backup and restore tasks using the GUI just by pressing a button, instead of performing these tasks manually at the file system level. The backup service allows backups to be performed based on a predefined schedule.

Supported Integration APIs & Gateways

HipLink offers an extensive array of integration modules to support automated alerting from client backend systems and/or applications. A complete description can be provided upon request.

CLI (Command Line Interface)
JAVA Interface
SMTP (email) Gateway
SOAP Programming
File System Interface
SNPP Input Gateway
SNMP Monitoring
Windows COM Object
HTTP Interface
Alarm Gateway (Serial)
REST Programming
TAP Input Gateway
XMPP Input Gateway

Hardware Requirements – On-premise

Due to the small footprint, HipLink can be easily installed on an existing server and can tie into the organization's existing network / communications infrastructure. No additional servers are required to support any of the optional features described with the exception of the backup system. For recommended hardware requirements please contact your HipLink representative.

Company History

HipLink Software was founded in 1993 with corporate headquarters located in Los Gatos, California. The Company has been the premier provider of software for wireless text and voice communication to global organizations of all sizes providing Notification solutions for more than nineteen years. As a stable, woman-owned business with a long history of innovations in the industry, HipLink Software has demonstrated flawless commitment to its products and its customers.

A major advantage for HipLink is the relationships and trust the company has developed with leading companies in creating and deploying wireless applications and software over the years. We have worked with numerous device manufacturers, such as Apple, Android, BlackBerry, Motorola and Nokia.

We feel some of the most important relationships are with the paging and cell phone carriers. We have established major relationships with the carriers and HipLink is used widely by them both for internal alerting as well as testing their own protocol gateways. HipLink has also been certified on all of the major networks including AT&T, Verizon, T-Mobile, Sprint, American Messaging Spok/USA Mobility, and others and complies with their highest standards.

We work closely with our clients to be sure our software maximizes current capabilities and we are aware and prepared for what is coming in the future. These relationships have given us the knowledge to build robust products that capitalize on the strengths of the network providing the fastest most reliable products. Any client of HipLink can request enhancements to the product for incorporation into the roadmap.

Because of our long years of experience working on all wireless platforms and networks, HipLink can provide significant value to any organization implementing or planning to implement a wireless strategy. We've evolved as the industry has grown over the last fifteen years and have demonstrated our capability to continue to produce powerful and innovative wireless applications and connectivity software.

HipLink On-Premise Pricing

Perpetual License

HipLink Messaging Solution Pricing

Perpetual License Cost

	Cost
HipLink Advanced AP Software includes: Standard Send Screens 41 User Logins 1350 Standard Receivers 25 Hiplink Mobile Licenses 5 Messengers (for select protocols) Interface for CAD integration Filtering LDAP Advanced Departments Enterprise Upgrade Combined GIS & Web Signup Support for 1 and 2-way Messaging Unlimited Standard Groups Standard User Permissioning Real-time Reports, Logs & Statistics First Year Warranty	**$122,273**
Annual Support • Remote troubleshooting assistance for implementation • New product release and major version upgrades • Ongoing support via telephone, email and web assistance as needed	**$ 26,283**
HipTtext, Text termination service for 2,000 Messages per Month for 12 Months ** Annual Price paid upfront	**$ 696**

System Installation and Training

One-time fees

Administrator Training Online, interactive training for up to 4 people will encompass the system administration & maintenance, including the following: • Messenger Setup • Carrier Setup • Receiver Setup • Services Panel	**$5,100**

• User Groups & User definition
• Receiver Group set-up
• Intro to Send Screens
• Filter Engine
• SNPP Gateway
  • Overview of functionality and options
• HipLink Mobile
  • Network architecture and preparation requirements
  • Internal wireless network requirements
  • Application deployment strategies for iOS and Android client devices
  • General Policy setup, management and enforcement controls
  • Secure communication guidelines and best practices
  • Data purging controls for lost or stolen devices.
• Reports, Logs & Statistics
• Maintenance of system
• Application of License Keys
• Patches & Upgrades
Filtering Module
Web Signup Module
• Configuration for subscriber access
• Configuration of subscriber profiles
• Define communication methods
• Creation and management of topics
• Creation and management characteristics
• Subscriber statistics
• Message sending options
GIS Module
• Setup, configuration and management
• ESRI interfaces
• Regional query
• Selection tools
• Dispatching options	

Power User Standard Package
Online Interactive Training - *Limit 6 people*
• User Management
• Department overview
• Group setup & maintenance
• Adding/Maintaining Receivers
• Escalation methods
• HipLink Mobile set-up & usage
  • Severity selection
  • Template sending
  • CC responses
  • Attachments
  • Confidential mode
• Message Delivery Status Tracking
• Standard Send
• Advanced Group Sending
	$1,500

Full System Installation & Setup • Install the HipLink software • Set-up the Administrative user and system monitoring including the system attendant variables based on client's environment • Delivery Channels are setup according to the protocols desired • Carrier Set-up - List of Carriers the Company is planning on using is provided • Test message delivery and confirmation of delivery is tested on channels client selected (2 devices per channel), any issues resolved • Global Settings are setup based on Client's needs and requirements o Reporting o Display setting o SMTP connections o Clean-up definition • Install the Integration Agents for Applications are defined (setup/troubleshoot problems) o This doesn't include the application integration itself • HipLink Mobile ○ Network architecture and Security Meetings (includes 2 meetings) ○ Apple Push Notification System (APNS) setup ○ Google Cloud Messaging (GCM) failover setup ○ Set-up download site for desktop clients ○ General Policy setup according to requirements ○ Setup and configure up to 15 receivers • Define Logging Levels and Location of Logs • System testing • Based on input from the organization with design and set-up User Groups • Define Users based on list provided • The set-up team will import Devices from an external, electronic source using tools and import processes. Manual data entry is extra. **Filter Module** • Meeting to review workflow • Review sample messages that need filtering • Create a filter based on client specs • Test filter • Up to 5 filters are included **LDAP Advanced** • Configure General parameters • Configure Connection parameters • Configure User parameters • Configure Group parameters; configure mappings of different LDAP Groups to HipLink user groups • Configure Receivers parameters; configure assigned owner settings • Configure Receiver Carrier mapping; work with on-premise system admin to lay out the procedure of LDAP based mapping • Configure Receiver Department mapping; • work with on-premise system admin to lay out the procedure of LDAP based mapping for multi-department systems *Prerequisites / Required knowledge of:* • *LDAP server, base DN and domain name*	**$8,250**

• *LDAP manager account credentials (e.g., Active Directory service account)* • *LDAP user and groups DNs (e.g., Active Directory OUs)* • *LDAP user attributes* • *LDAP group roles, member assignments and attributes* • *HipLink users and user groups* • *HipLink receivers and assigned owners* **Departments** • Includes two conference calls with customer • Assist with logical department layout • Setup Permission structure **GIS** • Coordination of efforts with GIS Administrator • Conference call to define requirements for implementation • Configure connection to ESRI map URL • Define map layers • Test selection tools **Web Signup** • Includes the use of HipLink default pages and layout for one page • (Individual customization and additional pages can be quoted upon request) • Analyze GIS data format • Customize address drop downs based on data format • Setup Topics & Characteristics • Customize Contact information in site • Add custom legal agreement • Add page graphic from customer *All information required from the questionnaire *Software set-up only, does not include hardware set-up	

System Options

One-time License Fees Support is 20% of fee

Back-up Server – (50% of software license) Installation & Training	**$62,566** $1,200

This is a quote is good for six months only.

HipLink Software License Agreement
Exhibit A

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HIPLINK SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made as of _____ (the "Effective Date") by and between Semotus, Inc. dba HipLink Software ("Licensor") and the customer identified below ("Customer").

This Agreement consists of this signature page, the Basic Terms and Conditions and the attached Exhibits, which are part of this Agreement and are incorporated herein by reference. Each party has read, understands and agrees to the terms and conditions of this Agreement.

Accepted by	*Customer*
Semotus, Inc. – HipLink Software	_____
By: Pamela LaFine	By: _____
Name: Pamela LaFine	Name: _____
Title: CFO	Title: _____
Address for Formal Notice:	Address for Formal Notice:
HipLink Software	_____
718 University Ave., Suite 213	_____
Los Gatos, CA 95032	_____
Attn: Legal	_____
Motorola Solutions:	Address for Formal Notice:
By: Ben A. Zotyka	Motorola Solutions
Name: Ben Zotyka	_____
Title: Sr. Acct Manager	_____

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BASIC TERMS AND CONDITIONS

ARTICLE 1: DEFINITIONS

“Documentation” means such manuals, documentation and any other supporting materials relating to the Licensed Software as are currently maintained by LICENSOR and generally provided to its licensees. Documentation is considered part of the related Licensed Software.

"Intellectual Property Rights" means any and all rights existing now or in the future under patent law, copyright law, industrial design rights law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide, including, without limitation, in the United States.

“Internal Purposes” means Customer’s internal accounting, inventory, word or data processing or other internal uses in the United States, but shall exclude any and all commercial applications or uses in connection with or for the benefit of customers and/or third parties.

“Licensed Software” means the executable files of the computer software obtained by Customer under this Agreement, any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent releases) to the extent offered to Customer under this Agreement, and the related Documentation (as hereinafter defined).

“Purchase Order” means a written order from Customer to LICENSOR for License software to be purchased under this Agreement.

“Warranty Period” means the ninety (90) day period beginning on the date of delivery of the Licensed Software.

ARTICLE 2: SOFTWARE LICENSE

2.1 Ownership. As between the parties hereto, and subject to the licenses granted to Customer herein, Licensor or its licensors, as applicable, own and shall retain all right, title and interest in and to the Licensed Software, and all associated Documentation and all related modifications and derivative works, and all Intellectual Property Rights related thereto.

2.2 License. Subject to the terms and conditions of this Agreement, LICENSOR grants Customer a nonexclusive, perpetual and nontransferable license to use the Licensed Software obtained under this Agreement subject to the following limitations:

(a) Customer shall limit use of the Licensed Software for Internal Purposes, and in no event shall the Licensed Software be sublicensed, disclosed, made available to or used for the benefit of any third party, sold, assigned, leased, or otherwise disposed of, commercially exploited or marketed in any way, with or without charge, by Customer or any of Customers employees.

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(b) The license will be limited to the number of servers, designated IP Address(es), concurrent user(s), enabled user(s) and developer(s) for which the appropriate license fees have been paid.

(c) Customer may not copy the Licensed Software, except for archival or backup purposes.

(d) Except to the extent permitted by applicable law despite this restriction, Customer agrees not to copy, modify, translate, decompile, decrypt, extract, disassemble, or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable code of the Licensed Software, or to create any derivative works based upon the Licensed Software or Documentation, and agrees not to permit or authorize anyone else to do so. Customer also agrees that if any such works are created, they shall be deemed derivative works and as such are the sole and exclusive property of LICENSOR or its licensors.

2.3 Documentation License. Subject to the prior written authorization of LICENSOR and to any conditions contained in that authorization, Customer may at its own expense make copies of the Documentation, whereupon any and all such copies will become and remain Documentation, subject to the terms and conditions of this Agreement. Customer will not remove and will affix to the media upon which it is copied, any proprietary markings or legends placed upon or contained within the Licensed Software or Documentation.

ARTICLE 3: ORDERS AND PAYMENTS

3.1 Payments. Licensee agrees to pay the total, non-refundable license fee as set forth in Exhibit A, attached hereto and incorporated herein, in an upfront lump sum, within thirty (30) days after receipt by the Williamson County Auditor's Office. All payments shall be made in US currency. LICENSOR may increase maintenance fees once a year. **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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer'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.

3.2 Downloading and Shipping. Customer shall be able to download from the internet the Licensed Software and the Documentation immediately upon full execution of this Agreement. For each license granted hereunder, LICENSOR shall have the right to down load one set of Documentation for the appropriate Licensed Software. If requested by Customer, LICENSOR will use commercially reasonable efforts to deliver to Customer the Licensed Software (in machine-readable form) within thirty (30) days after receipt of an accepted Purchase Order. Customer shall be responsible for all freight, handling and insurance charges. Unless given written instructions by Customer, LICENSOR shall select the carrier.

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3.3 Taxes and Other Charges. In addition to all applicable license and administrative fees, Customer will be responsible for paying any amounts equal to all sales, use, personal property, value added, and any other taxes resulting from this Agreement or any activities under this Agreement, excluding taxes based on LICENSOR'S net income, unless Customer furnishes proof of exemption from payment of such taxes which is in a form reasonably acceptable to LICENSOR. Any sum due LICENSOR for which a time of payment is not specified will be paid within thirty (30) days after receipt by the Williamson County Auditor's Office. Any sums not paid when due shall automatically accrue interest from the date when due until actually paid at the rate allowed by law.

3.4 Audit. Licensor may, at any time during the term of this Agreement and with seven (7) days prior notice, request and gain access to Customer's premises, for the limited purpose of conducting an inspection to determine and verify that Customer is in compliance with the terms and conditions hereof. Customer will promptly grant such access and cooperate with Licensor in the inspection; provided, however, that the inspection will be conducted in a manner not intended to disrupt unreasonably Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. **Right to Audit:** Licensor agrees that the 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 Licensor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Licensor agrees that the Customer shall have access during normal working hours to all necessary Licensor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Licensor reasonable advance notice of intended audits.

ARTICLE 4: MAINTENANCE AND SUPPORT

Subject to the payment of annual maintenance fees specified in Exhibit A, LICENSOR shall provide the maintenance and support for the Licensed Software as described on Exhibit B. New contracts will need to purchase maintenance within 30 days of the Effective Date, after that it will be considered lapsed. All maintenance renewals must be paid by the annual anniversary date. There will be a software re-certification fee for accounts with lapsed coverage; please see Exhibit B for fee amounts. Lapsed maintenance coverage renewal will be retroactive to the previous annual anniversary date. No maintenance or support will be provided by LICENSOR until payment is received.

ARTICLE 5: LIMITED WARRANTY

LICENSOR warrants that during the Warranty Period the Licensed Software shall conform in all material respects to the specifications set forth in the LICENSOR'S Documentation. LICENSOR does not warrant that operation of the Licensed Software will be uninterrupted or error free. In the event of a breach of the foregoing warranty, LICENSOR'S sole obligation, and Customer's sole and exclusive remedy, for such breach shall be that LICENSOR shall make all commercially reasonable efforts to promptly correct the non-conforming Licensed Software without charge. Licensee expressly acknowledges and agrees that the use of the Licensed Software is at Licensee's sole risk. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND LICENSOR

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EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6: INDEMNIFICATION

LICENSOR shall indemnify and hold Customer harmless from and against any third party claim that the Licensed Software infringes an existing United States copyright, provided that Customer promptly notifies LICENSOR in writing of any such claim and allows LICENSOR to control, and fully cooperates with LICENSOR in, the defense of any such claim and all related settlement negotiations. Licensor shall pay any damages finally awarded in such legal action as a result of such third-party claim. In the event an injunction is sought or obtained against Customer's use of the Licensed Software as a result of any such infringement claim, LICENSOR may at its sole option and expense, (a) procure for Customer the right to continue using the affected Licensed Software or (b) replace or modify the affected Licensed Software so that it does not infringe, or (c) refund a pro rata portion of the license fee to the Customer, based on a 5 year life of the Licensed Software. LICENSOR shall have no liability to the extent that any claim is based upon: (a) the unauthorized combination, operation or use of any Licensed Software with software not supplied or specified by LICENSOR; (b) the unauthorized alteration, modification or combination of any Licensed Software if infringement could have been avoided by use of the unaltered, unmodified or uncombined Licensed Software; or (c) the failure by Customer to use the most current version of the Licensed Software. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF LICENSOR, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS.

ARTICLE 7: TERMINATION

7.1 Termination. Either party shall be in default if it fails to perform any of its duties or obligations hereunder and fails to substantially cure such default within thirty (30) days after written notice is given to the defaulting party. Upon an event of default, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party, reserving unto the non-defaulting party all other rights and remedies it may have under this Agreement. If Customer is in default, LICENSOR reserves the right, in addition to all other rights and remedies it may have, to withhold further performance of its obligations under this Agreement and may repossess the Licensed Software and Documentation.

7.2 Effect of Termination. Upon termination of this Agreement for any reason, or of any licenses granted hereunder, (a) the provisions of Articles 8, 9, and 10 will survive and (b) Customer will promptly remove all affected Licensed Software from all memory locations, return all copies of the affected Licensed Software and Documentation to LICENSOR, and execute and deliver to LICENSOR a certificate stating that all copies of the affected Licensed Software have been removed and returned or destroyed.

ARTICLE 8: CONFIDENTIAL INFORMATION

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Confidential Information shall mean and include: Licensed Software, its source code, the Documentation and any and all confidential business, technical or data processing information, trade secret or other proprietary information acquired by Customer in the course of carrying out the License, whether or not conceived of or prepared by Licensor or its agents, whether or not reduced to writing, and whether or not in human readable or machine readable form. Customer will treat and hold the Confidential Information in strict confidence. Customer acknowledges that in the course of its relationship with Licensor, it and its employees, Affiliates, contractors, subcontractors, officers and agents will acquire or have access to the Confidential Information. Customer acknowledges that the Confidential Information that is directly or indirectly disclosed by Licensor to Customer or its employees, Affiliates, contractors, subcontractors, officers or agents is confidential in nature, constitutes a valuable asset of Licensor, is proprietary to Licensor, and is properly the subject of protection. Customer further acknowledges that Licensor may have proprietary or confidential information of third parties that they may rightfully use in the course of their businesses. Customer further agrees that any entity or person who obtains or is provided access to the Confidential Information as an Affiliate, agent or contractor of Customer will do so only for the purpose of carrying out the performance of specific terms of this Agreement and shall sign a non-disclosure agreement with similar terms to this Section with Customer covering this Confidential Information.

Customer agrees that as a material inducement to Licensor to enter into this Agreement, neither Customer nor any of its employees, Affiliates, contractors, subcontractors, officers or agents will use, disclose or otherwise make available to any person or entity (except as required under the terms of this Agreement) any of the Confidential Information during the term of this Agreement or thereafter without the prior written consent of Licensor. Customer further agrees that it will instruct its employees, Affiliates, contractors, subcontractors, officers and agents not to, sell, lease, assign, transfer, copy or reveal any of the Confidential Information obtained from Licensor or any products or services that embody, in whole or in part, any Confidential Information without the prior written consent of Licensor. Customer warrants that it will take all steps necessary to ensure fulfillment of this obligation.

To the extent the performance of its obligations under this Agreement requires LICENSOR to be exposed to any information that is identified prior to disclosure by Customer as being confidential or proprietary, LICENSOR shall not disclose such information to any third parties and will use such information only to the extent necessary to perform its support and maintenance services under this Agreement; provided that this Section 8 shall not be applicable to information in the public domain, or received from third parties under no obligation of confidentiality or confidence, and that LICENSOR may reasonably use the name of Customer, and a description of Customer's use of the Licensed Software, in advertising and promotional literature.

ARTICLE 9: LIMITATION OF LIABILITY

Licensor's entire liability to Customer for damages concerning performance or nonperformance by Licensor or in any way related to the subject matter of this Agreement, and regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the amounts paid by Customer under this Agreement.

ARTICLE 10: CONSEQUENTIAL DAMAGES WAIVER

This document contains information that is confidential and is the property of HipLink Software. It may not be copied, published or used, in whole or in part, for any purposes other than as expressly authorized by HipLink Software.
2001-16. All Rights Reserved.

EXCEPT FOR A BREACH OF ARTICLE 2 OR ARTICLE 8 BY CUSTOMER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 11: GENERAL

11.1 Force Majeure. Except with respect to the Customer's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

11.2 Complete Agreement. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all related prior understandings and agreements, oral or written. This agreement cannot be modified or amended except in a writing signed by both parties.

11.3 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then each provision not so affected will remain in full force and effect.

11.4 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of LICENSOR. LICENSOR may assign any of its rights and obligations under this Agreement. This agreement will bind each party and its successors and assigns.

11.5 Disputes. This Agreement and the rights and obligations of the parties hereunder shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the parties hereto. The laws of the State of California, regardless of the choice of law rules of such state or any other jurisdiction, will govern this Agreement. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of either the state or federal courts located in San Jose, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. The laws of the State of California, other than choice of law rules, will govern this Agreement. Customer agrees that the Licensed Software is and will remain after termination of this Agreement the valuable, proprietary, and confidential property of LICENSOR, that any violation of Article 8 would cause LICENSOR irreparable injury for which it would have no adequate remedy at law, and that LICENSOR will be entitled to preliminary and other injunctive relief against any such violation. Such injunctive relief will be in addition to, and in no way limitation of, any other remedies or rights that LICENSOR may have at law or in equity.

11.6 No Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same of any provision.

This document contains information that is confidential and is the property of HipLink Software. It may not be copied, published or used, in whole or in part, for any purposes other than as expressly authorized by HipLink Software.
2001-16. All Rights Reserved.

11.7 Relationship of the Parties. Licensor and Customer are independent contractors.

11.8 Fax Signatures. The parties hereby agree that signatures transmitted and received via facsimile or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both parties.

END BASIC TERMS & CONDITIONS

This document contains information that is confidential and is the property of HipLink Software. It may not be copied, published or used, in whole or in part, for any purposes other than as expressly authorized by HipLink Software.
2001-16. All Rights Reserved.

HipLink Technical Support Service Level Agreement
Exhibit B

1. Eligibility for Technical Support

Customers must purchase maintenance within 30 days of the Effective Date of the License Agreement, after that it will be considered lapsed. All maintenance renewals must be paid by the annual anniversary date or as provided for in the Software License Agreement. There will be a software re-certification fee for accounts with lapsed coverage at a rate of $500 or 5% of the original license, whichever is greater. Lapsed maintenance coverage renewal will be retroactive to the previous annual anniversary date. No maintenance or support will be provided by Licensor until payment is received.

2. Problem Classification

Severity Definitions

The Licensor uses the following definitions for severity levels. The Response Time associated with each level is defined as the length of time required to respond to the customer's initial inquiry with (a) a solution; (b) an explanation and an estimated time frame for an engineered solution, fix, or workaround.

Severity/ Response Time		Definition	Licensor Response
1	1 business hour	HipLink inoperable in business-critical production environment.	Acceptable and agreeable workaround to restore operations. Licensor engages development team immediately to deliver a fix in the shortest time possible.
2	2 business hours	HipLink malfunctioning but operable, moderately to severely restricting use. Significant business impact.	Acceptable and agreeable workaround to reduce usage restriction. Malfunction reported to development team to deliver a fix in the next maintenance release.
3	4 business hour	Help request without malfunctioning of HipLink. How-to or where-to question.	Ideally resolved within the initial call. If escalation necessary, call back with solution within one hour.
4	8 business hours	HipLink minor issue without malfunctioning (i.e. spelling mistake), or, request for added feature or functionality.	Resolution of problem appears in future product release.

The Response Time is not identical with the time to entirely resolve the problem. The resolution of the problem is always as soon as possible, but will be prioritized according to the established severity level, as specified above.

3. Support Offerings

Licensor provides the following support services:

- Support Assistance on technical issues regarding installation, operation, and the use of the standard licensed HipLink software product via telephone, fax or email;
- Product upgrades and fixes for all licensed HipLink Products (releases and versions).

Standard Support

Standard Support provides the customer with:

- Technical Support for problem reporting and is available via telephone during normal business hours;
    - 6 a.m. to 5 p.m. Pacific Standard Time;
- Problem reporting via email, available 24x7
    - Response will be during normal business hours

- Any time technical support is paged in off-hours an incident fee of $500 and $200 per hour per technician will be accessed to the client. Response cannot be guaranteed after hours.

Premium Support

Premium Support provides the customer with:

- Technical Support for non-emergency problem reporting and is available via telephone during normal business hours;
  - 6 am to 5 pm Pacific Standard Time;
- Non-emergency problem reporting via email, available 24x7.
  - Response will be handled during normal business hours
- Emergency Support assistance is available 24x7 for emergency situations if a system is down
  - Limited to five after hours incidents per year after which the standard $200 per hour will apply

4. Contacting Technical Support

HipLink Technical Support is available at the above hours at the following email address and telephone number:

1. support@hiplink.com
2. 1-408-399-0001

5. Call Handling Process

Licensor maintains processes and procedures for handling calls for all Supported HipLink Versions.

5.1 Verification Process

The first step in a support call accomplishes customer verification and gathers basic information.

- Customer and company details;
- Product and version information;
- Operating system information;
- Detailed description of problem being reported;
- Reported severity of problem, per pervious descriptions.

Licensor recommends that the Customer has the following information available at the time of its call. This is to reduce the time necessary for problem reporting and research.

- Version number of all associated software and operating systems involved in the issue;
- Confirm whether call is about a previously reported issue or is an initial call; if previously reported, please have name of contact on hand;
- Concise definition of the issue, eliminating as much unnecessary detail as possible;
- Identification and collection of as many log files as possible that relate or potentially relate to the issue;
- Changes to the environment in the last 48 hours, e.g., system upgrades, customizations;
- Any extraordinary happenings before the issue occurred, e.g., other software products experiencing problems.

5.2 Problem Identification and Localization

Licensor's Technical Support Team ("TST") attempts to determine if the reported problem falls into one or more of the following categories:

- Known problem with a known workaround, no fix yet;
- Known problem with a fix available;
- Usage problem, no code fix required;
- New problem;
- Third Party product problem.

In the first case, if the workaround or severity of the problem allows, the call is attached to the defect report and the Customer notified when the fix is available. Otherwise, the process continues to the research phase.

In the event the issue is found to be related to a third-party product not provided by Licensor, or requires more information from such third-party product, the TST requests the Customer collect such information through their contact points with the third-party. The TST shall use commercially reasonable efforts to provide all necessary information to the Customer in order that the Customer may convey the needs to the third-party with minimal delay. Third-party products may include modems, computer environments, hardware, etc.

5.3 Research

The generic process is as follows:

- The data is analyzed to ensure all necessary information and supporting data are available.
- The TST assigns a developer to recreate the problem and provide a workaround or resolution.
- If it is determined that a usage error occurred, the Customer is provided with the information and, if necessary, an enhancement request is entered for the next revision of product documentation.
- If a resolution is not available or a code fix is determined to be necessary, the TST creates a defect report in PPT and hands the matter to engineering/development.
- The TST is, in all cases, the contact point for the Customer for status updates or any other information relating to open calls.
- When a fix or a product update is available, the TST notifies the Customer and supplies details on how to obtain the fix or upgrade.
- A maintenance release will be posted on the designated web page.

5.4 Critical Call Handling

Any problem report that is deemed to be a Severity 1 call is worked jointly by the Customer and TST to ensure that the best service is provided as further explained below.

Such a call requires both parties be available and understand their role. This section further explains these roles.

Customer Responsibilities:

- Ensure all the necessary information is available;
- Establish contact to TST via telephone;
- Provide information for Customer contact that is available at all times. This person should have the necessary knowledge and access to the systems to be able to understand and execute any instructions from the TST.

TST Responsibilities:

- Respond within one (1) hour;
- Work on the issue until the issue is resolved, an acceptable workaround is found, or the issue can be downgraded to a lower severity level for other reasons.

5.5 Call Tracking / Status

Each problem ticket has an associated ticket number. The Customer may call or email the TST at any time to request status updates.

- For Severity 1 calls, the TST provides daily status updates to the Customer.
- For Severity 2 calls, the TST provides weekly updates to the Customer.

TST will

- Update the Customer with the defect fix schedule and ticket number;
- Facilitate communications with the Customer during the fix process;

- Advise the Customer of when a fix or product update is available along with instructions on how to obtain these;
- Assist with the installation if required.

5.6 Escalation Process

TST engineers have the option to escalate an issue/problem, if they feel they can't provide the required level of support. One specific TST engineer will, however, remain the sole contact person to the Customer throughout the time need to resolve the issue. The TST engineer will update the Customer and interface between developer and Customer.

6. Software Maintenance

6.1 End of Life Policy

Licensor supports the current software version and one previous major release.

6.2 Third Party Products

For Licensor Products used in conjunction with an unsupported version of third-party software, Licensor makes every effort to assist with the issue. However, in these cases Licensor cannot guarantee service level.

Licensor strongly recommends that the Customer always use Licensor's Products with the versions of the third-party products that the third party currently supports.

6.3 Product Customization

The TST shall understand the impact of any customization Licensor carries out for the Customer on the base product and its behavior. Notwithstanding the above, the Licensor recommends that the Customer maintains the information describing the customizations from a technical perspective as well as the purpose of the customization. This will assist the TST in the process of problem determination.

If any customizations to the Product are done by the Customer or any third party other than the Licensor, the Licensor is not responsible for the operation or support of the Product anymore and Licensor may, at its option, ask the Customer to reverse any customization in order to provide support.

6.4 Professional Services

Customers may require Professional Service from Licensor to either

- Provide deployment and implementation services, or
- Provide customization services.

Customers should contact their sales account manager with such requests.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS CONTRACTS
RELATED TO
PUBLIC SAAFETY SOFTWARE SOLUTION
(HipLink Notification)
(DIR-TSO-4101)

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 "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA 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. MOTOROLA Proposal/SOW, dated March 3, 2020, including Software License Agreement and Technical Support Service Level Agreement;
B. Williamson County Contract Addendum; and
C. DIR-TSO-4101(and relevant terms and conditions contained therein).

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts 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.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

IV.

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

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

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.

VII.

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 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.

VIII.

Right to Audit: MOTOROLA 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 MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA 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 MOTOROLA reasonable advance notice of intended audits. In no circumstances will MOTOROLA be required to provide information, including cost-pricing data, which it considers confidential or proprietary.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data

furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

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:	MOTOROLA:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date:March 11, 2020

Commissioners Court - Regular Session **18.**

Meeting Date: 03/24/2020

Approving Customer Service Agreement Data Armor Shredding

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Customer Service Agreement between Williamson County and Data Armor, LLC. to provide on-site shredding services to support the operations of Williamson County Emergency Communications and authorizing execution of the agreement.

Background

This agreement is for Data Armor to provide on-site shredding services at Emergency Communications. This agreement will be for a term of 1 year at a cost of $80.00 per servicing of the 3 carts. There will be an initial delivery fee of $25.00. Department point of contact is Trey Hewty. Funding source 01.0507.0507.004545.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/19/2020 08:04 AM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:49 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 08:06 AM
Final Approval Date: 03/19/2020		

DATA ARMOR

CUSTOMER SERVICE AGREEMENT

CUSTOMER NAME:	Williamson County Emergency Communications		
ADDRESS:	911 Tracy Chambers Lane		
CITY:	Georgetown	STATE: TX	ZIP: 78626
CONTACT 1:	Trey Hewitty	FAX:	
TELEPHONE:	512 / 864-8234	EMAIL:	thewitty@wilco.org
A/P CONTACT:		FAX:	
TELEPHONE:		EMAIL:	

SCHEDULED SERVICE

BIN SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
24" Consoles	45					
36" Consoles	90					
66 Gallon Cart	200	3	1x Month	~~$40~~ $20 & $80 per service	—	N/a
95 Gallon Cart	350					
66 Gallon Cart	200					
Total						
Start Date						

PURGE SERVICE

BOX SIZE	CAPACITY (APPROX LBS)	QUANTITY	FREQUENCY	PRICE/LBS	DESTRUCTION FEE	DEPOSIT
Std File Box (10x12x15)	30					
Banker Box (10x12x24)	40					
Other						
Total						
Start Date:						

NOTES: Onsite Shredding; One Year Service Agreement
Delivery Fee $25 3 carts / keys
Monthly Service - 1st cart $40 each additional
Cart $20(2) = $80 per service; set flat rate
Quotes are honored for 30 days

The parties undersigned have agreed to both this and the reverse side as the agreement and terms and conditions.

DATA ARMOR, LLC		CUSTOMER:	
SIGNED:	Lisa Newton	SIGNED:	
PRINT: Lisa Newton	DATE: 12/16/19	PRINT:	DATE:

Lisa Newton 2/27/20

This CUSTOMER SERVICE AGREEMENT ("CSA") between Inter Armor, LLC (Company") and the ("Customer") (see reverse side) becomes effective on the "start date" (see reverse side) The parties agree as follows:

1.1 Services to be Furnished. Company will provide the services for the secure destruction of records ("Services") described on the CSA on reverse side and made a part hereof. (a) Company will furnish a Certificate of Destruction to Customer, upon request by Customer. Customer may also request custom services not set forth on the CSA, in which case, Company will consult with Customer as to the terms and conditions of the Services requested. (b) Company may at its sole discretion provide services either on-site or in its secure facility in order to meet unanticipated service requirements, scheduling conflicts, or equipment maintenance requirements Company will be the exclusive provider of Services to Customer at Locations identified in the CSA during the Term of this Agreement. (c) Company will provide secure locking containers as described on CSA, the number and size of which will be determined by collective agreement with the Company and the Customer. (d) Company will recycle or otherwise dispose of Customers materials collected and destroyed.

1.2 Services to Affiliates and Subsidiaries. Customer's related affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services may be directed to and be payable by such affiliate or subsidiary at Companies sole discretion.

1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

1.4 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so

1.5 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules, and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

1.6 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

1.7 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material

2. FEES AND PAYMENTS – All standard charges for Services under this Agreement shall be as specified on the CSA. The prices set forth in The CSA shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days prior written notice. For any service requested by Customer that is not listed on The CSA, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear a late fee at the rate of five dollars ($5.00) per month.

* See Amendment 1

2.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 2.2, shall continue in effect for one (1) years, with automatic renewal for successive one-year terms, unless written notice of nonrenewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.

2.2 Termination. Either party may terminate this Agreement for any reason with sixty (60) days written notice after the initial term. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company containers and other property kept at customer's site, and Company shall have no obligation to provide further Services to Customer. In the event of termination prior to the end of the initial term, customer will be obligated to pay the remaining balance of the services agreed upon through the end of the initial term.

2.3 Deposit. Upon termination of contract by either party and the return of all Company containers and other property kept at customer's site, the Company shall return security deposit. Assuming all property is returned in reasonable satisfactory condition. However, if Customer terminates the agreement prior to the initial twelve (12) month term, the security deposit shall be credited to the company.

2.3 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its Managing Member.

2.4 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

2.5 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond it's control.

2.6 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by Company under this Agreement.

2.7 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by Customer and Company.

Customer:	DATA ARMOR, LLC
Signature:	Signature: Lisa Newton
Print:	Print: Lisa Newton
Date:	Date: 3/7/2020

February 27, 2020

Data Armor, LLC
814 Tradesman's Park Loop
Hutto, TX 78634

Customer Service Agreement
Amendment 1

* 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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer'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.

Williamson County Emergency Communications

Printed Name: _____

Signature: _____

Date: _____

Data Armor, LLC

Printed Name: Lisa Newton

Signature: Lisa Newton

Date: 3/7/2020

Commissioners Court - Regular Session **19.**

Meeting Date: 03/24/2020

ESOC New Chiller

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 Services Contract between Williamson County and Automated Logic Contracting Services to provide the Installation of a New Chiller at the Williamson County - ESOC located at 911 Tracy Chambers Ln, Georgetown, TX 78626 in the amount of $9,030.00 and authorizing execution of the agreement.

Background

This agreement is for installation of New Chiller Systems at the ESOC and includes the Labor, Wiring and Programming. Department point of contact is Thomas Solis. Funding Source 01.0100.01071.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

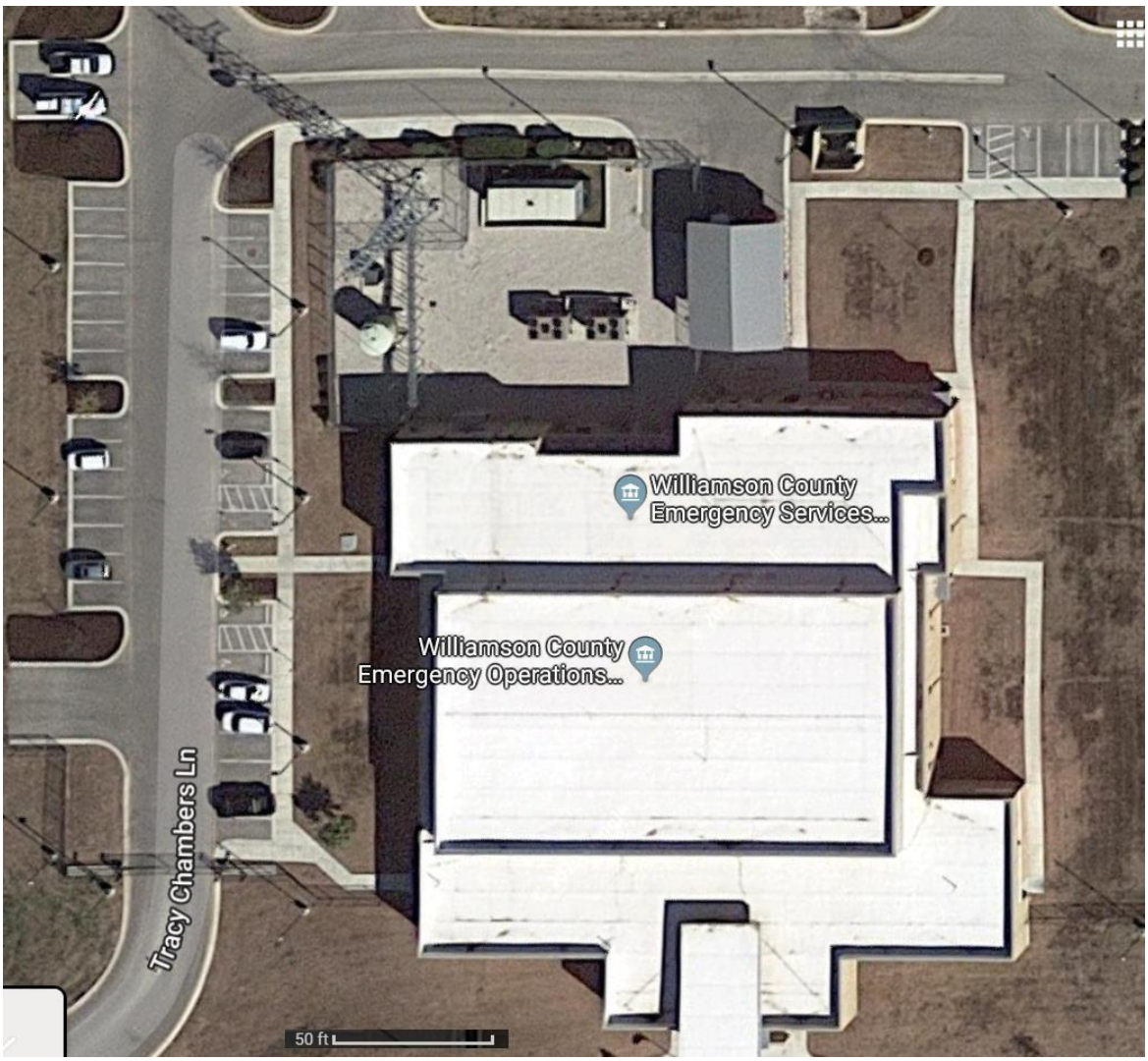
Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:40 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:59 AM
Form Started By: Andrew Portillo		Started On: 03/18/2020 08:47 AM
Final Approval Date: 03/19/2020		

WILCO – ESOC Chiller Replacement

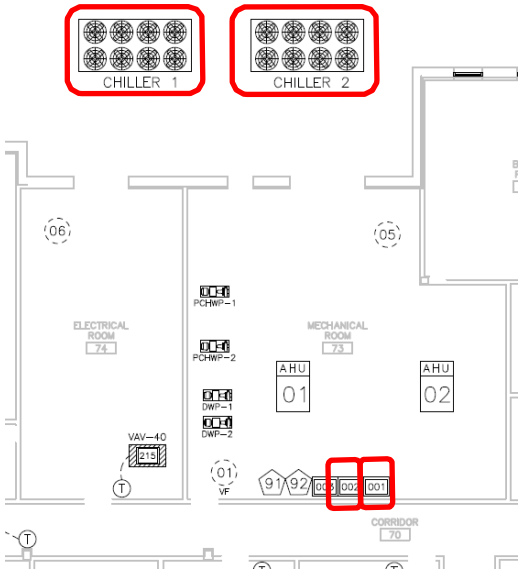
Prepared For: Attn:	Williamson County	Date:	1/10/2019
Project Info:	WILCO - ESOC Chiller Replacement 911 Tracy Chambers Ln, Georgetown, TX 78626	Prepared By:	Jennifer Peterson| *Account Executive* M: 512-809-2685 Jennifer.peterson@automatedlogic.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated 3-9-2020

Project Description:
Automated Logic Contracting Services, Inc. is pleased to provide the enclosed proposal modify Williamson County's Automated Logic WebCTRL® Building Automation System (BAS) for the above referenced project. Automated Logic Contracting Services, Inc. will provide all necessary engineering, software, hardware, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.



Scope of Work



1. Reconnect Direct I/O Points for Chiller Operation
   a. Chiller Start/Stop x 2
   b. Chiller Alarm x 2
   c. Chiller Amps x 2
   d. Chiller Supply Temperature x 2

- Run new direct burial wire from panel mounted inside Mechanical Room [75] panel [002] to air cooled chiller outside.
- Remount ancillary devices if needed
- Checkout all points

2. Connect BACnet Interface for Chiller Operation
   a. Carrier BACnet interface Chiller Points x 2

- Run New LAN wire from LGR mounted inside Mechanical Room [75] panel [001] to air cooled chiller outside.
- Run New LAN wire from one chiller to the other
- Add Prot 485 x2 to protect communication wire.
- Reprogram database for Carrier chiller points
- Checkout all points

Scope Clarifications & Exclusions

Clarifications:

- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC will be using existing DDC control modules, enclosures, software, and field devices specified.
- ALC will be proving new PROT485s and direct burial wire.
- Providing (1) year warranty on materials and labor.

- ALC will interface to the Chiller Control Panel via a chiller manufacturer provided, installed and programmed BACnet interface card.

Exclusions

- 120 VAC Power (existing)
- IP Drop to ALC Routers(existing)
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes any Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.

Project Cost

1.	ESOC Connect Chiller Direct Digital Controls	$9030.00

Pricing does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal. This pricing is valid for 45 days from the above date.

Thank you for your consideration of Automated Logic Contracting Services, Inc. for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Jennifer Peterson

Jennifer Peterson
11100 Metric Blvd
Suite 400
Austin, TX 78658
C: 512-809-2685
Email: jennifer.peterson@automatedlogic.com

Automated Logic Contracting Services, Inc. will not proceed with any work, including submittals without a signed proposal, approved purchase order or executed contract.

PROCEED AS INDICATED:

AUTOMATED LOGIC	CUSTOMER:
Jose Vazquez	
Name jose. vazquez1@carrier.com Digitally signed by: jose.vazquez1@carrier.com DN: CN = jose.vazquez1@carrier.com Date: 2020.03.13 13:03:50 -06'00'	Customer Name
Signature Date	Signature Date
Sales Manager	
Title	Title PO Number

We make data big.™
Next level building automation engineered to help you make smart decisions.

TERMS AND CONDITIONS OF SALE

1. PAYMENT AND TAXES –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.

2. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon a practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. LIMITATION OF LIABILITY – To the extent authorized under Texas law, under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. CUSTOMER TERMINATION FOR DEFAULT –.

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. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

15. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

16. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

17. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

18. CUSTOMER CONSENT - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

19. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

20. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. **DATA PRIVACY** – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

23. REMOTE MONITORING

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.
Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).
Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 23(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

24. MEDIATION: The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Agreement.

25. VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

26. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

27. 3-9-2020

Commissioners Court - Regular Session **20.**

Meeting Date: 03/24/2020

Approving Presidio Quote

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of Smartnet with Presidio Networked Solutions Group in the amount of $89,468.72 per the terms of DIR Contract # DIR-TSO-4167 and authorizing execution of the quote.

Background

This purchase is for the annual renewal of the Smartnet service with Presidio. Department point of contact is Richard Semple. Funding source 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:43 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:51 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 08:18 AM
Final Approval Date: 03/19/2020		

PRESIDIO™

QUOTE: 2003220000314-01
DATE: 01/08/2020
PAGE: 1 of 2

TO:
Williamson County
Richard Semple
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:
Presidio Networked Solutions Group, LLC
Bryan Jones
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bjones@presidio.com
(p) 512.795.7175

BILL TO:
Williamson County
Accounts Payable
301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

accountspayable@wilco.org
(p) 512-943-1500

SHIP TO:
Williamson County
Richard Semple
301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

Customer#: WILLI035
Account Manager: Bryan Jones
Inside Sales Rep: Greg Hubbard
Title: Williamson County SMARTnet Renewal 2020
Comments: * If purchasing off of the Texas State Contract, please ensure the PO has the following information stated:
Texas DIR-TSO-4167 CISCO Branded Product and Related Services

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$322,369.07	$89,468.72	1 for 12 mo(s)	$322,369.07	$89,468.72
		Start Date: 04/01/2020					
		End Date: 03/31/2021					
		Comments: *** Please see excel spreadsheet for additional details ***					

Total List Price:	**$322,369.07**
Sub Total:	**$89,468.72**
Grand Total:	**$89,468.72**

PRESIDIO™

QUOTE: 2003220000314-01
DATE: 01/08/2020

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

_____ _____

Customer Signature Date

Commissioners Court - Regular Session **21.**

Meeting Date: 03/24/2020

Approving Statement of Work Presidio Expressway Configuration

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Statement of Work/Agreement between Williamson County and Presidio Networked Solutions Group, LLC. to provide configuration services for the Expressway C and E DMZs per the terms of DIR contract #DIR-TSO-4167 and authorizing execution of the agreement.

Background

This agreement is for Presidio to provide configuration services for the DMZ Expressway C and E located at the Justice Center and ESOC buildings. Total amount of this agreement is $17,080.00. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOW

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 01:44 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:51 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 08:11 AM
Final Approval Date: 03/19/2020		

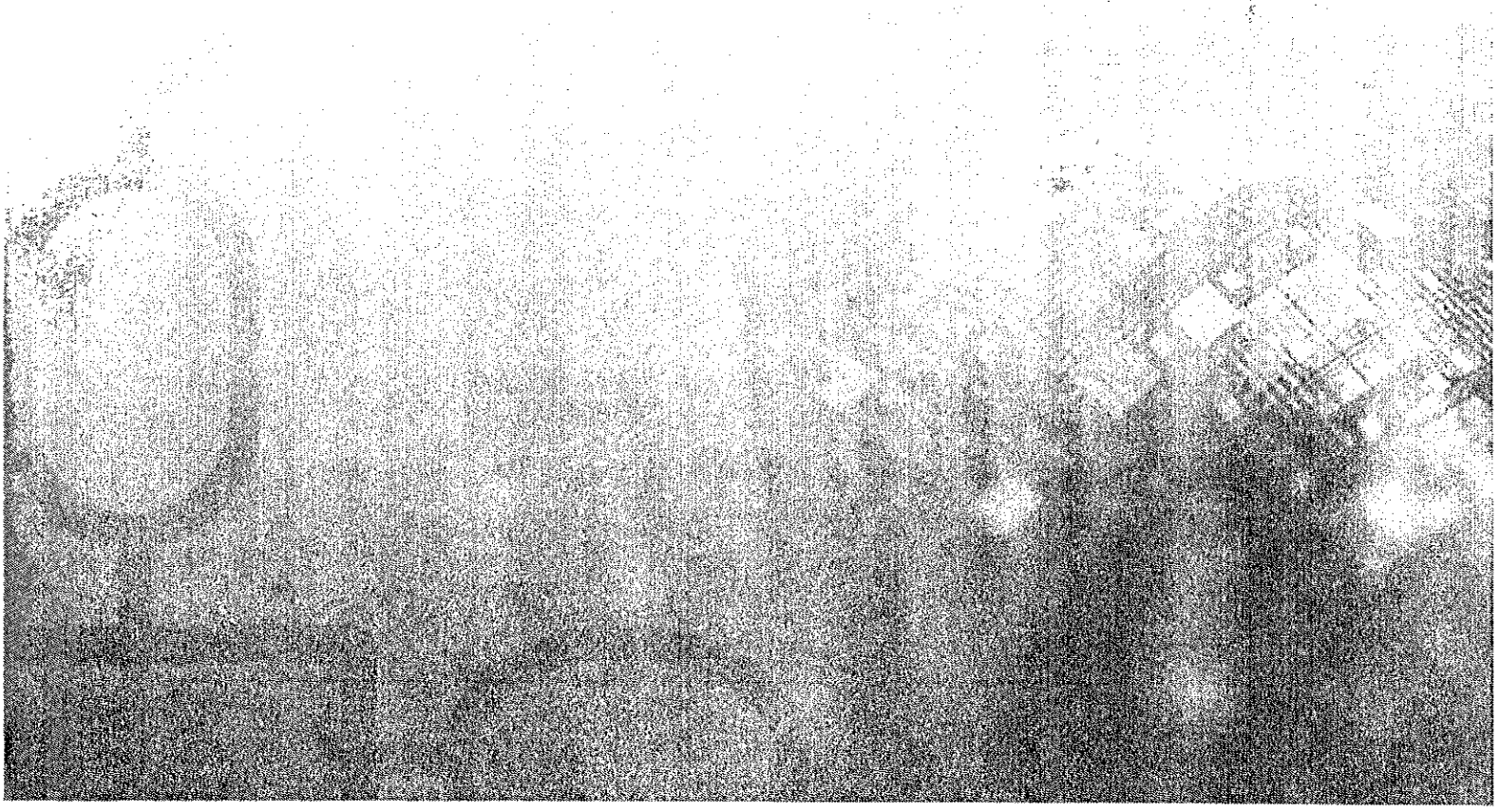
PRESIDIO®
Future. Built.

Expressway Configuration

STATEMENT OF WORK

WILLIAMSON COUNTY

3/06/2020



PROPOSAL TEAM

Name	Company/Function	Phone	Email
Bryan Jones	Presidio Account Manager	512-795-7175	bjones@presidio.com
Michael S Weigel	Presidio Solution Architect	512-795-7113	mweigel@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	2/27/20	Michael S Weigel	First Internal Release
V0.2	3/4/20	Michael S Weigel	First Client Release
V1.0	3/06/20	Ted Kilgore	RAP Review & Approval

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Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

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1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to Williamson County ("Client"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

1.2. Solution and Approach Overview

Williamson County has asked Presidio to engage with them to configuring their Expressway C and E. The DMZ (E) is physically located at the Justice Center and C is located at the ESOC (Emergency Services Operation Center). The ova's have been deployed and the virtual servers are IP'd. Firewall configurations have not been done and they have requested our assistance in providing them with the correct ports to open. Williamson County would like Jabber and Telepresence to be configured.

1.3. Locations

Work will be done at the following locations. All work will be performed On-Ste and remotely unless otherwise specified.

Site Name	Address	On-Site / Remote Services
Williamson County	301 SE Inner Loop, Suite 107, Georgetown, TX 78626	On-Site and Remote

2. SCOPE OF WORK

2.1. Project Scope

E911 Requirements
Many states have implemented specific requirements for Enhanced 911 (E-911) location support on multi-line telephone systems. While Presidio will provide technical advice and assistance, compliance with relevant emergency services regulations is ultimately the responsibility of the Client. Presidio does not determine the relevance of any particular regulation to the Client's situation and assumes no responsibility for compliance (or lack thereof) on the Client's part. Presidio will review potential technical solutions upon request, but the Client may wish to consult with Legal Counsel to determine if the proposed solution meets applicable regulatory requirements in the jurisdiction(s) where service will be provided. Presidio will implement the tasks and technologies as listed in this Statement of Work, but any additional remediation required to comply with 911/E-911 requirements (whether using Presidio-provided or third-party products) will be provided under a Change Order or a separate Statement of Work.

By signing this Statement of Work, the Client agrees that it has reviewed the above language regarding E911 and is solely responsible for compliance with local, state, or federal statutes relative thereto.

2.1.1. Expressway

- Presidio engineers will host up to 1 discovery session(s) for Expressway CE.
- Presidio engineers will provide a design document resulting from the design sessions conducted for Expressway CE.
- Presidio engineers will install and configure Expressway C/E for mobile and remote access.
- Presidio engineers will configure Jabber
- Presidio engineers will configure Telepresence

2.2. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Dial Plan	Excel
High Level Design Diagram	Visio
Array layout	Excel
System Manual	URL
Signed Testing Document	PDF
As-Built Documentation	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes to an agreed upon deliverable is received within five (5) business days, the Presidio Project Team will make the mutually agreed upon revisions or provide detail to support original or revised input, and will, within five (5) business days, re-submit the updated version to Client
- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.3. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for the overall project timeline, scope, budget management, resource scheduling/tracking, communication planning, and execution in accordance with the Presidio Lifecycle Methodology.

Included for our standard Project Management offering for this engagement are the following:

- Remote only, no on-site project management
- Project kickoff (remote)
- Deliverable/milestone tracking
- Resource scheduling and oversight
- Project closeout (remote)

2.4. Project Change Request Process

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, Presidio may charge for the effort required to analyze it. When charges are necessary to analyze a change, Presidio will provide a written estimate and begin the analysis upon written authorization from Client. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
2. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
3. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
4. Changes to the Design, Equipment List or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project
5. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
6. Presidio may engage subcontractors and third parties in performing a portion of this work.
7. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
8. Some activities included in this project may be performed on Presidio's premises.
9. Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
10. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
11. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
12. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request. If at the end of the allotted hours, Client's objectives are not met, a new Purchase Order and agreement must be submitted.
13. Client will be asked to authorize additional consultant hours should actual hours worked approach those authorized by this engagement.
14. For Time and Materials services, it is Client's responsibility is to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
15. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
16. For hourly service, a 4-hour minimum applies for remote services. An 8-hour minimum applies for on-site services.
17. If scheduled work is canceled with less than 24 hours' notice, Client may be liable for a minimum 4-hour charge.

3.2. General Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
17. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
20. Provide patch cables and complete necessary fiber or CAT5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Collab Engineer	68.00	$ 215.00	0.00	$ 322.50
Senior Security Engineer	8.00	$ 215.00	0.00	$ 322.50
Senior Project Manager	4.00	$ 185.00	0.00	$ 277.50
			Total	**$ 17,080.00**

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

5. TERMS AND CONDITIONS

This Proposal/Project is governed by the terms and conditions established in DIR-TSO-4167.

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Williamson County

Signature Date

Printed Name

Presidio

Edward Kilgore
Edward Kilgore (Mar 11, 2020)

Mar 11, 2020

Signature

Date

Edward Kilgore

Director of Professional Services

Printed Name & Title

Commissioners Court - Regular Session **22.**

Meeting Date: 03/24/2020

Utilize TXMAS contract and execute agreement for flooring at Adult probation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on utilizing TXMAS Contract 18-7205 in the not to exceed amount of $118,562.58 and authorizing the Service Contract between Mohawk and Williamson County for Flooring and the execution of the contract.

Background

This is to provide flooring labor and materials for Adult Probation in Round Rock and Georgetown. The amounts are $59,047.58 for Round Rock and $59,515.00 for the Georgetown location.The department point of contact is Dwayne Gossett.This expenditure will be charged to 01.0100.0509.005300 Approved for FY 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Contract

Georgetown Quote

Round Rock Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/19/2020 11:49 AM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 12:57 PM

Form Started By: Johnny Grimaldo Started On: 03/05/2020 10:45 AM

Final Approval Date: 03/19/2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
CARPET INSTALLATIONS
(Adult Probation Offices in Round Rock and Georgetown)
TXMAS-18-72050

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 **Mohawk Carpet Distribution, Inc.** (hereinafter "Service Provider"), 160 S. Industrial Blvd., Calhoun, GA 30701 (ph. 800-622-6228). 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 Quotations, dated December 12, 2019 and February 27, 2020, which are 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 the attached Quotations, dated December 12, 2019 and February 27, 2020, which are incorporated herein as if copied in full. 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 $118,562.58.**

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 include ~~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 Quotations, dated December 12, 2019 and February 27, 2020, which are incorporated herein as if copied in full;

B. TXMAS-18-72050; and

C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative

of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving 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.

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:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Mike Gallman
Printed Name	Printed Name
Date: _____ ___, 2020	Date: March 9, 2020

Exhibit(s)
Quotations, dated December 12, 2019 and February 27, 2020

December 12, 2019
Revision Date: **March 4, 2020**
Revision Number: **3**

Turnkey Control #: CGF04727

Proposal to:
WILCO Adult Probation Georgetown
301 SE Inner Loop
Georgetown, TX 78626

RE: FLOORING PROPOSAL FOR: CGF04727 REV 2 WILCO Adult Probation Georgetown, Georgetown, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-7205, 6/6/2018-2/16/2021

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price	Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	$ 21.21	$ 25,452.00
C2039 Living Local 6" x 48" LVT (36 SF/CTN)	TBD - Standard Running Line Color		360.00	SF	@	$ 2.13	$ 766.80
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	$ 89.34	$ 982.74
36005 M95C1 Adhesive - M950 1 Gallon - M95C1			2.00	EA	@	$ 38.57	$ 77.14
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	$ 5.80	$ 6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	$ 3.50	$ 4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	$ 0.80	$ 960.00
91009 Installation of LVT Standard Labor Rates - Installation of Luxury Vinyl Tile (Planks or Squares)			360.00	SF	@	$ 1.83	$ 658.80
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	$ 4.13	$ 4,956.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	$ 2.99	$ 10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,200.00	SY	@	$ 1.47	$ 1,764.00
Furnish/Install Transition (OPEN MARKET)			12.00	LF	@	$ 16.18	$ 194.16
Freight			1.00	EA	@	$ 2,496.96	$ 2,496.96
						Subtotal	$ 59,515.00
						Estimated Sales Tax	$ -
						TOTAL	$ 59,515.00

NOTES:
1. Based on field measure by: Flooring Solutions, Inc.
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
4. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
5. Mohawk Carpet Distribution, Inc., License Numbers: Collier County FL LCC20170002039, OR 216040, TN 71154, VA 2705162869, and WA MOHAWCD836N4.
6. REVISION 2: Revised date of proposal at the request of Wilco.
7. REVISION 3: Revised TXMAS Contract number and expiration date.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Mohawk
160 S. Industrial Blvd.
Calhoun, GA 30701

MOHAWK®

December 12, 2019
Revision Date: **March 4, 2020**
Revision Number: **3**

Turnkey Control #: CGF04728

Proposal to:
WILCO Adult Probation Round Rock
211 Commerce
Round Rock, TX 78664

RE: FLOORING PROPOSAL FOR: CGF04728 REV 2 WILCO Adult Probation Round Rock, Round Rock, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-7205, 6/6/2018-2/16/2021

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price	Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	$ 21.21	$ 25,452.00
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	$ 89.34	$ 982.74
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	$ 5.80	$ 6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	$ 3.50	$ 4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	$ 0.80	$ 960.00
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	$ 3.68	$ 4,416.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	$ 2.99	$ 10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			2,359.00	SY	@	$ 1.47	$ 3,467.73
Furnish/Install Transition (OPEN MARKET)			16.00	LF	@	$ 16.18	$ 258.88
Freight			1.00	EA	@	$ 2,303.83	$ 2,303.83
						Subtotal	$ 59,047.58
						Estimated Sales Tax	$ -
						TOTAL	$ 59,047.58

NOTES:
1. Based on field measure by: Flooring Solutions, Inc.
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
4. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
5. REVISION: Increased material quantities per request of customer.
6. REVISION 2: Removed LVT, LVT Adhesive, LVT installation labor, as well as reduction of wall base and floor prep.
7. REVISION 3: Revised TXMAS Contract number and expiration date.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Mohawk
160 S. Industrial Blvd.
Calhoun, GA 30701

December 12, 2019

Turnkey Control #: CGF04727

Proposal to:
WILCO Adult Probation Georgetown
301 SE Inner Loop
Georgetown, TX 78626

RE: FLOORING PROPOSAL FOR: CGF04727 WILCO Adult Probation Georgetown, Georgetown, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-72050, 6/6/2018-2/16/2020

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price	Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	$ 21.21	$ 25,452.00
C2039 Living Local 6" x 48" LVT (36 SF/CTN)	TBD - Standard Running Line Color		360.00	SF	@	$ 2.13	$ 766.80
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	$ 89.34	$ 982.74
36005 M95C1 Adhesive - M950 1 Gallon - M95C1			2.00	EA	@	$ 38.57	$ 77.14
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	$ 5.80	$ 6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	$ 3.50	$ 4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	$ 0.80	$ 960.00
91009 Installation of LVT Standard Labor Rates - Installation of Luxury Vinyl Tile (Planks or Squares)			360.00	SF	@	$ 1.83	$ 658.80
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	$ 4.13	$ 4,956.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	$ 2.99	$ 10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,200.00	SY	@	$ 1.47	$ 1,764.00
Furnish/Install Transition (OPEN MARKET)			12.00	LF	@	$ 16.18	$ 194.16
Freight			1.00	EA	@	$ 2,496.96	$ 2,496.96
						Subtotal	**$ 59,515.00**
						Estimated Sales Tax	$ -
						TOTAL	**$ 59,515.00**

NOTES:
1. Based on field measure by: Flooring Solutions, Inc.
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
4. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Mohawk
160 S. Industrial Blvd.
Calhoun, GA 30701

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Sincerely,

Cheryl Gibson

MohawkOne Project Manager
Phone: 800-622-6228 Ext. 21943
Fax: 706-422-6859
E-mail: cheryl_gibson@mohawkind.com

CC: Matthew Salyers

December 12, 2019
Revision Date: **February 27, 2020**
Revision Number: **2**

Turnkey Control #: CGF04728

Proposal to:
WILCO Adult Probation Round Rock
211 Commerce
Round Rock, TX 78664

RE: FLOORING PROPOSAL FOR: CGF04728 REV 2 WILCO Adult Probation Round Rock, Round Rock, TX

Mohawk Carpet Distribution, Inc. - TXMAS-18-72050, 6/6/2018-2/16/2020

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price		Line Total
GT177 Jean 24" x 24" Modular Tile with EcoFlex NXT Backing (8.00 SY/CTN)	Skinny	955	1,200.00	0	@	$ 21.21	$	25,452.00
36005 M004 Adhesive - EnPress - M004			11.00	EA	@	$ 89.34	$	982.74
91009 Installation Carpet Tile Standard Labor Rates - Installation Carpet Tile			1,200.00	SY	@	$ 5.80	$	6,960.00
91009 Removal Broadloom Direct Glue Standard Labor Rates - Removal of Broadloom (direct glue down)			1,200.00	SY	@	$ 3.50	$	4,200.00
91009 Carpet Disposal Standard Labor Rates - Carpet Disposal			1,200.00	SY	@	$ 0.80	$	960.00
91009 Convent. Furn. Moving (Medium) Standard Labor Rates - Conventional Furniture Moving (Medium)			1,200.00	SY	@	$ 3.68	$	4,416.00
91009 Furn/Inst. Base, Std. 4-Inch Standard Labor Rates - Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,360.00	LF	@	$ 2.99	$	10,046.40
91009 Floor Prep - Skim Coat to 1/8" Standard Labor Rates - Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			2,359.00	SY	@	$ 1.47	$	3,467.73
Furnish/Install Transition (OPEN MARKET)			16.00	LF	@	$ 16.18	$	258.88
Freight			1.00	EA	@	$ 2,303.83	$	2,303.83
						Subtotal	**$**	**59,047.58**
						Estimated Sales Tax	$	-
						TOTAL	**$**	**59,047.58**

NOTES:
1. Based on field measure by: Flooring Solutions, Inc.
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
4. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
5. REVISION: Increased material quantities per request of customer.
6. REVISION 2: Removed LVT, LVT Adhesive, LVT installation labor, as well as reduction of wall base and floor prep.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Preformed Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Sincerely,

Cheryl Gibson

MohawkOne Project Manager
Phone: 800-622-6228 Ext. 21943
Fax: 706-422-6859
E-mail: cheryl_gibson@mohawkind.com

CC: Matthew Salyers

Commissioners Court - Regular Session **23.**

Meeting Date: 03/24/2020

Approve exemption under 262.024 (a) (2)

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 Doyle Electric LLC for Jail Emergency Panel Interior replacement, The not-to-exceed amount under this agreement is $11,064.91, unless amended by a change order and approved by the Williamson County Commissioners Court, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (2) an item necessary to preserve and protect the public health or safety of the residents of the county.

Background

This is to provide for repairs to the Emergency Panel that controls the locks at the jail.
The department point of contact is Tom Stanfield
This expenditure will be charged to 100.1008.5300 which was approved for FY2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

signed contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/19/2020 11:49 AM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 12:58 PM

Form Started By: Johnny Grimaldo Started On: 03/05/2020 10:50 AM

Final Approval Date: 03/19/2020

February 17, 2020

Williamson County

Attn: Tom Stanfield

Project: Wilco Jail Emergency Panel Interior Replacement

Doyle Electric LLC. is pleased to submit our proposal for the above referenced project. This proposal is based on the following and is good for 30 days from date referenced above due to drastic change in commodities.

Qualifications:

1. Proposal is based off review meeting with onsite personnel.
2. Proposal is based on shutdown taking place (1) day M-F, 7AM to 3:30PM.
3. Change out faulty interior of existing panel EH1.
4. De-energize existing circuits and refeed with temporary panel during shutdown.
5. Temporary panel will be fed from existing Panel EH2.
6. Temporary task lighting as required during shutdown.
7. Temporary panel/breakers procurement and installation.
8. Confirm Operation and Test of equipment.

Exclusions:

1. Permit.
2. BIM Coordination.
3. Payment and performance bond.
4. Low voltage cabling and terminations.
5. Updating of existing electrical to code compliancy.
6. Cutting in of electrical openings located in CMU walls.
7. New panel interior (provided by Owner)
8. Reuse existing branch breakers in new panel interior

Contingent Upon:

1. Issuance of a lump sum contract with mutually beneficial contract language.
2. Detailed construction schedule at time of contract.
3. Voltage drop calculations by electrical engineer and all branch and feeder sizes scheduled being based on those calculations.
4. GC providing all locations, elevations and/or graded required for the electrical installation.
5. GC locating, marking, and identifying all underground utilities prior to commencement of excavation.
6. All underground/overhead utilities having been previously approved by each respective utility agency.

Price:	*BASE*	*$8,559.91*
	REPLACE EXISTING BREAKERS WITH NEW (ADD)	*$2,505.00*

If you should have any questions and/or comments relative to this proposal, please contact me directly at the info listed below.

Dustin Doyle

Vice President

(512) 743-5534

Dustind@doyletx.com

TECL #32035– Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
JAIL EMERGENCY PANEL
INTERIOR REPLACEMENT
(Doyle Electric LLC)

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 **Doyle Electric LLC** (hereinafter "Service Provider"), with mailing address at 1108 S Lakeside Dr. Burnet, Texas 78611 (phone 512-743-5534). 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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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/Quotation(s), dated February 17, 2020 which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated February 17, 2020 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $11,064.91, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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.

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.

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

As described in the Statement of Work/Quotation(s), dated February 17, 2020 which is incorporated herein as if copied in full.

IX.

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

X.

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.

XI.

Termination: 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.**

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: March 3, 2020

Exhibit(s)
Statement of Work/Quotation, dated February 17, 2020
(Incorporated herein as if copied in full)

Commissioners Court - Regular Session **24.**

Meeting Date: 03/24/2020

Authorize utilization of Tips Contract 180101 and Unit Removal and Replacement At Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on utilizing TIPS Contract 180101 for the not-to-exceed amount of $14,011.00, unless amended by a change order and approved by the Williamson County Commissioners Court and authorizing the Service Contract between Way Service LTD and Williamson County for Unit Removal and Replacement At Jail.

Background

This is for the Removal and Replacement of a Mitsubishi and Lennox Unit at the Jail. The detailed scope of work and proposal from Way Service is attached. The point of contact is Tom Stanfield and Funding Source is 100.1008.5300, approved for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Way Services Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Kerstin Hancock	03/19/2020 11:49 AM

Form Started By: Johnny Grimaldo Started On: 03/05/2020 11:29 AM

Final Approval Date: 03/19/2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
HVAC SERVICES
WILLIAMSON COUNTY JAIL

WAY SERVICE, LTD
(TIPS VENDOR CONTRACT
#180101)

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 SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Way Service, Ltd.** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in the attached Statement of Work/Quotation/Scope of Services attached hereto as Schedule 1 and incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written

amendment to this Contract has been signed by both parties.

II.

Completion: The services shall be fully and finally completed within **150 calendar days** from the date the services are commenced; provided, however, the County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$14,011.00** for the specific project upon final completion. 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*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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; Conflicting Terms: 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. Statement of Work/Quotation/Scope of Services attached hereto as Schedule 1 and incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

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.

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.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

XIII.

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.

XIV.

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.

XV.

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.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

XIX.

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
	Ryan Shaer
_____	_____
Printed Name	Printed Name
Date: _____ ___, 20___	Date: 3 9, 2020

Way Service, Ltd.
Your **Single Source** Provider for Facility Solutions

PROJECT AGREEMENT

Proposal Date	Proposal Number
02.24.2020	

HEREINAFTER CONTRACTOR **Way Service, Ltd.**		HEREINAFTER CUSTOMER **Williamson County**
Way Service, Ltd. 2320 B. Donley Dr. Austin, TX 77662	**And**	Williamson County Facilities Department Georgetown, Texas 78626 Attention: Dale Butler / Tom Stanfield

The services as described herein will be provided at the following location:

Williamson County Jail, 306 West 4th Street, Georgetown, Tx. 78626

The Scope of Work hereunder consists of:

The Work performed under this AGREEMENT will be substantially complete and ready for Customer's beneficial use within forty-five (45) days of Customer's acceptance and Contractor's approval of this Agreement. Upon full execution of work, 100% of the total contract price shall be paid by the Customer.

Way Service, Ltd. is a TIPS (Texas Interlocal Purchasing System) vendor under Contract #180101.

PROJECT INVESTMENT: $ 14,011.00

Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Way Service, Ltd.

Schedule 1

WAY SERVICE LTD. IS PLEASED TO SUBMIT THIS PROPOSAL FOR THE FOLLOWING SCOPE OF WORK:

Remove & Replace Mitsubishi Unit at Williamson County Jail:

- Recover Refrigerant.
- Disconnect Refrigerant Lines and Electrical from Condenser and AHU.
- Install new Mitsubishi M# PUY-A12NKA7 Condenser and M# PKA-A12HA7 Wall Mount Air Handler.
- Reconnect existing Refrigerant and Electrical.
- Reconnect Condensate Drain.
- Provide and Install a new Wall Mounted Wireless Sensor.
- Evacuate System and Charge.
- Start and Check Operation.
- Remove old Material / Equipment from Site.
- Clean up Work Area.

Remove & Replace Lennox Unit at Williamson County Jail:

- Recover Refrigerant.
- Disconnect Refrigerant Lines and Electrical from Condenser and AHU.
- Disconnect ALC Controls.
- Install new Lennox Condenser M# TSA036S4N44Y and Air Handler M# CBBA27UHE-036-230 w/ Electric Heat Kit 10 KW.
- Reconnect existing Refrigerant and Electrical.
- Reconnect Condensate Drain.
- Reconnect ALC Controls.
- Evacuate System and Charge.
- Start and Check Operation.
- Remove old Material / Equipment from Site.
- Clean up Work Area.

CLARIFICATION AND EXCLUSIONS:

- Any applicable taxes are excluded.
- Any work not specifically stated above is excluded.
- All work to be performed during normal business hours M-F 7:30am – 4:00pm.
- Any code upgrades or modifications to utilities such as electrical, plumbing, gas is excluded.
- Background checks are performed by Williamson County at no cost to Way Service Ltd.
- Once project is awarded, Way Service Ltd. will confirm the details on the Lennox unit electric heat.

Commissioners Court - Regular Session **25.**

Meeting Date: 03/24/2020

Approving Service Contract SO Gun Range Ammo Building

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and TMG Contracting, LLC. to provide site prep work at the Sheriff's Office Gun Range per the terms of Sourcewell Contract #TX-CT-GC-121819-TCL and authorizing execution of the agreement. Funding source P470.

Background

This agreement is for TMG to provide site prep work (civil and electrical) at the Sheriff's Gun Range to prepare for the installation of the new Ammunition Storage Building previously approved. Contract amount is $49,543.42. Department point of contact is Bob Lubecker. Funding source P470.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 02:46 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:46 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 07:46 AM
Final Approval Date: 03/19/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
GUN RANGE AMMO BUILDING
(TMG CONTRACTING, LLC)
(Sourcewell EZIQC Coop Cont. #TX-CT-GC-121819-TCL)

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 **TMG Contracting, LLC, (hereinafter "Service Provider")**, P.O. Box 415, Hutto, TX 78634 (ph. 512-801-2595). 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/Proposal(s), dated March 5, 2020, which is 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 $49,543.42.**

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(s), dated March 5, 2020, which is incorporated herein as if copied in full;

B. Sourcewell EZIQC Coop Cont. #TX-CT-GC-121819-TCL; including addenda and related documents; and

C. Any required insurance certificates evidencing required coverages.

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.

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.

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:

_____
Authorized Signature

Tony Gutierrez
Printed Name

Date: March 13, 2020

Exhibit(s)
Statement of Work/Proposal(s) dated March 5, 2020

Sourcewell

ezIQC THE GORDIAN GROUP

Detailed Scope of Work

To:	Tony Gutierrez TMG Contracting, LLC PO Box 415 Hutto, TX 78634 512-801-2595	**From:**	Bob Lubecker Williamson County 3101 SE Inner Loop Georgetown, TX 78626 815-341-6271

Date Printed: March 05, 2020

Work Order Number: 076139.00

Work Order Title: Williamson County - Gun Range Ammo Building

Brief Scope: Williamson County Sheriff's Office Gun Range Ammunition Building Installation & Site Work.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Excavation, concrete & electrical work for proposed Ammo Storage Building.
Scope is based on Williamson County issued documents.
Documents Titled:
Summary of Work 01010

- Civil Plans
- Civil Specifications
- Electrical Plans
- Electrical Specifications

Dated: 9/19/19

Subject to the terms and conditions of JOC Contract **TX-CT-GC-121819-TCL**.

Contractor _____ Date _____

Owner _____ Date 3/10/2020

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-GC-121819-TCL

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	076139.00	Work Order Date:	03/05/2020
Work Order Title:	Williamson County - Gun Range Ammo Building		
Owner Name:	Williamson County	Contractor Name:	TMG Contracting, LLC
Contact:	Bob Lubecker	Contact:	Tony Gutierrez
Phone:	512-943-1625	Phone:	512-801-2595

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-CT-GC-121819-TCL.

Brief Work Order Description:

Williamson County Sheriff's Office Gun Range Ammunition Building Installation & Site Work.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $49,543.42

Owner Purchase Order Number:

Approvals

			3/10/2020
Owner	Date	Contractor	Date

Contractor's Price Proposal - Detail

Date: March 05, 2020

Re:
IQC Master Contract #: TX-CT-GC-121819-TCL
Work Order #: 076139.00
Owner PO #:
Title: Williamson County - Gun Range Ammo Building
Contractor: TMG Contracting, LLC
Proposal Value: $49,543.42

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Concrete						
1	03 15 16	00 0034		LF	1/2" x 4" Cork, Premolded Expansion Joint	$364.56
				Installation	Quantity 140.00 x Unit Price 2.10 x Factor 1.2400 = Total 364.56	
2	03 21 11	00 0124		LF	#4, Grade 50, Slab On Grade, Steel Reinforcement Bar	$631.90
				Installation	Quantity 910.00 x Unit Price 0.56 x Factor 1.2400 = Total 631.90	
3	03 21 11	00 0241		EA	3/8" Diameter x 24" Long, Deformed Straight Dowel	$50.39
				Installation	Quantity 32.00 x Unit Price 1.27 x Factor 1.2400 = Total 50.39	
4	32 16 23	00 0002		SF	4" Cast In Place Concrete Sidewalk	$3,634.19
				Installation	Quantity 680.00 x Unit Price 4.31 x Factor 1.2400 = Total 3,634.19	
Subtotal for Concrete						**$4,681.04**
Electrical						
5	01 22 20	00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$915.02
				Installation	Quantity 16.00 x Unit Price 46.12 x Factor 1.2400 = Total 915.02	
					Two electricians for 1 day hook up to meter for service and coordination with Oncor	
Subtotal for Electrical						**$915.02**
Erosion Control						
6	31 25 14	26 0009		LF	3' High Silt Fence with Stakes at 6' On Center	$425.20
				Installation	Quantity 270.00 x Unit Price 1.27 x Factor 1.2400 = Total 425.20	
7	31 25 14	26 0017		LF	Removal Of Silt Fence And Stakes	$93.74
				Installation	Quantity 270.00 x Unit Price 0.28 x Factor 1.2400 = Total 93.74	
8	32 92 19	13 0019		MSF	Turf Mix, Hydro Or Air Seeding4 LB/MSF spread rate. Mixture of three varieties of bluegrass and one improved perennial ryegrass.	$230.12
				Installation	Quantity 3.00 x Unit Price 61.86 x Factor 1.2400 = Total 230.12	
Subtotal for Erosion Control						**$749.06**
Excavation						
9	01 22 23	00 0186		DAY	8 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	$3,833.01
				Installation	Quantity 3.00 x Unit Price 1,030.38 x Factor 1.2400 = Total 3,833.01	
					Compaction of sub-base	

Contractor's Price Proposal - Summary

Date: March 05, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-TCL
Work Order #:	076139.00
Owner PO #:	
Title:	Williamson County - Gun Range Ammo Building
Contractor:	TMG Contracting, LLC
Proposal Value:	$49,543.42

Concrete	**$4,681.04**
Electrical	**$915.02**
Erosion Control	**$749.06**
Excavation	**$41,814.01**
Testing	**$1,384.29**
Proposal Total	**$49,543.42**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: March 05, 2020

Re:

IQC Master Contract #:	TX-CT-GC-121819-TCL
Work Order #:	076139.00
Owner PO #:	
Title:	Williamson County - Gun Range Ammo Building
Contractor:	TMG Contracting, LLC
Proposal Value:	$49,543.42

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Contractor's Price Proposal - Detail Continues..

Work Order Number: 076139.00
Work Order Title: Williamson County - Gun Range Ammo Building

Excavation

10	01 22 23 00 0213	DAY	5 Ton, Single Smooth Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator								$3,705.76
				Quantity		Unit Price		Factor	=	Total	
		Installation		4.00	x	747.13	x	1.2400	=	3,705.76	
			Compaction of new material								
11	01 22 23 00 0281	DAY	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator								$3,627.10
				Quantity		Unit Price		Factor	=	Total	
		Installation		4.00	x	731.27	x	1.2400	=	3,627.10	
			Fine Grading and clean up of site.								
12	01 22 23 00 0344	WK	3/4 CY Hydraulic Excavator With Full-Time Operator								$4,485.72
				Quantity		Unit Price		Factor	=	Total	
		Installation		1.00	x	3,617.52	x	1.2400	=	4,485.72	
			Excavation and placement of material								
13	01 22 23 00 1375	WK	18 CY Rear Dump Truck With Full-Time Truck Driver								$4,875.89
				Quantity		Unit Price		Factor	=	Total	
		Installation		1.00	x	3,932.17	x	1.2400	=	4,875.89	
			Import & Export of material								
14	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.								$815.82
				Quantity		Unit Price		Factor	=	Total	
		Installation		4.00	x	164.48	x	1.2400	=	815.82	
15	01 74 19 00 0030	CY	Excavated Dirt Landfill Dump Fee								$3,785.93
				Quantity		Unit Price		Factor	=	Total	
		Installation		211.00	x	14.47	x	1.2400	=	3,785.93	
16	31 05 16 00 0010	CY	#7 Stone Aggregate Fill (3/8" To 1/2")								$16,684.78
				Quantity		Unit Price		Factor	=	Total	
		Installation		211.00	x	63.77	x	1.2400	=	16,684.78	

Subtotal for Excavation **$41,814.01**

Testing

17	01 22 20 00 0048	HR	On-Site Certified Materials Testing Technician								$1,384.29
				Quantity		Unit Price		Factor	=	Total	
		Installation		18.00	x	62.02	x	1.2400	=	1,384.29	
			Compaction Testing & Lab Work.								

Subtotal for Testing **$1,384.29**

Proposal Total **$49,543.42**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Commissioners Court - Regular Session **26.**

Meeting Date: 03/24/2020

Approving Service Contract Carpet Install

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Quality Carpets & Floors to provide the installation of carpet at various County locations and authorizing execution of the agreement.

Background

This agreement is for Quality Carpets & Floors to install new carpet in multiple offices at the Williamson County Central Maintenance Facility. Contract amount is $4,892.37. Department point of contact is Dwayne Gossett. Funding source 01.0100.1026.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 02:10 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:48 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 08:00 AM
Final Approval Date: 03/19/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CARPET INSTALLS (Various County Locations)

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 **Quality Carpets & Floors** with offices at 5840 Williams Dr., Georgetown, Texas 78633, phone number 512-930-1339 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in the attached Statement(s) of Work/Quotation(s), dated January 28, 2020 and are incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is the total amount of $4,892.37, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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(s) of Work/Quotation(s), dated January 28, 2020 and are incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

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.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Dudley Hill
Authorized Signature	Authorized Signature
_____	Dudley Hill
Printed Name	Printed Name
Date: _____, 2020	Date: March 6, _____, 2020

Exhibit(s)
Statement(s) of Work/Quotation(s)
(dated January 28, 2020 and incorporated herein as if copied in full)

QUOTE

Quality Carpets & Floors

5840 Williams Dr.
Georgetown, Texas 78633
(512)930-1339 (512)863-7979
gcfdhill@verizon.net

DATE **January 28, 2020**

TO: Williamson County Road & Bridge
ATTN: DWAYNE

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
450 FT	Buckingham Cavern Carpet tile installed with TEAR OUT	$2.99	$1,345.50
	of Existing & Moving Furniture		
86 LF	**Roppe 4' with tear out existing Black Brown**	2.00	$172.00
1 BAG	FLOOR LEVELER (SUBJECT TO CHANGE)		$47.50
	TRANSITION		$12.00
	VICKIE'S OFFICE	**TOTAL**	$1,577.00
312 FT	Buckingham Cavern Carpet tile installed with TEAR OUT	2.99	$932.88
	of Existing & Moving furniture		
72 LF	Roppe 4' with tear out existing Black/Brown	2.00	$144.00
1 BAG	**FLOOR LEVELER**		$47.50
	TRANSITION **BOSS'S OFFICE**		$12.00
		TOTAL	1,136.38
		SUBTOTAL	
		SALES TAX	
		TOTAL	

***We are no longer accepting credit cards. Cash or Check only**

THANK YOU FOR YOUR BUSINESS!

2,713.38

QUOTE

Quality Carpets & Floors

5840 Williams Dr.
Georgetown, Texas 78633
(512)930-1339 (512)863-7979
gcfdhill@verizon.net

DATE **January 28, 2020**

TO: Wilco Road & Bridge
ATTN: DWAYNE

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
95 FT	Buckingham Cavern Carpet tile installed with TEAR OUT	$2.99	$284.05
	of existing & Moving Furniture **(NEW PERSON)**		
39 LF	Roppe 4" with tear out existing Black/Brown	2.00	$78.00
1 BAG	FLOOR LEVELER (SUBJECT TO CHANGE)		$47.50
		TOTAL	$409.55
126 FT	Buckingham Cavern Carpet tile installed with TEAR OUT	$2.99	$376.74
	of existing & Moving Furniture		
45 LF	Roppe 4" with tear out existing Black/Brown	2.00	$90.00
1 BAG	FLOOR LEVELER (SUBJECT TO CHANGE)		$47.50
	DARRIEL'S OFFICE	**TOTAL**	$514.24
		SUBTOTAL	
		SALES TAX	
		TOTAL	

***We are no longer accepting credit cards. Cash or Check only**

THANK YOU FOR YOUR BUSINESS!

923.79

QUOTE

Quality Carpets & Floors

5840 Williams Dr.
Georgetown, Texas 78633
(512)930-1339 (512)863-7979
qcfdhill@verizon.net

DATE **January 28, 2020**

TO: Wilco-Road & Bridge
ATTN: Dwayne

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
330 FT	Buckingham Cavern Carpet tile installed with TEAR OUT	$2.99	$986.70
	of existing & Moving Furniture		
98 LF	Roppe 4" with tear out exisitng Black/Brown	2.00	$196.00
1 BAG	FLOOR LEVELER (SUBJECT TO CHANGE)		$47.50
	TRANSITIONS		$25.00
		SUBTOTAL	
		SALES TAX	
		TOTAL	**$1,255.20**

***We are no longer accepting credit cards. Cash or Check only**

THANK YOU FOR YOUR BUSINESS!

1255.20

Commissioners Court - Regular Session **27.**

Meeting Date: 03/24/2020

Brushy Creek Regional Trail Ph V (P419) Chasco Change Order 2 (Time Only)

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 accepting and approving a report on the Williamson County Brushy Creek Regional Trail – Phase V Project (P-419); Change Order #02 in the amount of $0.00 (Time Extension Only) which was executed by Tom Stanfield, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

This change order is to provide project completion time extension related to Material and Weather Delays. On October 30, 2018, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Chasco Construction, Ltd, LLP in relation to the Williamson County Brushy Creek Regional Trail – Phase V Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco Change Order No. 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/19/2020 10:34 AM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 11:25 AM
Form Started By: Wendy Danzoy		Started On: 03/19/2020 09:30 AM
Final Approval Date: 03/19/2020		

Form 2146-L
(Rev. 10/11)
Page 1 of 1

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 002

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. 222+00 to Sta. 230+00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Time change only. No change in construction costs. See delay description attached. Delays include de-energizing LCRA powerlines at a later date than scheduled at no fault of contractor. Other delay included boardwalk fabrication delay from supplier side and minor shift in pier location due to previously unknown field conditions.

CCSJ:	0914-05-191
Project:	Brushy Creek Trail
Highway:	n/a
County:	Williamson
District:	Georgetown Office
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: n/a

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor 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. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date 3/4/2020

By Kellin Neiman

Typed/Printed Name KELLIN NEIMAN

Typed/Printed Title SR. PM

The following information must be provided

Time Ext. #: 2 Days added on this C.O.: 127

Amt. added by this change order: $0.00

For TxDOT use only:

Days participating:

Amount participating:

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Drew Carman, Project Manager 03/04/20
Name/Title Date

DREW CARMAN 3/4/2020
Name/Title Date
☒ APPROVED ☐ REQUEST APPROVAL

TOM STANFIELD, WILCO FACILITIES PM 3/17/20
Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date

Name/Title Date
☐ APPROVED

Engineer's Seal:

CHASCO CONSTRUCTORS

2/28/2020

TO: Drew Carmen – RVI
Tom Stanfield – Williamson County

RE: **Brushy Creek Regional Trail PH 5 - Notice of Delay & Time Extension Request**

Pursuant to the terms and conditions of our contract, we are advising you of delays to our project, the **Brushy Creek Regional Trail PH** project. The following is a list of delays incurred:

- See attached

The above listed delays affected the critical path, thus we are requesting **One Hundred Twenty Seven (127)** days be added to the current contract completion date at this time. If you should have any questions, please do not hesitate to call me.

Respectfully,

APPROVED BY: _____ Date 3/2/2020

CHASCO CONSTRUCTORS

Kellin Neiman

Kellin Neiman
Sr. Project Manager

CHASCO CONSTRUCTORS

Chasco Project Name: BRUSHY CREEK REGIONAL TRAIL PH 6
Chasco Project No. 18178

Sequence #	Delay / Description	Date Submitted	Days Requested	Days Approved	Type of Approval	Date of Approval
1	WEATHER DAYS		34			
2	DRAINAGE CHANGES		20	20	CO #1	
3	BRIDGE INSTALLATION DELAYED BY OVERHEAD POWER LINES. BID DOCUMENTS STATE OVERHEAD POWER LINES CANNOT BE ENERGIZED BUT OSHA RULES 1926.1415 DO NOT ALLOW CRANES UNDER POWER LINES WHILE ENERGIZED. CONTRACTOR COORDINATED DE-ENERGIZING OF HIGH VOLTAGE POWER LINES WITH LCRA AT LATER DATE THAN SCHEDULED.		20	20 ✓	CO #2	✓
4	BOARDWALK AND BRIDGE TRANSITION. INSTALLATION OF BOARDWALK PIERS AND COLUMNS DELAYS. BOARDWALK RE-DESIGN AND FABRICATION TIME. BOARDWALK 3 PIER SHIFT RE-DESIGN TO AVOID EXISTING UTILITY.		99	99	CO #2	✓
	JANUARY WEATHER DAYS		8	8 ✓	CO #2	✓
	RAILS NEED TO BE FIELD MEASURED FOR FAB - TBD					
			181	147		

CO #1 20
CO #2 127 ✓
147

WEATHER DAYS TO BE RECONCILED AT CLOSEOUT

Commissioners Court - Regular Session **28.**

Meeting Date: 03/24/2020

1706-168 Inner Loop Improvements Change Order No. 6

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $7,291.00 for the Inner Loop Improvements (Chasco Contractors), a Road Bond project in Commissioner Pct. 3.
P: 226 and 251 Funding Source: Road Bond

Background

This Change Order provides payment to the Contractor for additional work required in front of the Center Maintenance office to bring the sidewalk into compliance with ADA requirements. Existing sidewalk was removed, the area graded, and new sidewalk was placed back at the correct slopes. Handrail and curb were also installed. Due to the handrail having to be installed, the mailbox cluster had to be relocated and a new concrete pad placed. All related items to relocating the mailbox are being paid under the existing concrete riprap item. Due to the timing of this work, there was an inflation in cost related to the rail. New concrete curb was required along the edge of the sidewalk due to the new slope of the sidewalk going into the building. In addition to the actual mobilization for the new work, miscellaneous items are included in this cost for haul-off of excess spoils, lowering and repairing the electrical conduit under the sidewalk, and having to progress the work in halves per the County's request to keep half of the sidewalk open at all times.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1706-168 Inner Loop Improvements CO No 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:38 AM
Form Started By: Dawn Haggard		Started On: 02/26/2020 01:38 PM
Final Approval Date: 03/19/2020		

RECEIVED
MAR 0 5 2020
BY: PSI

Received
MAR 0 9 2020
HNTB Corporation
Round Rock

Received
FEB 21 2020
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project:	*1706-168*
Roadway:	*Inner Loop Improvements*
CSJ Number:	

1. CONTRACTOR: **Chasco Constructors**
2. Change Order Work Limits: Sta. **167+00** to Sta. **169+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2I** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). Additional work required in front of Central Maintenance Building to bring non-compliant areas into compliance per ADA requirements.

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: 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 2-20-20

By

Typed/Printed Name BILL BAMBRICK

Typed/Printed Title SR. PM

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$7,291.00**

RECOMMENDED FOR EXECUTION:

P.E. 3/2/20
Project Manager Date

N/A
Design Engineer Date

3/5/2020
Program Manager Date

Design Engineer's Seal:

N/A

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: 6 ***Project # 1706-168***

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
432-6002	RIPRAP (CONC) (5IN)	CY	$385.00	426.5	$164,202.50	1.00	427.50	$164,587.50	$385.00
450-WC01	RAIL (HANDRAIL) (TYB) (MARK-UP)	LS	$1,406.00	0	$0.00	1.00	1.00	$1,406.00	$1,406.00
500-WC01	MOBILIZATION	LS	$4,500.00	0	$0.00	1.00	1.00	$4,500.00	$4,500.00
529-WC01	CONC CURB TY II	LF	$25.00	0	$0.00	40.00	40.00	$1,000.00	$1,000.00
TOTALS					$164,202.50			$171,493.50	$7,291.00

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

Inner Loop Improvements
Williamson County Project No. 1706-168

Change Order No. 6

Reason for Change

This Change Order provides payment to the Contractor for additional work required in front of the Central Maintenance office to bring the sidewalk into compliance with ADA requirements. Existing sidewalk was removed, the area was graded, and new sidewalk was placed back at the correct slope. Handrail and curb were also installed. Due to the handrail having to be installed, the mailbox cluster had to be relocated and a new concrete pad placed. All related items to relocating the mailbox are being paid under the existing concrete riprap item.

The following summarizes the new Contract items required for this Change Order. The Contractor agreed to the new unit rates. Due to the timing of this work, there was an inflation in cost related to the rail. New concrete curb was required along the edge of the sidewalk due to the new slope of the sidewalk going into the building. In addition to the actual mobilization for the new work, miscellaneous items are included in this cost for haul-off of excess spoils, lowering and repairing the electrical conduit under the sidewalk, and having to progress the work in halves per the County's request to keep half of the sidewalk open at all times.

ITEM	DESCRIPTION	QTY	UNIT
450-WC01	RAIL (HANDRAIL) (TYB) (MARK-UP)	1	LS
500-WC01	MOBILIZATION	1	LS
529-WC01	CONC CURB TY II	40	LF

This Change Order results in a net increase of $7,291.00 to the Contract amount, for an adjusted Contract total of $5,263,983.67. The original Contract amount was $5,352,696.00. As a result of this and all Change Orders to-date, -$88,712.33 has been deducted to the Contract, resulting in a 1.66% net decrease 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.

Dawn Haggard

From: Steven Shull
Sent: Tuesday, January 28, 2020 2:59 PM
To: Dawn Haggard
Cc: 61272_InnerLoop@CentralMaintenance
Subject: 1708-186 Inner Loop Improvements (CO #6)

Dawn,
James and I met with Bill on 1/24/2020 and discussed the items on CO #6. After the discussion we all agreed on the prices listed on the CO.

Thanks,

Steven Shull
Construction Representative
Williamson County Road Bond Program
Tel (512) 527-6716 **Cell** (512) 450-2791 **Email** sshull@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd | Round Rock, Texas 78664 | hntb.com

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Commissioners Court - Regular Session **29.**

Meeting Date: 03/24/2020

Awarding RFQ #2451-11 Corridor E5 Planning I35 to FM 972

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 #2451-11 Corridor E5 Planning from I35 to FM 972 (Road Bond Map Project #3.6) to the most qualified firm, American Structurepoint, Inc. and authorizing execution of the agreement. Funding Source is P360.

Background

Purchasing solicited sealed statements of qualifications for Planning and Design of Road Bond Projects. 68 firms participated in the solicitations of which 31 firms submitted for the projects specified in the RFQ. Evaluations were held for the planning projects. The firms that submitted for planning projects were short-listed and interviews were held. After the interview phase, it was determined that American Structurepoint was the most qualified firm to provide the services required by the County for Corridor E5 Planning from I35 to FM 972 Road Bond Project #3.6. Total contract amount will be $2,500,000.00. Department point of contact is Bob Daigh

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/17/2020 01:32 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2020 04:32 PM
Form Started By: Thomas Skiles		Started On: 03/11/2020 08:40 AM
Final Approval Date: 03/17/2020		

RECEIVED
FEB 28 2020
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: American Structurepoint, Inc. **("Engineer")**
ADDRESS: 9025 River Road, Suite 200, Indianapolis, Indiana 46240
PROJECT: Corridor E5 from IH 35 to FM 972 **("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 **two million five hundred thousand Dollars ($2,500,000.00)** (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:

Ricardo Zamarripa, PE
Vice President
3711 South Mopac Expressway
Building One, Suite 350
Austin, Texas 78746

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: Willis R. Conner
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

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
3/2/2020

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

AMERICAN STRUCTUREPOINT, INC.

By_____

Printed Name: Willis R. Conner

Title: President

Date: February 27, 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.

American Structurepoint, Inc.
Name of Firm

Signature of Certifying Official

Willis R. Conner
Printed Name of Certifying Official

President
Title of Certifying Official

February 27, 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 Willis R. Conner the President and COO of AmericanStructurepoint, on behalf of said firm.

MICHELE A COLLINS
Notary Public - Seal
Marion County – State of Indiana
Commission Number 703319
My Commission Expires Aug 2, 2025

Michele A. Collins
Notary Public in and for the
State of Indiana

My commission expires: 8/2/2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Corridor E5 from IH 35 to FM 972** also known as Ronald Reagan Extension (Corridor D to IH 35/CR 305) 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

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 SCHEDULE

American Structurepoint, Inc.		
Principal	$	260.00
QA/QC	$	260.00
Senior PM	$	250.00
PM	$	220.00
Senior Project Engineer	$	190.00
Project Engineer	$	150.00
Traffic Engineer	$	130.00
Design Engineer	$	128.00
Senior Tech	$	140.00
Tech	$	100.00
EIT	$	115.00
Direct Expenses		
In-house Photocopies B/W (8.5x11)		$0.10/page
In-house Photocopies Color (8.5x11)		$0.75/page
In-house Photocopies B/W (11x17)		$0.32/page
In-house Photocopies Color (11.17)		$1.50/page
In-house Plots (B/W on Bond)		$0.75/sf
In-house Plots (Color on Bond)		$1.75/sf
In-house Large Format Plotting		$2.50/sf

OK
MM 3/2/22

EXHIBIT D - RATE SCHEDULE

K Friese & Associates, Inc.		
Principal/Senior Technical Advisor	$	350.00
Sr. Project Manager	$	250.00
Quality Manager	$	240.00
Sr. Engineer	$	225.00
Project Engineer	$	185.00
Design Engineer	$	150.00
EIT	$	125.00
Senior CAD Operator	$	120.00
CADD Operator	$	100.00
Engineer Tech	$	125.00
Admin/Clerical	$	90.00
Senior GIS Operator	$	130.00
GIS Operator	$	125.00
GIS Technician	$	110.00
Direct Expenses		
In-house Photocopies B/W (8.5x11)		$0.16/page
In-house Photocopies Color (8.5x11)		$0.75/page
In-house Photocopies B/W (11x17)		$0.32/page
In-house Photocopies Color (11x17)		$1.50/page
In-house Plots (B/W on Bond)		$0.75/sf
In-house Plots (Color on Bond)		$1.75/sf
In-house Large Format Plotting		$2.50/sf
In-house Mounting of Large Exhibits		$10.00/sf

ok
m 3/2/2020

EXHIBIT D - RATE SCHEDULE

Dannenbaum Engineering Company - Austin, LLC		
Principal	$	284.00
Project Manager	$	229.00
Lead Structural Engineer	$	228.00
Lead Traffic Engineer	$	226.00
QA/QC Engineer	$	235.00
Supervising Engineer VI	$	250.00
Managing Engineer IV	$	215.00
Managing Engineer V	$	228.00
Managing Engineer VI	$	244.00
Professional Engineer I	$	116.00
Professional Engineer II	$	122.00
Professional Engineer III	$	141.00
Professional Engineer IV	$	183.00
Professional Engineer V	$	190.00
Professional Engineer VI	$	232.00
EIT I	$	91.00
EIT II	$	101.00
Engineering Associate IV	$	113.00
Engineering Technician I	$	63.00
Engineering Technician II	$	69.00
Engineering Technician III	$	75.00
Engineering Technician IV	$	82.00
Engineering Technician V	$	121.00
Engineering Technician VI	$	144.00
CADD Technician I	$	53.00
CADD Technician II	$	59.00
CADD Technician III	$	63.00
CADD Technician IV	$	68.00
CADD Technician V	$	74.00
Administrative Assistant I	$	52.00
Administrative Assistant II	$	53.00
Administrative Assistant III	$	56.00
Administrative Specialist IV	$	62.00
Administrative Specialist V	$	76.00
Direct Expenses		
Color Rolls		$3.30/sf
Mylars - 11x17		$1.10/each
B&W Copies - 11x17		$0.17/page
Color Copies - 11x17		$2.20/page
Copies - 8.5x11		$0.07/page
Preliminary Engineering Report		$33.00/each
Drainage Report		$33.00/each

ok
m 3/2/2020

EXHIBIT D - RATE SCHEDULE

Raba Kistner Consultants		
Principal	$	220.00
Sr. Geotechnical Engineer	$	195.00
Project Manager	$	185.00
Geotechnical Engineer	$	165.00
EIT	$	135.00
Geologist	$	120.00
Geotechnical Logger	$	110.00
CADD Technician	$	95.00
Sr. Geotech Eng Technician	$	80.00
Geotechnical Lab Technician	$	75.00
Geotechnical Eng Technician	$	70.00
Admin/Clerical	$	60.00
Direct Expenses		
8.5x11 b/w paper copies		$0.21/page
11x17 b/w paper copies		$0.31/page
8.5x11 color paper copies		$0.38/page
11x17 color paper copies		$0.45/page
Drill Rig Mobilization (min charge)		$495.00 each
Drill Rig Mobilization		$6.50/mile
Logger Truck		$0.85/mile
Drillling & Sampling (Cohesive/Granular Soils)		$19.50/ft
Hollow Stem Drilling (Granular Soils)		$28.00/ft
Drilling & Sampling (Soft Rock - Limestone)		$35.00/ft
Drilling & Sampling (Hard Rock - Limestone)		$42.00/ft
Texas Cone Penetrometer		$25.00/test
Standard Penetration Testing		$20.00/test
Bentonite Backfill		$3.50/ft
Driller Standby		$195.00/hr
Traffic Control		$3,000.00/day
Lab Testing (Moisture Content)		$15.00/test
Lab Testing (Atterberg Limit)		$105.00/test
Lab Testing (Percent Passing No. 200 Sieve)		$58.00/test
Lab Testing (Sieve Analysis)		$85.00/test
Lab Testing (Hydrometer)		$355.00/test
Lab Testing (Corrosivity: Chloride, pH, Resistivity)		$175.00/test
Lab Testing (Unconfined Compression - Soil)		$32.00/test
Lab Testing (Unconfined Compression - Rock)		$38.00/test
Lab Testing (Sulfate Testing)		$98.00/test
Lab Testing (Lime Series Curve)		$410.00/test
Lab Testing (Moisture/Density Test)		$295.00/test
Lab Testing (Resilient Modulus)		$1,800.00/test
Lab Testing (California Bearing Ratio Test)		$185.00/test

ok
MM 7/2/2021

EXHIBIT D - RATE SCHEDULE

SWCA, Incorporated		
Principal-in-Charge	$	285.00
Project Manager XII	$	205.00
Project Manager XI	$	187.00
Project Manager X	$	171.00
Project Manager IX	$	153.00
Project Manager VIII	$	142.00
Project Manager VII	$	131.00
Project Manager VI	$	119.00
Project Manager V	$	109.00
Project Manager IV	$	99.00
Project Manager III	$	89.00
Subject Matter Expert	$	210.00
Specialist XII	$	205.00
Specialist XI	$	187.00
Specialist X	$	171.00
Specialist IX	$	153.00
Specialist VIII	$	142.00
Specialist VII	$	131.00
Specialist VI	$	119.00
Specialist V	$	109.00
Specialist IV	$	99.00
Specialist III	$	89.00
Specialist II	$	79.00
Specialist I	$	67.00
Technician II	$	55.00
Technician I	$	47.00
Administrative VIII	$	125.00
Administrative VII	$	113.00
Administrative VI	$	101.00
Administrative V	$	89.00
Administrative IV	$	77.00
Administrative III	$	66.00
Administrative II	$	53.00
Administrative I	$	42.00

ok
m 3/2/2020

EXHIBIT D - RATE SCHEDULE

Surveying and Mapping, LLC		
Principal	$	200.00
Senior Project Manager	$	175.00
Project Manager	$	150.00
Senior Survey Tech	$	110.00
Survey Tech	$	98.00
Admin/Clerical Support	$	75.00
2-Person Survey Field Crew	$	155.00
3-Person Survey Field Crew	$	195.00
Addl Rodperson, Chainperson, Flagperson	$	30.00
1-Person Survey Field Crew with Receiver or Robotic Total Station	$	115.00
Project Coordinator - Mobile LiDAR	$	120.00
Mobile LiDAR Processing Technician	$	120.00
Project Coordinator - AM	$	120.00
Certified Photogrammetrist	$	125.00
Analystical Triangulation Specialist	$	110.00
Aerial Mapping Technician	$	98.00
Orthophoto Specialist	$	98.00
Mapping Editor (includes QA/QC, Finishing & Finalization)	$	98.00
Aerial Office Technician	$	65.00
Project Coordinator - AP	$	120.00
Aerial Processing Technician	$	100.00
Project Coordinator - FWAL	$	120.00
Airborne LiDAR Processing Technician	$	100.00
HAL Processing Technician	$	98.00
Project Coordinator - HAL	$	120.00
Helicoptor Flight Crew Rotary Wing Aircraft	$	205.00
Helicoptor LiDAR	$	120.00
Direct Expenses		
Control Monuments		$90.00/each
Ground Target (includes paint, panel material, etc.		$20.00/each
GPS Receiver		$25.00/hour
Terrestrial Laser Scanner		$100.00/hour
LiDAR Workstation		$15.00/hour
Helicopter Rate		$1,450.00/hour
Fixed Wing Aircraft Rate		$1,300.00/hour
Aerial LiDAR System		$700.00/day
Digital Imagery Processing		$32.00/each
LiDAR Mobile Mapping System		$6,500.00/day
Aerial Photography Flight Crew Fixed Wing Aircraft		$205.00/hour
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and LiDAR operator)		$120.00/hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)		$325.00/hour
AP Transit Miles		$12.00/mile
AP Project Flight Miles		$32.00/mile
AP ABGPS Processing		$3,000.00/project
FWAL Transit Miles		$12.00/mile
FWAL Project Flight Miles		$32.00/mile
B&W processing (film, development, scanning)		$10.00/each
CIR processing (film, development, scanning)		$10.00/each
Color processing (film, development, scanning)		$15.00/each
Digital Image Processing		$27.00/each

ok
my 2/2/2021

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.

EVALUATION - Planning & Design of Road Bond Projects - PLANNING PROJECTS
RFQ 2451
DATE: January 23, 2020

Mandatory Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structurepoint	Atkins North America	BGE	Binkley & Barfield	Bridgefarmer & Associates	CONSOR Engineers	CP&Y	Dannenbaum	Dunaway Associates	Garver	Halff Associates	HDR Engineering	Huitt-Zollars	Johnson, Mirmiran & Thompson	Jones Carter	K Friese + Associates	KC Engineering	Kimley-Horn & Associates	LJA Engineering	LNV	M&S	Pape-Dawson Engineers	PGAL	Rodriguez Trnasportation Group	RPS	RS&H	Seiler Lankes Group	Wantman Group	WSB
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	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
PM	50	20	20	40	40	35	30	Design only	30	30	Design only	20	30	40	30	35	20	30	40	Design Only	30	30	30	Design only	Design Only	30	20	35	30	25	Design only	35
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	35	40	40	40	35		35	40		20	30	40	30	35	20	20	30		30	30	30			30	35	30	35	30		30
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	35	35	35	35	25	35		35	35		20	35	35	30	35	30	5	30		30	30	25			30	30	25	30	30		30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	25	35	35	35	35	35		25	35		20	30	35	35	35	35	35	35		35	30	35			35	35	35	35	35		35
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	35	35	35	30	35		25	45		20	35	35	35	35	35	30	35		35	35				35	30	30	30	35		35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	30	30	40	40	20	35		35	5		35	35	5	20	20	35	35	35		30	35	30			20	35	35	30	35		20
Understanding of Corridor, I from US 183 to SH 29 (and to Burnet County line) project ONLY	50	25	25	25	25	25	25		25	25		25	25	25	25	25	25	25	25		25	25	25			25	25	25	25	25		25
TOTAL	350	210	215	250	250	210	230	0	210	215	0	160	220	215	205	220	200	180	230	0	215	215	175	0	0	205	210	215	215	215	0	210

[redacted]

Commissioners Court - Regular Session **30.**

Meeting Date: 03/24/2020

1811-278 - Forest North - Anderson Mill Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 2 in the amount of $9,477.24 for the Forest North Anderson Mill (QA Construction), a Road Bond project in Commissioner Pct. 1.
P: 225 Funding: Road Bond

Background

This Change Order adds the relocation to an existing City of Austin water service line. The existing line was discovered during construction and was in conflict with the installation of the new drainage system. The cost proposal from the Contractor was reviewed and approved by the City of Austin. The cost of this work will be paid by the City of Austin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1811-278 Forest North Anderson Mill CO No 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 10:00 AM
Form Started By: Dawn Haggard		Started On: 03/18/2020 10:16 AM
Final Approval Date: 03/19/2020		

RECEIVED
MAR 0 5 2020
BY: PSI

Received
MAR 0 6 2020
HNTB Corporation
Round Rock

Received
MAR 0 4 2020
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **QA Construction**

2. Change Order Work Limits: Sta. **0+83** to Sta. **2+37**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **6C** (3 Max. - In order of importance - Primary first)

Project:	1811-278
Roadway:	*Forest North-Anderson Mill*
CSJ Number:	

5. Describe the work being revised:

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds the relocation of a City of Austin water service line that is in conflict with the new drainage system.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **C-502A Water Service Relocation Detail**

8. New Special Provisions/Specifications to the contract are attached: 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 3/3/2020

By Dave Fernandez

Typed/Printed Name Dave Fernandez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$9,477.24**

RECOMMENDED FOR EXECUTION:

P.E. 3/4/20
Project Manager Date

N/A
Design Engineer Date

3/5/2020
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: 2 ***Project # 1811-278***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			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
510-WC01	WATER SERVICE RELOCATION	LS	$9,477.24	0.00	$0.00	1.00	1.00	$9,477.24	$9,477.24

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

Forest North-Anderson Mill
Williamson County Project No. 1811-278

Change Order No. 2

Reason for Change

This Change Order adds the relocation of an existing City of Austin water service line. The existing line was discovered during construction and was in conflict with the installation of the new drainage system. The cost proposal from the Contractor was reviewed and approved by the City of Austin. The cost of this work will be paid by the City of Austin.

The following summarizes the new Contract item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
510-WC01	RELOCATE EXISTING WATER SERVICE	1.00	LS

This Change Order results in a net increase of $9,477.24 to the Contract amount, for an adjusted Contract total of $305,990.64. The original Contract amount was $295,000.00. As a result of this and all Change Orders to-date, $10,990.64 has been added to the Contract, resulting in a 3.73% net increase in the Contract cost. No time will be added to the Contract for this Change Order. To date a total of fifteen (15) days have been added to the Contract.

HNTB Corporation

James Klotz, P.E.

QA Construction Services, Inc.
www.qacsi.com

QA Construction Services
5811 Blue Bluff Road
Austin, TX 78724
Phone: 210-607-0280

January 17, 2020

Project: Forest North Drainage Improvements
Owner: Williamson County

Subject: **Time and Materials Rate Sheet**

We are pleased to offer time and material rates for field construction services at Forest North in Austin, TX. Please note that for insurance purposes, we must have at least one superintendent on site during the work. These individuals would be productive dependent upon the size of their crews.

Total Cost with Markup

Description	Qty	Total Cost Per Unit	Days of Work	Total Cost	Marck Up (%)	Marck Up ($)	Total Price
Labor	1	$ 916.85	2	$ 1,833.70	55%	$ 1,008.54	$ 2,842.24
Material	1	$ 1,226.00	N/A	$ 1,226.00	15%	$ 183.90	$ ~~3,409.90~~ 909.10
Equipment	1	$ 1,706.00	N/A	$ 1,706.00	15%	$ 255.90	$ 1,961.90
Remobilization	1	$ 3,000.00	N/A	$ 3,000.00	15%	$ 450.00	$ 3,450.00
Tools Rent	1	$ 120.00	3	$ 360.00	15%	$ 54.00	$ 414.00
						Total Price	$ 10,078.04

$9,477.24

Remobilization Includes:

1. Insurance required
2. Bonds as required
3. Schedule of cost breakdown
4. Staging Area
5. Safety
6. Staff Accomodation
7. Equipment Transportation
8. Haul- off & Disposal excavated Material

Price Justification:

A. Labor: Crew Cost Per Day

Job Class	Hourly Rate	Total Regular Hrs	Overtime Rate	Total Overtime Hrs	Total Cost Per Day
Operator/ Superintendent	$ 28.85	8	$ 43.28	2	$ 317.35
Pipe Layer	$ 19.00	8	$ 28.50	2	$ 209.00
Pipe Layer Assistant	$ 18.50	8	$ 27.75	2	$ 203.50
General Labor	$ 17.00	8	$ 25.50	2	$ 187.00
					$ 916.85 *Cost Crew per Day*

Contractor's Equipment

Type	Make & Model	Year	Rent/ Own	Rent/Day	Days of Work	Total Price
Mini Excavator	10,000 - 14,000 LB	2016-2018	Rent	$ 379.00	2	$ 758.00
Skid Steer Track Loader	1700 - 1999 LB	2016-2018	Rent	$ 327.00	2	$ 654.00
Skid Steer Breaker	for 1700 - 1999 LB	2016-2018	Rent	$ 147.00	2	$ 294.00
			Total Price			$ 1,706.00

** See attached Quote from United Rentals

Contractor's Labor

Name	Job Class	Hourly Rate
Paul Daike	Operator/ Superintendent	$ 28.85
Rodolfo Acosta	Pipe Layer	$ 19.00
Hugo Soto	Pipe Layer Assistant	$ 18.50
Alfredo Sanchez	General Labor	$ 17.00

** The billing rate per hour not includes labor payroll cost, payroll taxes and insurance, administrative over-head and profit

PICK TICKET

BenMark Supply Company Inc.
15405 HWY 29
Liberty Hill, TX 78642
512-778-4125

Pick Ticket Number	
2230573	
Pick Date	Page
1/28/2020 16:11:31	1 of 1
Order Number	
1261452	

Bill To:

Quality Assurance Construction Services, Inc.
3267 Bee Caves Rd. Suite 107-514
Austin, TX 78746
512-637-6120

Ship To:

Quality Assurance Construction Services, Inc.
5811 Blue Buff Rd
Austin, TX 78724

Ordered By: Mr. Paul Dyke

Customer ID: 104183 **********Front Counter******

Order Date	*PO Number*	*Job Name*	*Taker*
1/28/2020	Forrest North		THOMPSONT

Ordered	*Allocated*	*UOM*	*Disp.*	*Item ID*	*Item Description*	*Unit Price*	*Extended Price*
1	1	EA		5092-015	11/2 IPS BALL VALVE FP 600 NL	38.0000	38.00
1	1	EA		5092-010	1 IPS BALL VALVE FP 600 NL	22.0000	22.00
3	3	EA		B439-131	1 X3/4 125 HEX BUSHING BRZ NL	5.8245	17.47
1	1	EA		B439-211	1 1/2X1 125 HEX BUSHING BRZ NL	12.6830	12.68
1	1	EA		C84-66-G-NL	1-1/2" MIP x 1-1/2 Grip Joint	69.5120	69.51
3	3	EA		C84-33-G-NL	3/4" MIP x 3/4" Grip Joint	21.4240	64.27
1	1	EA		C84-44-G-NL	1" MIP x 1" Grip Joint	25.3800	25.38
2	2	ROLL		TEF-007	3/4in Teflon Tape x 520ft	1.9900	3.98
1	1	EA		CT-007C	3/4in Type K Copper Coil 60ft	250.0000	250.00

Shipment Accepted By: Paul Dyke

Total Pieces:	14	*Total Lines:*	9	*Total Weight:*	2.755	*SUB-TOTAL:*	503.29
						TAX:	0.00
						GRAND TOTAL:	**503.29**

* Complete Order *

PICK TICKET

BenMark Supply Company Inc.
15405 HWY 29
Liberty Hill, TX 78642
512-778-4125

Pick Ticket Number	
2230650	
Pick Date	Page
1/29/2020 12:11:31	1 of 1
Order Number	
1261524	

Bill To:

Quality Assurance Construction Services, Inc.
3267 Bee Caves Rd. Suite 107-514
Austin, TX 78746
512-637-6120

Ship To:

Quality Assurance Construction Services, Inc.
5811 Blue Buff Rd
Austin, TX 78724

Ordered By: Mr. Paul Dyke

Customer ID: 104183 **********Front Counter******

Order Date	*PO Number*	*Job Name*	*Taker*
1/29/2020	Forrest North 8954-1/29/2020 12:09:0		THOMPSONT

Ordered	*Allocated*	*UOM*	*Disp.*	*Item ID*	*Item Description*	*Unit Price*	*Extended Price*
2	2	EA		C84-44-G-NL	1" MIP x 1" Grip Joint	25.3800	50.76
1	1	EA		CT-010C	1in Type K Copper Coil 60ft Soft	536.0000	536.00

Shipment Accepted By: Paul Dyke

Total Pieces:	3	*Total Lines:*	2	*Total Weight:*	5.51	*SUB-TOTAL:*	586.76
						TAX:	0.00
						GRAND TOTAL:	586.76

* Complete Order *

CREDIT MEMO

BenMark Supply Company Inc.
Branch: 08 Liberty Hill
PO Box 198
Midland, TX 79702

432-682-6584

CREDIT MEMO	
3228139	
Invoice Date	Page
1/29/2020 12:12:29	1 of 1
ORDER NUMBER	
1261525	

Bill To:

Quality Assurance Construction Services, Inc.
3267 Bee Caves Rd. Suite 107-514
Austin, TX 78746

Ship To:

Quality Assurance Construction Services, Inc.
5811 Blue Buff Rd
Austin, TX 78724

Customer ID: 104183

PO Number	*Term Description*	*Net Due Date*	*Disc Due Date*	*Discount Amount*
Forest North Return				0.00

Order Date	*Pick Ticket No*	*Job Name*	*Taker*
1/29/2020 12:12:26	2230651		THOMPSONT

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Shipped*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
Carrier:					*Tracking #:*			
-1	-1	0	EA	1.0	CT-007C 3/4in Type K Copper Coil 60ft	EA 1.0000	250.0000	-250.00
					Original: 3228108 1/28/2020 16:45:18			

Shipment Accepted By: .

Total Lines: 1

SUB-TOTAL:	-250.00
TAX:	0.00
AMOUNT DUE:	-250.00

ORIGINAL

Dawn Haggard

From: Glosson, Rick <Rick.Glosson@austintexas.gov>
Sent: Friday, February 14, 2020 8:15 AM
To: Clayton Weber; Moore, Eva; Odufuye, Adewale
Cc: 62811_1811-278_ForestNorthAnderson
Subject: RE: Forest North Tottenham FW: Pay App

Importance: High

Clayton,

I am ok with this cost.

Wale/ Eva?

Thanks.

From: Clayton Weber <cweber@HNTB.com>
Sent: Friday, February 14, 2020 7:54 AM
To: Glosson, Rick <Rick.Glosson@austintexas.gov>; Moore, Eva <Eva.Moore@austintexas.gov>
Cc: 62811_1811-278_ForestNorthAnderson <62811_1811-278_ForestNorthAnderson@HNTB.com>
Subject: Forest North Tottenham FW: Pay App

*** External Email - Exercise Caution ***

Revised cost breakdown for waterline work. Let me know if you are ok with this and I will process change order for this cost.

Clayton K. Weber, Construction Manager
HNTB
Tel (512) 539-9342
Email cweber@hntb.com

From: Dave Fernandez <dave@terra-path.com>
Sent: Friday, February 14, 2020 5:03 AM
To: Clayton Weber <cweber@HNTB.com>
Subject: Re: Pay App

Clayton,
Good Morning,
Here is the WSB (work structure breakdown), you requested.
Thanks,

Dave Fernandez
Project manager
Terra-Path Inc.
dave@terra-path.com
210-607-0280 C

On Thu, Feb 13, 2020 at 3:48 PM Clayton Weber <cweber@hntb.com> wrote:

> Sounds good.
>
> **Clayton K. Weber, Construction Manager**
>
> **HNTB**
>
> **Tel** (512) 539-9342
>
> **Email** cweber@hntb.com
>
> **From:** Dave Fernandez <dave@terra-path.com>
> **Sent:** Thursday, February 13, 2020 3:33 PM
> **To:** Clayton Weber <cweber@HNTB.com>
> **Subject:** Re: Pay App
>
> Clayton,
>
> I'll have it to you in the am.
>
> Thanks,
>
> Dave Fernandez
>
> Project manager
>
> Terra-Path Inc.
>
> dave@terra-path.com
>
> 210-607-0280 C
>
> On Thu, Feb 13, 2020 at 2:17 PM Clayton Weber <cweber@hntb.com> wrote:
>
> > I told Paul I could pay a couple hundred dollars to help with cost of placement of sod. Since your unit cost equals $488.25 for seed I can pay this amount. Send me the revised cost breakdown for the city waterline work.

Clayton K. Weber, Construction Manager

HNTB

Tel (512) 539-9342

Email cweber@hntb.com

From: Dave Fernandez <dave@terra-path.com>
Sent: Thursday, February 13, 2020 1:44 PM
To: Clayton Weber <cweber@HNTB.com>
Subject: Pay App

Clayton,

See revised pay app. We cannot input the Change order for the City. We came to $8,835.71 for that part. If you could review and send back with any corrections so that I can submit.

Thanks,

Dave Fernandez

Project manager

Terra-Path Inc.

dave@terra-path.com

210-607-0280 C

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

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Commissioners Court - Regular Session **31.**

Meeting Date: 03/24/2020

1802-216 renewal 2 for Cast in Place Concrete

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Cast in Place Concrete Contract 1802-216, renewal option period 2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the term of 4/7/20 - 4/6/21.

Background

This is the last renewal option period on this contract and will requiring rebidding upon expiration. The Road and Bridge Department point of contact is James Williams. The FY20 budget funding source is under Roadway Rehab, 01.0200.02100.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1802-216 renewal 2 for Cast in Place Concrete with RHB Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/17/2020 12:30 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2020 04:34 PM
Form Started By: Dianne West		Started On: 03/12/2020 02:54 PM
Final Approval Date: 03/17/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Walley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Cast in Place Concrete			
P.O./Contract Number:	1802-216	**Effective Date:**	04/07/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	04/06/2021
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED TEXAS ETHICS COMMISSION FORM 1295; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	April 7, 2020 – April 6, 2021
Renewal Option Period 1	April 7, 2019 – April 6, 2020
Initial Contract Period	April 7, 2018 – April 6, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature _____

Date 03-04-20

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **32.**

Meeting Date: 03/24/2020

Awarding RFQ #2572 Williamson County Flood Plain Maps Update

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 #2572 Williamson County Flood Plain Maps Update to the overall most qualified respondent Halff Associates, Inc. and authorizing execution of the agreement. Funding source is P382.

Background

Purchasing solicited sealed statements of qualifications for Flood Plain Maps Update. 35 firms participated in the solicitation of which 10 firms submitted a response. All firms that submitted were deemed responsive and were evaluated by an evaluation committee. After a thorough evaluation, 3 firms were selected for interviews. After interviews were held, it was determined that Halff Associates was the most qualified firm to provide the required services. The contract amount will be $300,000.00. Department point of contact is Bob Daigh. Funding source is P382.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 02:45 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:42 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 07:18 AM
Final Approval Date: 03/19/2020		

WILLIAMSON COUNTY
1848

February 6, 2020

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 2572 Flood Plain Maps Update

Based on the attached supporting documentation, the Flood Plain Maps Update Selection Committee recommends the selection of AECOM Technical Services, Inc., Doucet & Associates and Halff Associates Inc.

Ten firms were evaluated on January 13, 2020 and three firms were interviewed on January 22, 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 Russ Boles, Pct. 4

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

INTERVIEW - 2572 Flood Plain Maps Update

DATE: January 22, 2020

Mandatory Criteria	Maximum Score Points	AECOM Austin	Doucet & Associates Inc.	Halff Associates
Project Manager's experience/qualifications with similar projects	20	18	18	18
Individuals on Project Team's experience/qualifications developing FEMA flood plain maps and supporting reports	20	18	18	17
Individuals on Project Team's experience in drafting grant requests for the development of similar flood prevention technical activities	20	17	16	18
Individuals on Project Team's Experience in drafting grant requests for the development of similar flood prevention technical activites	20	17	16	18
Availability of Project Manager, task leads and relevant staff and previous performance on Williamson County projects	20	19	19	19
Understanding of the project	20	19	19	19
TOTAL	120	108	106	109

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WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Halff Associates, Inc. ("Engineer")**
ADDRESS: **9500 Amberglen Blvd., Building F, Suite 125, Austin, TX 78729**
PROJECT: Flood Plain Maps Update **("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 hundred thousand Dollars ($300,000.00)** (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:

Cindy Engelhardt, PE, CFM
Halff Associates, Inc.
9500 Amberglen Blvd., Building F, Suite 125
Austin, TX 78729

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: **Cindy Engelhardt, PE, CFM**
Halff Associates, Inc.
9500 Amberglen Blvd., Building F, Suite 125
Austin, TX 78729

ok 3/19/2020

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

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Halff Associates, Inc.

By Cindy Engelhardt

Printed Name: Cindy Engelhardt, PE, CFM

Title: Water Resources Team Leader

Date: March 6, 20 20

OK
3/10/2020

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.

Halff Associates, Inc.
Name of Firm

Cindy Engelhardt
Signature of Certifying Official

Cindy Engelhardt, PE, CFM
Printed Name of Certifying Official

Water Resource Team Leader
Title of Certifying Official

March 6, 20 20
Date

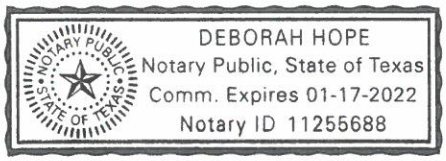
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Cindy Engelhardt the Water Resource Team Leader of Halff Associates, Inc. ,on behalf of said firm.

Deborah Hope

Notary Public in and for the
State of Texas



My commission expires: 1/17/2022

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to update Flood Plain Maps.

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 – DRAINAGE STUDIES & DOCUMENTS

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

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

See rate schedules in following pages for Halff Associates, Inc. and EDGE Engineering, PLLC.

OK MH 3/13/2020

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 - Rates

Williamson County Flood Plain Maps Update

Halff Associates, Inc.

DIRECT LABOR	RATE
Technical Advisor	$350
Project Manager	$220
Quality Manager	$230
Senior Engineer	$265
Project Engineer	$195
Junior Engineer	$130
Engineer-In-Training	$118
Senior Engineer Tech	$130
Engineer Tech	$100
Senior CADD Operator	$115
CADD Operator	$90
RPLS - Task Leader	$220
Senior Survey Tech (Must be Surveyor-in-Training (SIT))	$130
Survey Tech	$110
1 - Person Survey Crew	$130
2 - Person Survey Crew	$175
3 - Person Survey Crew	$205
4 - Person Survey Crew	$240
Senior Programmer/Developer	$190
Programmer/Developer	$140
Junior Programmer/Developer	$120
Senior GIS Operator	$150
GIS Operator	$120
GIS Technician	$95
Admin/Clerical	$80
DIRECT EXPENSES	**RATE**
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$1.75
Plots (B/W on Bond) / square foot	$0.60
Plots (Color on Bond) / square foot	$1.60
Plots (Color on Photographic Paper) / square foot	$4.00
Color Graphics on Foam Board / square foot	$18.00

OK
M 3/10/2020

Exhibit D - Rate Schedule

Williamson County Flood Plain Maps Update

EDGE Engineering, PLLC

DIRECT LABOR	**RATE**
Project Manager	$225
Quality Manager	$200
Senior Engineer	$185
Project Engineer	$165
Design Engineer	$135
Engineer-In-Training	$100
Senior CADD Operator	$115
CADD Operator	$90
Senior GIS Operator	$140
GIS Operator	$100
GIS Technician	$85
Admin/Clerical	$65
DIRECT EXPENSES	**RATE**
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$1.75
Plots (B/W on Bond) / square foot	$0.60
Plots (Color on Bond) / square foot	$1.60
Plots (Color on Photographic Paper) / square foot	$4.00
Color Graphics on Foam Board / square foot	$18.00

OK
m 3/14/2022

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.

Commissioners Court - Regular Session **33.**

Meeting Date: 03/24/2020

Awarding RFQ #2965 Small Maintenance Projects

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 #2965 Small Maintenance Projects to the overall most qualified firms M&S Engineering and K.C. Engineering, Inc. and authorizing execution of the agreements.

Background

Purchasing solicited sealed statements of qualifications for engineering firms interested in providing engineering services to assist Williamson County staff in design and planning of very small maintenance projects such as culvert replacements, roadway resurfacing and roadway rehabilitation on an “on call” basis. 9 firms participated in the solicitation of which 4 firms submitted. All the responses were deemed responsive and were evaluated by an evaluation committee. After a thorough evaluation it was determined that M&S Engineering and KC Engineering were the most qualified to provide the required services. Each contract will be for $1,000,000.00. Department point of contact is Bob Daigh. Funding Source 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

KC Contract

M&S Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	03/18/2020 02:45 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:44 AM
Form Started By: Thomas Skiles		Started On: 03/18/2020 07:25 AM
Final Approval Date: 03/19/2020		

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 2965 Small Maintenance

Based on the attached supporting documentation, the Small Maintenance Projects Selection Committee recommends the selection of K.C. Engineering, Inc. and M&S Engineering, LLC.

Four 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 - Small Maintenance Projects
RFQ 2965
DATE: January 23, 2020

Evaluation Criteria	Maximum Score Points	Conveyance Civil Engineering	Gessner Engineering	KC Engineering	M&S 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	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	30	30	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and design	50	30	30	35	40
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and design	50	40	30	35	40
Individuals on Project Team's Experience/Qualifications providing structures planning and design	50	40	5	40	25
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	10	30	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	30	20	40	40
Understanding of the project	50	40	40	40	40
TOTAL	350	250	165	260	265

RECEIVED
MAR 0 4 2020
BY: PSL

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **K.C. Engineering, Inc. ("Engineer")**
ADDRESS: **705 N. Hwy 281, Suite 103, Marble Falls, TX 78654**
PROJECT: **Small Maintenance Projects ("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 **One Million Dollars and Zero Cents Dollars ($1,000,000.00)** (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. 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.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
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:

Greg Haley, P.E.
K.C. Engineering, Inc.
705 N. Hwy 281, Suite 103
Marble Falls, TX 78654

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: **K.C. Engineering, Inc.**
705 N. Hwy 281, Suite 103
Marble Falls, TX 78654
Attn: Greg Haley, P.E.

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____

OK
MA 3/4/2020

ENGINEER

K.C. ENGNINEERING, INC.

By: Greg Haley, P.E

Printed Name: By: Greg Haley, P.E.

Title: President

Date: MARCH 2, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Greg Haley _____ the President of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: 01/31/2024

KASEY R HALLMARK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/31/24
NOTARY ID 12639549-0

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.

K.C. Engineering, Inc.
Name of Firm

Greg Haley, P.E.
Signature of Certifying Official

Greg Haley, P.E.
Printed Name of Certifying Official

President
Title of Certifying Official

MARCH 2, 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 Greg Hanley the President of KC Engineering, on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 01/31/2024

KASEY R HALLMARK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/31/24
NOTARY ID 12639549-0

EXHIBIT B

ENGINEERING SERVICES

Engineering Services to be defined by each Work Authorization.

General Work Description: Provide engineering services and planning to develop On-Call Small Maintenance Projects Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in 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:
K.C. Engineering, Inc.	Williamson County, Texas
By:_____ Signature	By:_____ Signature
By: Greg Haley, P.E._____ 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.

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 SCHEDULE
SMALL MAINTENANCE PROJECTS

K.C. ENGINEERING, INC.

Principal Engineer	$ 250.00	per hour
Senior Project Manager	$ 215.00	per hour
Project Manager	$ 200.00	per hour
Senior Project Engineer	$ 195.00	per hour
Project Engineer	$ 165.00	per hour
Engineer-in-Training	$ 125.00	per hour
Engineering Assistant	$ 110.00	per hour
CAD Technician	$ 95.00	per hour
Clerical	$ 80.00	per hour

Other Expenses:

Photocopies (per page):	
8-1/2" x 11" (B&W)	$ 0.15 each
8-1/2" x 11" (Color)	$ 0.75 each
11" x 17" (B&W)	$ 0.30 each
11" x 17" (Color)	$ 1.50 each
24" x 36"	$ 4.50 each
Other Sizes	$ 1.50 per square foot

DK 11/3/4/2022

Exhibit D - Rate Schedule
Small Maintenance Projects

P.E. Structural Consultants, Inc.	
CATEGORY	**RATE**
Principal Engineer	$265.00
Sr. Project Manager/VP	$220.00
Senior Structural Engineer	$210.00
Senior Struct'l QAQC Manager	$200.00
Structural Engineer/Project Manager	$182.00
Structural Project Engineer	$150.00
Structural Design Engineer	$125.00
EIT II	$112.00
EIT I	$105.00
Graduate Engineer	$75.00
Undergraduate Engineer	$60.00
CADD/Production Manager	$160.00
Senior CADD Technician	$115.00
CADD Technician	$90.00
Admin/Clerical	$75.00
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.25
Photocopies Color (11" X 17") (per page)	$2.00

ok
1/3/4 rates

Exhibit D - Rate Schedule

AmaTerra ENVIRONMENTAL, INC.

AmaTerra Environmental, Inc.

Labor/Staff Classification	Hourly Rate
Principal	$232.00
Program Director	$164.00
Project Manager	$142.00
Env. Specialist/Planner IV	$136.00
Env. Specialist/Planner III	$114.00
Env. Specialist/Planner II	$79.00
Env. Specialist/Planner I	$76.00
Sr. Historical Architect	$137.00
Historical Architect/Historian IV	$147.00
Architectural Historian/Historian III	$118.00
Architectural Historian/Historian II	$89.00
Architectural Historian/Historian I	$73.00
Archeologist VI/ Sr. Principal Investigator	$136.00
Archeologist V/ Principal Investigator	$101.00
Archeologist IV/Project Archeologist//Lab Director	$91.00
Archeologist III/Field Director	$86.00
Archeologist II/Crew Chief	$77.00
Archeologist I/Technician	$67.00
GIS Specialist	$109.00
GIS Technician/Illustrator/Drafter	$70.00
Admin./Document Production Spvr	$88.00
Editor	$74.00
Clerical	$61.00

Reimbursable Expenses	
Photocopies B/W	$0.10
Photocopies Color	$1.00
GPS Rental	$25 / day

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Exhibit D - Rate Schedule

PERSONNEL

Principal	$150.00/hour
Registered Land Surveyor	$135.00/hour
Project Manager	$105.00/hour
GIS Specialist	$90.00/hour
Survey Technician	$75.00/hour
Survey Technician II	$85.00/hour
Senior Survey Technician	$95.00/hour
2 Person Survey Crew	$135.00/hour
3 Person Survey Crew	$155.00/hour
Project Support/Data Processor	$50.00/hour

NON-LABOR EXPENSES

18" x 24" Copies (Paper)	$5.00 per sheet
24" x 36" Copies (Paper)	$8.00 per sheet
18" x 24" Copies (Mylar)	$15.00 per sheet
24" x 36" Copies (Mylar)	$20.00 per sheet

DK
3/4/2021

Rate adjustments for the engineer and sub-consultants shall be in accordance with Exhibit D in the contract documents.

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.

RECEIVED
MAR 12 2020
BY: PST

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: M&S Engineering, LLC ("Engineer")
ADDRESS: P.O. 970, Spring Branch, TX 78070
PROJECT: Small Maintenance Projects ("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 **One Million Dollars ($1,000,000.00)** (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. 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.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
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:

Craig Wilson, P.E.
376 Landa Street
New Braunfels, TX 78130

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: **M&S Engineering, LLC**
Attn: Craig Wilson, P.E.
376 Landa Street
New Braunfels, TX 78130

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

M&S Engineering, LLC

By Jerod Mott

Printed Name: Jerod Mott, P.E.

Title: Municipal Division Manager

Date: March 3rd, 2020

SUBSCRIBED and sworn to before me the undersigned authority by Jerod Mott _____ the Municipal Division Manager of **ENGINEER**, on behalf of said firm.

KRISTINA ELAINE DENHAM
My Notary ID # 129272794
Expires January 21, 2021

Kristina Elaine Denham
Notary Public in and for the
State of Texas

My commission expires: January 21, 2021

OK
MM 3/13/2020

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

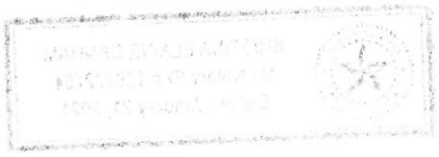


EXHIBIT A
DEBARMENT CERTIFICATION

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.

M&S Engineering, LLC
Name of Firm

Jerod Mott
Signature of Certifying Official

Jerod Mott
Printed Name of Certifying Official

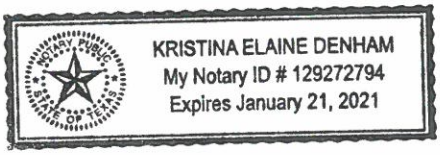
Municipal Division Manager
Title of Certifying Official

March 3rd, 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 JEROD MOTT _____ the MUNICIPAL DIVISION MANAGER of ENGINEER _____, on behalf of said firm.



Kristina Elaine Denham
Notary Public in and for the
State of Texas

My commission expires: January 21, 2021

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop On-Call Small Maintenance Projects Engineering Services Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in 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

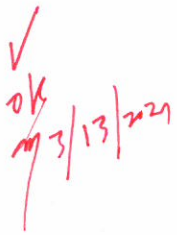


EXHIBIT C

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:

[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.

EXHIBIT D – RATE SCHEDULE

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

Labor Classification	Base Rate
Technician I	$ 60.00
Technician II	$ 65.00
Technician III	$ 70.00
Technician IV	$ 75.00
Project Technician I	$ 80.00
Project Technician II	$ 85.00
Project Technician III	$ 90.00
Project Technician IV	$ 95.00
Project Technician V	$ 100.00
Senior Technician I	$ 105.00
Senior Technician II	$ 110.00
Senior Technician III	$ 115.00
Senior Technician IV	$ 120.00
Project Manager I	$ 150.00
Project Manager II	$ 160.00
Project Manager III	$ 170.00
Project Manager IV	$ 180.00
Project Engineer I	$ 135.00
Project Engineer II	$ 145.00
Project Engineer III	$ 150.00
Project Engineer IV	$ 155.00
Project Engineer V	$ 160.00
Administrative I	$ 65.00
Administrative II	$ 75.00
Administrative III	$ 80.00

Labor Classification	Base Rate
Technical Specialist I	$ 125.00
Technical Specialist II	$ 135.00
Technical Specialist III	$ 145.00
Technical Specialist IV	$ 155.00
Graduate Engineer/SIT I	$ 100.00
Graduate Engineer/SIT II	$ 110.00
Graduate Engineer/SIT III	$ 120.00
Graduate Engineer/SIT IV	$ 130.00
CAD Operator I	$ 70.00
CAD Operator II	$ 75.00
Senior CAD Operator I	$ 80.00
Senior CAD Operator II	$ 85.00
Senior Engineer I/RPLS I	$ 165.00
Senior Engineer II/RPLS II	$ 170.00
Senior Engineer III/RPLS III	$ 175.00
Senior Engineer IV/RPLS IV	$ 180.00
Principal Engineer I	$ 190.00
Principal Engineer II	$ 200.00
Principal Engineer III	$ 210.00
1 Man Survey Crew	$ 110.00
2 Man Survey Crew	$ 155.00
3 Man Survey Crew	$ 175.00

Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required.

OK
M 3/13/2020

Updated 12/05/2019
Revised per Williamson County comments 03/02/2020

EXHIBIT D – RATE SCHEDULE

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	$25.00
Medium job books (2" to 2 1/2" binder)	$45.00
Large job books (3" and above binder)	$65.00
Plots - "C" size (18x 24) Black & White	$1.50
Plots - "C" size (18x 24) Color	$2.50
Plots - "D" size (22X34) Black & White	$2.50
Plots - "D" size (22X34) Color	$3.50

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	**Rate**
4 Wheeler	$100/day
Utility Vehicle (Mule)	$150/day

Updated 12/05/2019
Revised per Williamson County comments 03/02/2020

EXHIBIT D – RATE SCHEDULE
WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS
M&S ENGINEERING

Raba Kistner Consultants, Inc.

Principal	$ 220.00
Senior Geotechnical Engineer	$ 195.00
Project Manager	$ 185.00
Geotechnical Engineer	$ 165.00
Engineer in Training	$ 135.00
Geologist	$ 120.00
Geotechnical Logger	$ 110.00
CADD Technician	$ 95.00
Senior Geotechnical Engineering Technician	$ 80.00
Geotechnical Laboratory Technician	$ 75.00
Geotechnical Engineering Technician	$ 70.00
Admin/Clerical	$ 60.00

OK
M 3/13/2024

Direct Expenses

8 ½" x 11" b/w Paper Copies	$ 0.21 per page
11" x 17" b/w Paper Copies	$ 0.31 per page
8 ½" x 11" color Paper Copies	$ 0.38 per page
11" x 17" color Paper Copies	$ 0.45 per page

Drill Rig Mobilization (min charge)	$ 495.00 each
Drill Rig Mobilization	$ 6.50 per mile
Logger Truck	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)	$ 42.00 per ft
Texas Cone Penetrometer	$ 25.00 per test
Standard Penetration Testing	$ 20.00 per test
Bentonite Backfill	$ 3.50 per ft
Driller Standby	$ 195.00 per hour
Traffic Control	$ 3,000.00 per day
Lab Testing (Moisture Content)	$ 15.00 per test
Lab Testing (Atterberg Limit)	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve)	$ 58.00 per test
Lab Testing (Sieve Analysis)	$ 85.00 per test
Lab Testing (Hydrometer)	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)	$ 38.00 per test
Lab Testing (Sulfate Testing)	$ 98.00 per test
Lab Testing (Lime Series Curve)	$ 410.00 per test

EXHIBIT D – RATE SCHEDULE
WILLIAMSON COUNTY - SMALL MAINTENANCE PROJECTS
M&S ENGINEERING

Lab Testing (Moisture/Density Test).....	$ 295.00 per test
Lab Testing (Resilient Modulus)	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test).....	$ 185.00 per test

EXHIBIT D – RATE SCHEDULE

Consultant Firm Name: Cox McLain Envl. Cons.
Prime or Sub: Sub

Discipline	Proposal - Initial Year Base Rate ($/HR)
Principal-in-Charge	$ 165.00
Project Manager	$ 150.00
Senior GIS Operator	$ 95.00
GIS Operator	$ 85.00
GIS Technician	$ 75.00
Senior Geologist	$ 110.00
Geologist	$ 90.00
Senior Environmental Planner	$ 130.00
Environmental Planner IV	$ 110.00
Environmental Planner III	$ 95.00
Environmental Planner I/II	$ 85.00
Senior Environmental Scientist	$ 110.00
Environmental Scientist IV	$ 95.00
Environmental Scientist III	$ 85.00
Environmental Scientist I/II	$ 75.00
Senior Biologist	$ 110.00
Biologist IV	$ 95.00
Biologist III	$ 85.00
Biologist I/II	$ 75.00
Senior Archeologist-Principal Investigator	$ 110.00
Archeologist IV	$ 95.00
Archeologist III	$ 85.00
Archeologist I/II	$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	$ 45.00
Senior Architectural Historian	$ 115.00
Architectural Historian	$ 90.00
Environmental Inspector	$ 85.00
Admin/Clerical	$ 65.00

OK 3/13/20

EXHIBIT D – RATE SCHEDULE

Altura Solutions
ACCESSIBILITY CONSULTANTS

Hourly Rates

Title	Hourly Rate
Project Manager	$162.25
Project Professional	$83.64
Administration Specialist	$55.42

Rate Schedule
Williamson County

Kimley-Horn & Associates, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Engineer I / Senior Professional I	$210.00
Senior Engineer II / Senior Professional II	$255.00
Professional	$165.00
Analyst	$145.00
Senior Designer	$150.00
CAD Technician	$115.00
Senior Support Staff	$110.00
Support Staff	$95.00
DIRECT EXPENSES	
Postage & shipping (metered/bulk) / month	at cost
Materials and Shipping / per package	at cost
Overnight Mail - oversized box / each	at cost
Courier Services / each	$40.00
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
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	$5.50
Presentation Boards up to 48" X 60" Color Mounted / each	$75.00
Outside Printing - Reports (Includes labor and supplies) / each report	$50.00
Report Binding and Tabbing (Includes labor and supplies) / each	$10.00
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

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.

Commissioners Court - Regular Session **34.**

Meeting Date: 03/24/2020

Preliminary plat for the Santa Rita Boulevard 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 Santa Rita Boulevard subdivision – Precinct 3.

Background

This proposed subdivision consists no lots and 2,597 feet of new public roads.

Timeline

2019-10-10 – initial submittal of the preliminary plat
2019-11-07 – 1st review complete with comments
2020-02-20 – 2nd submittal of the preliminary plat
2020-03-06 – 2nd review complete with comments
2020-03-11 – 3rd submittal of the preliminary plat
2020-03-11 – 3rd review complete with all comments cleared
2020-03-19 – preliminary plat placed on the March 24, 2020 Commissioners Court agenda for consideration

Fiscal Impact

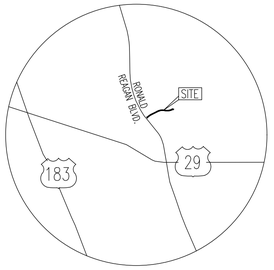
From/To	Acct No.	Description	Amount

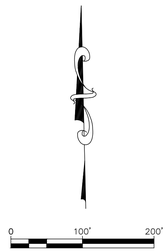
Attachments

preliminary plat - Santa Rita Boulevard

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 11:32 AM
Form Started By: Adam Boatright		Started On: 03/19/2020 11:19 AM
Final Approval Date: 03/19/2020		





SCALE: 1" = 100'

DATE: MARCH 10, 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
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: 5.283 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

LINEAR FOOTAGE OF STREETS

STREET NAMES	LINEAR FOOTAGE	DESIGN SPEED
SANTA RITA BOULEVARD	2538'	35 M.P.H.
TIERRA ROSA BOULEVARD	59'	35 M.P.H.
TOTAL	2597'	

STREETS

STREET NAMES	DESIGNATION	CLASSIFICATION	R.O.W. WIDTH	PAVEMENT WIDTH
SANTA RITA BLVD	PUBLIC	COLLECTOR	90' R.O.W.	66' FOC-FOC
TIERRA ROSA BLVD	PUBLIC	COLLECTOR	64' R.O.W.	44' FOC-FOC

POINT OF BEGINNING

SANTA RITA BOULEVARD (90' R.O.W.)

N63°55'52"E 770.94'

S63°55'52"W 770.94'

TIERRA ROSA BOULEVARD (64' R.O.W.)

S82°59'31"E 280.59'

N82°59'31"W 302.59'

RONALD REAGAN BLVD. (R.O.W. VARIES)

EXISTING 24" WATER LINE

A RIGHT TURN BAY WILL BE CONSTRUCTED ON RONALD REAGAN BLVD.

SANTA RITA C7 INVESTMENTS, LLC., (810.32 AC) TRACT 1 DOC. NO. 2013061332

SANTA RITA C7 INVESTMENTS, LLC., (3.756 AC.) DOC. NO.

SANTA RITA C7 INVESTMENTS, LLC., (204.423 AC) TRACT 4 DOC NO 2013061332

SANTA RITA COMMERCIAL, LLC. (5.73 AC) DOC. NO. 2013111090

WILCO LAND INVESTMENTS I, LLC. WILCO LAND INVESTMENTS II, LLC. WILCO LAND INVESTMENTS III, LLC., (137.69 AC.) (TRACT 3) DOC. NO. 2014053388

GREENLEAF FISK SURVEY ABSTRACT NO. 5

15' P.U.E. (0.393 AC.) DOC. NO.

(0.003 ACRE) TEMPORARY TURN-AROUND EASEMENT DOC. NO.

PROPOSED (4.474 ACRE) DRAINAGE EASEMENT DOC. NO.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	308.41	1217.47	N56°40'27"E	307.58	155.03	14°30'51"
C2	442.70	890.00	N78°10'52"E	438.15	226.03	28°29'59"
C3	22.36	15.00	N49°43'48"E	20.35	13.84	85°24'07"
C4	23.57	15.00	S37°58'53"E	21.22	15.01	90°01'16"
C5	383.94	800.00	N83°15'33"E	380.26	195.74	27°29'51"
C6	427.13	890.00	S83°15'33"W	423.04	217.76	27°29'51"
C7	461.84	800.00	S80°28'10"W	455.45	237.55	33°04'37"
C8	285.61	1127.47	S56°40'27"W	284.85	143.57	14°30'51"
C9	141.36	7900.00	N34°04'35"W	141.35	70.68	1°01'31"

Line Table		
Line #	Length	Direction
L1	37.45	S82°04'24"E
L2	174.67	N49°25'01"E
L3	64.07	S85°35'02"E
L4	67.53	N69°30'38"E
L5	90.00	S19°52'49"E
L6	66.57	S69°30'38"W
L7	190.63	S49°25'01"W
L8	33.46	S07°24'51"W
L9	250.69	S15°29'31"E

DESIGNED BY: SPC
DRAFTED BY: CEL

REVISION	DATE

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N., Ste. 600 Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT

JOB NAME: SANTA RITA RANCH
SANTA RITA BOULEVARD - ROAD IMPROVEMENTS

PROJECT: STREET, DRAINAGE, WATER, AND WASTEWATER IMPROVEMENTS

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

3-11-2020

DATE: NOV 2019
JOB NUMBER: 5155
SHEET: 1 OF 1
SHEET NO.: 1

FILE PATH: J:\ACAD\5155\dwg\5155 PRELIMINARY PLAT.dwg - Mar 11, 2020 - 2:08pm

Commissioners Court - Regular Session **35.**

Meeting Date: 03/24/2020

Discuss consider and take appropriate action on approval of the preliminary plat for the Rio Bravo 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 Rio Bravo subdivision – Precinct 3.

Background

This proposed subdivision consists of 306 lots, 8 green space/drainage/utility lots and 9,158 feet of new public roads. It is anticipated that the subdivision will be developed in two phases. This development was previously known as Eastwood Phase 3.

Timeline

2019-12-12 – initial submittal of preliminary plat
2020-01-06 – 1st review complete with comments
2020-02-19 – 2nd submittal of preliminary plat
2020-03-02 – 2nd review complete with comments
2020-03-10 – 3rd submittal of preliminary plat
2020-03-13 – 3rd review complete with comments cleared
2020-03-19 – preliminary plat placed on the March 24th, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Rio Bravo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 12:59 PM
Form Started By: Adam Boatright		Started On: 03/19/2020 11:44 AM
Final Approval Date: 03/19/2020		

REVISIONS

No.	DESCRIPTION	REVISE (R) DELETE (D) ADD (A)	TOTAL SHEETS IN PLAN	NET CHANGE IMPERV. COVER	SITE IMPERV. COVER	% IMP. COVER	APPROVAL DATE

PRELIMINARY PLAT FOR

RIO BRAVO SUBDIVISION (FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)

LEGAL DESCRIPTION:
81.949 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS

OWNER:
PALE RIDER LP.
3939 BEE CAVE ROAD, SUITE C-100
AUSTIN, TEXAS 78746

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

JENNIFER FRANKLIN, P.E.
PAPE-DAWSON ENGINEERS, INC.
FIRM # 100290-00
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3 - SUITE 200
AUSTIN, TX 78759
512-454-8711

NOTES:

1. THIS PRELIMINARY PLAT IS SUBJECT TO THE SUBDIVISION RULES IN EFFECT ON DECEMBER 12, 2019. WILLIAMSON COUNTY SUBDIVISION REGULATIONS ADOPTED AND EFFECTIVE AS OF JANUARY 18, 2018.

VICINITY MAP
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET AND LOCATION MAP
02	OVERALL PRELIMINARY PLAT
03	PRELIMINARY PLAT (SHEET 1 OF 4)
04	PRELIMINARY PLAT (SHEET 2 OF 4)
05	PRELIMINARY PLAT (SHEET 3 OF 4)
06	PRELIMINARY PLAT (SHEET 4 OF 4)
07	PRELIMINARY PLAT CURVE AND LINE TABLES
08	OVERALL EXISTING DRAINAGE AREA MAP
09	OVERALL PROPOSED DRAINAGE AREA MAP
10	PROPOSED ON-SITE DRAINAGE AND PRELIMINARY POND CALCULATIONS
11	HEC-RAS AND DETENTION SCHEMATIC
12	OVERALL UTILITY LAYOUT
13	UTILITY LAYOUT (SHEET 1 OF 4)
14	UTILITY LAYOUT (SHEET 2 OF 4)
15	UTILITY LAYOUT (SHEET 3 OF 4)
16	UTILITY LAYOUT (SHEET 4 OF 4)

IN WILLIAMSON COUNTY

DECEMBER 2019

1ST SUBMITTAL: DECEMBER 12, 2019
2ND SUBMITTAL: FEBRUARY 19, 2020
3RD SUBMITTAL: MARCH 5, 2020

ENGINEER'S CERTIFICATION:

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
3/5/2020

LICENSED PROFESSIONAL ENGINEER
REGISTRATION NO. 84652
360 PROFESSIONAL SERVICES, INC.
P.O. BOX 3639
CEDAR PARK, TEXAS 78630

ENGINEER:

360 PROFESSIONAL SERVICES, INC.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
CONTACT: SCOTT J. FOSTER, P.E.

SHEET
01

STREET SUMMARY					
STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	ROAD TYPE	DESIGN SPEED
COOGINS LOOP	100.0'	60'	37' LOG-LOG	URBAN COLLECTOR PUBLIC	35 MPH
	2483.8'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
MILLION DRIVE	1013.6'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
DOLLAR BABY DRIVE	532.4'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
OBSIDIAN LN	1336.6'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
THUNDERBOLT DRIVE	100.0'	60'	37' LOG-LOG	URBAN COLLECTOR PUBLIC	35 MPH
	1327.0'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
BLACK HEART LANE	774.2'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
WHITE HUNTER LANE	100.0'	60'	37' LOG-LOG	URBAN COLLECTOR PUBLIC	35 MPH
	1390.0'	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH

LOT SUMMARY	
PHASE I	
DEVELOPED LOTS	194
GREEN SPACE DRAINAGE AND UTILITY LOT	3
GREEN SPACE AND DRAINAGE LOT	1
TOTAL	198
PHASE II	
DEVELOPED LOTS	112
GREEN SPACE DRAINAGE AND UTILITY LOT	2
GREEN SPACE AND DRAINAGE LOT	1
GREEN SPACE LOT	1
TOTAL	116
TOTAL	
DEVELOPED LOTS	306
NONDEVELOPED LOTS	8
AREA (ACRES)	
PHASE I	39.4
PHASE II	40.8
ROW DEDICATION	1.7
TOTAL	81.9

NOTES:
1. ALL LOTS SHALL HAVE A 25' BUILDING SETBACK FROM THE FRONT RIGHT-OF-WAY LINE. CR 314 TO HAVE A 25' BUILDING SETBACK FROM THE PROPOSED RIGHT-OF-WAY DEDICATION.
2. WATER AND WASTEWATER SERVICE PROVIDED BY THE SONTERRA MUD.
3. ALL PROPOSED ROADS TO BE URBAN AND PUBLIC.
4. A PORTION OF THIS SITE IS LOCATED IN THE 100 YEAR FLOODPLAIN PER FIRM PANEL NO 48491C0150E DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
5. THE SITE IS LOCATED OUTSIDE OF JARRELL CITY LIMITS AND ETJ.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. INDIVIDUAL SINGLE FAMILY RESIDENTIAL DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314. JOINT USE SINGLE FAMILY RESIDENTIAL AND COMMERCIAL DRIVEWAYS SHALL BE ALLOWED.
8. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 07 FOR ADDITIONAL DIMENSIONS.
9. ON-SITE SURVEY AND TOPOGRAPHY PROVIDED BY PAPE-DAWSON ENGINEERS, INC. DATED NOVEMBER 2018. OTHER DATA SHOWN PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

LEGEND

SUBJECT PROPERTY
PROPERTY LINES
EXIST. CONTOURS
PROP. 360 100 YR WSEL
FEMA 100 YEAR FLOODPLAIN ZONE A FIRM #48491C0150E

(14.238 AC.)
RICHARD SCHWERTNER
DOC. 2008086834

(40.969 AC.)
WILLIAM J. SCHWERTNER, JR.
DOC. 2008018590

SONTERRA WEST SECTION 7 PHASE 2A
DOC. 2015108967

(14.238 AC.)
SCOTTY DOTSON
DOC. 2016048309
DESCRIBED DOC. 2008086835

LOT 2
SPHERE SUBD.
DOC. 2017092687

SONTERRA WEST SECTION 7 PHASE 2A-1
DOC. 2016046707

APPROX. LIMITS OF JARRELL ETJ

35' DRAINAGE EASEMENT

25' DRAINAGE EASEMENT

20' ELEC. EASE. DOC. 2011070313

20' WASTEWATER EASEMENT

OBSIDIAN LN (50' ROW)

SURVEY TIE N68° 15' 02"E 95.0'

MILLION DRIVE (50' ROW)

DOLLAR BABY DRIVE (50' ROW)

COOGINS LOOP (50' ROW)

DRUSE LN (50' ROW)

SERPENTINE LN (50' ROW)

WHITE HUNTER LANE (50' ROW)

THUNDERBOLT DRIVE (50' ROW)

BLACK HEART LANE (50' ROW)

CLUSTER MAILBOX

PHASE I

PHASE II

POND 1

POND 2

76 GREEN SPACE & DRG LOT

39 GREEN SPACE, DRG & UTIL LOT

1 GREEN SPACE, DRG & UTIL LOT

67 GREEN SPACE LOT

BLOCK 3

BLOCK 12

29 BLOCK 12

360 PSI PROPOSED 100 YEAR WATER SURFACE ELEVATION

FEMA 100 YR FLOODPLAIN
FEMA FIRM # 48491C0150E
ZONE A WILLIS CREEK
DATED 12/20/2019

ROW DEDICATION (PROPOSED FUTURE ROW)
1.12 ACRES

ROW DEDICATION (PROPOSED FUTURE ROW)
0.62 ACRES

ROW DEDICATION
2.77 ACRES

FUTURE RIO CRESTA

C.R. 314

C.R. 375

SURVEY TIE S20° 56' 02"E 56.9'

SURVEY TIE S23° 16' 40"E 57.4'

SURVEY TIE S21° 33' 40"E 57.6'

SURVEY TIE S26° 58' 18"E 55.6'

APPROX DISTANCE FROM PAVEMENT CENTERLINE TO PROPOSED ROW LINE

5' ROW DEDICATION PER RIO CRESTA SUBDIVISION PRELIMINARY PLAT

64.8' CR 375 ROW WIDTH

10' R.O.W. DEDICATION CAB G, SLIDE 275

SCALE IN FEET
100 50 0 100

TEXAS FIRM REGISTRATION #4932
P.O. BOX 1076
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
FAX (512) 351-3331

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
3/5/2020

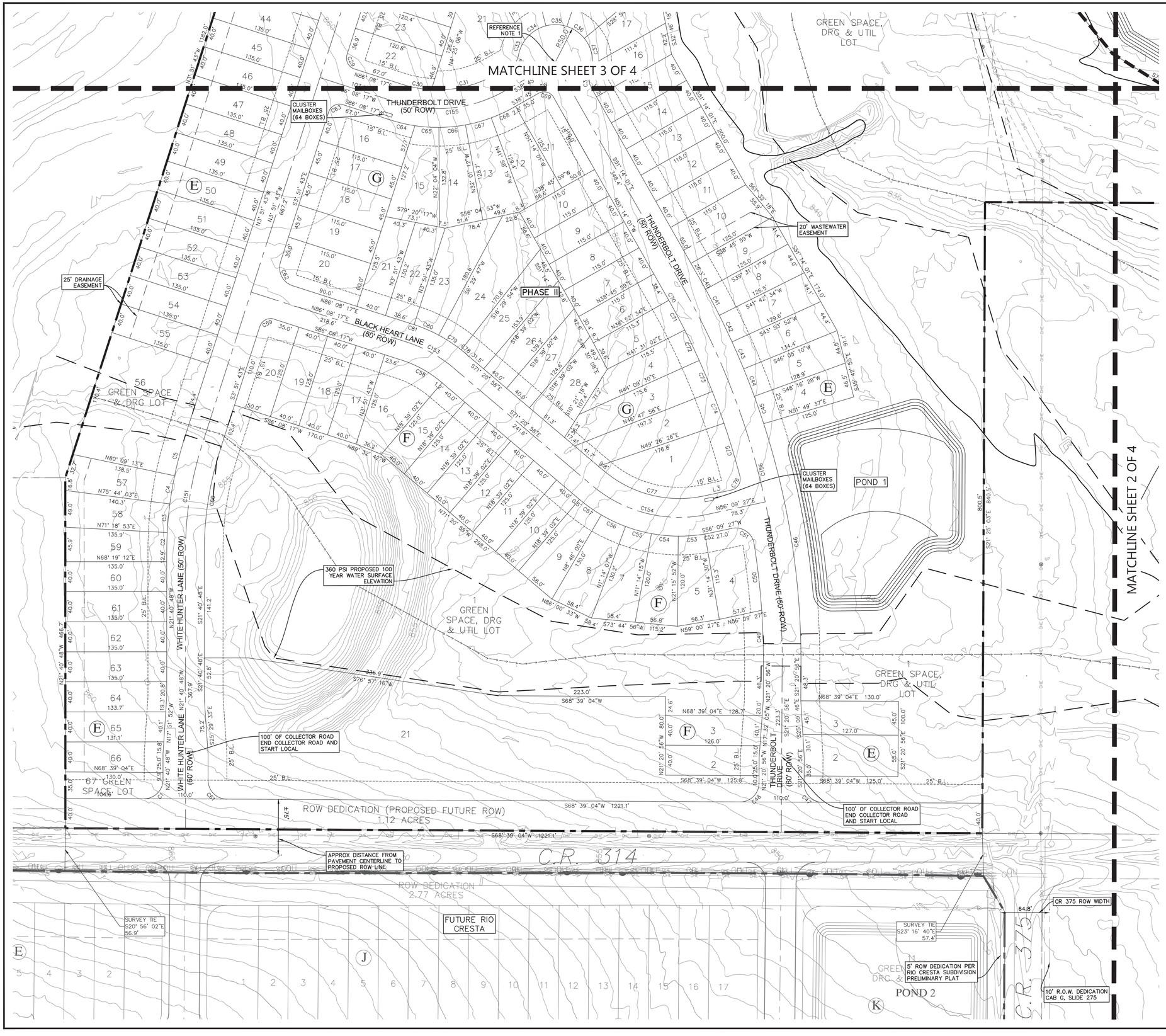
RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

OVERALL PRELIMINARY PLAT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
02

K:\Exes\Vista\Documents\3659P3\Sonterra Development\Eastwood Phase III\Civil\Exhibits\Eastwood III Prelim Plat.dwg JASON.GO PLOT DATE: 3/5/2020 11:23am
XREFS: C:\ACAD Xpl-ornentation Drawings\Borders and Symbols\Border Arch D Size.dwg C:\Program Files\Autodesk\AutoCAD 2019\Support\en-US\Fonts\Arial.shx PLOTTED BY: reese



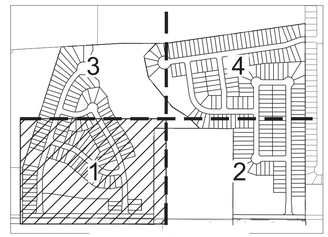
N

W E

S

SCALE IN FEET

60 30 0 60



LOCATION MAP

N.T.S.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINES
- EXIST. CONTOURS
- PROP. 360 100 YR WSEL
- FEMA 100 YEAR FLOODPLAIN ZONE A FIRM #48491C0150E

NOTES:
1. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 07 FOR ADDITIONAL AND DIMENSIONS.
2. ON-SITE SURVEY AND TOPOGRAPHY PROVIDED BY PAPE-DAWSON ENGINEERS, INC. DATED NOVEMBER 2018. OTHER DATA SHOWN PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

PRELIMINARY PLAT
(SHEET 1 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
03

PLOT DATE: 3/5/2020 11:33am PLOTTED BY: leslie
PAGE SETUP: ANSI D (24.00 x 36.00) LAYOUT: 01
XREF: C:\Users\Users\Documents\360PS\Shared Documents\Active\Rio Bravo\Civil\Exhibits\Exhibit 01 Prelim Plat.DWG

MATCHLINE SHEET 4 OF 4

MATCHLINE SHEET 1 OF 4

MILLION DRIVE (50' ROW)

DRUSE LN (50' ROW)

SERPENTINE

COOGINS LOOP (50' ROW)

PHASE I

20' WASTEWATER EASEMENT

REFERENCE NOTE 1

CLUSTER MAILBOXES (64 BOXES)

FEMA 100 YR FLOODPLAIN
FEMA FIRM # 48491C0150E
ZONE A WILLIS CREEK
DATED 12/20/2019

360 PSI PROPOSED 100 YEAR WATER SURFACE ELEVATION

1 GREEN SPACE, DRG & UTIL LOT

100' OF COLLECTOR ROAD END COLLECTOR ROAD AND START LOCAL

ROW DEDICATION (PROPOSED FUTURE ROW)
0.62 ACRES

C.R. 314

C.R. 375

SURVEY TIE
S21° 33' 40"E
57.6'

APPROX DISTANCE FROM PAVEMENT CENTERLINE TO PROPOSED ROW LINE

SURVEY TIE
S26° 58' 18"E
55.8'

N
W E
S

SCALE IN FEET
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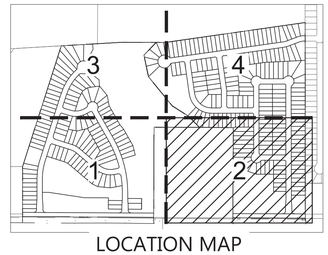

LOCATION MAP
N.T.S.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINES
- EXIST. CONTOURS
- PROP. 360 100 YR WSEL
- FEMA 100 YEAR FLOODPLAIN ZONE A FIRM #48491C0150E

NOTES:
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TEXAS FIRM REGISTRATION F-9432
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360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
3/5/2020

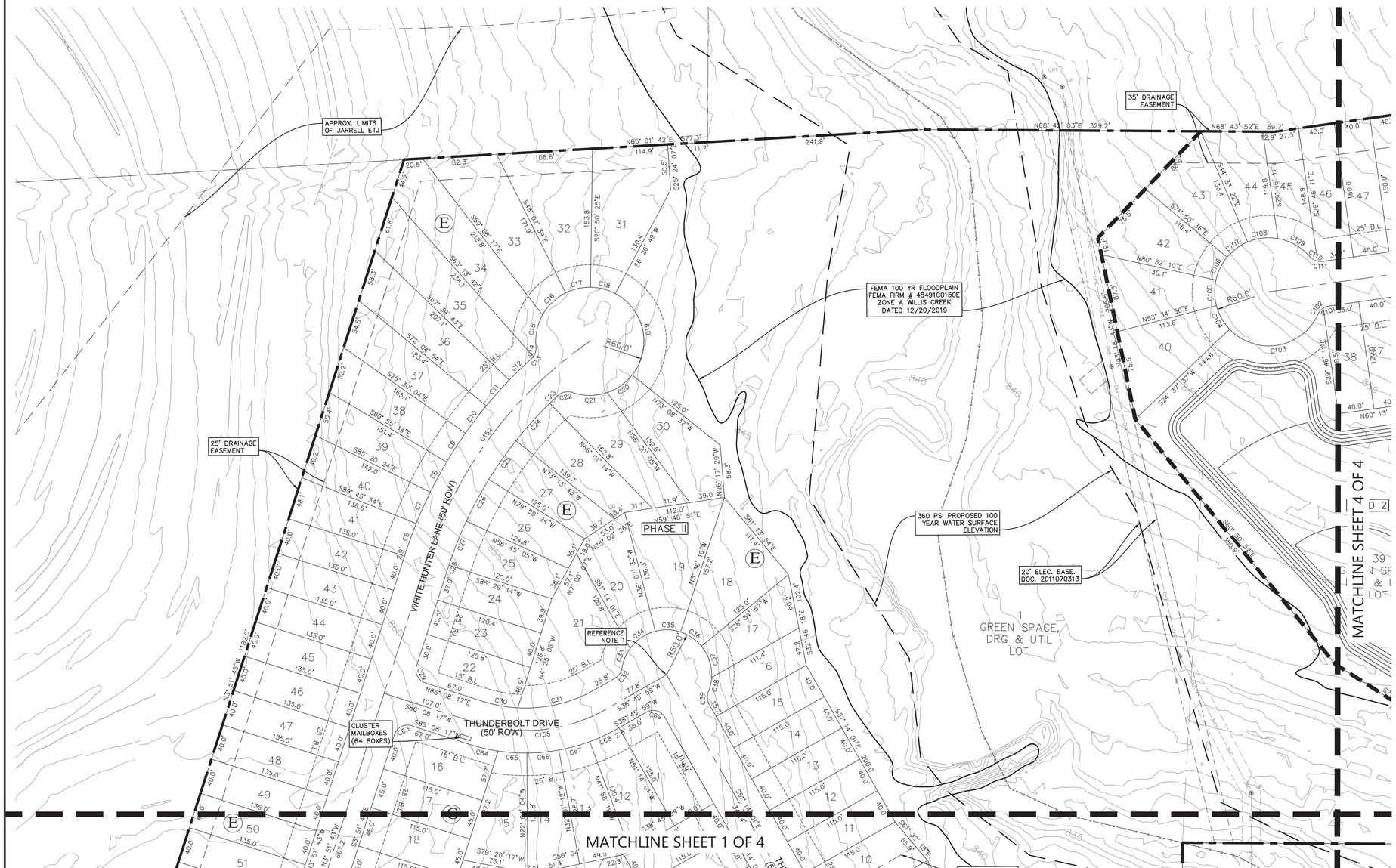
RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

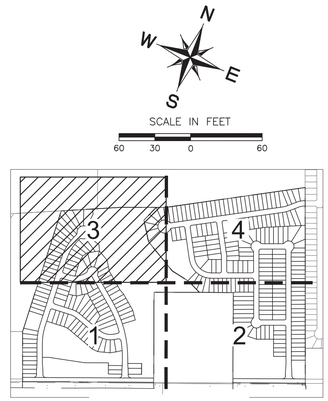
PRELIMINARY PLAT
(SHEET 2 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
04

PLOT DATE: 3/5/2020 1:37pm
PLOTTED BY: leslie
FILE: C:\Jobs\Jarrell\Documents\300PSI\Eastwood Development\Eastwood Phase III\Civil\Exhibits\Eastwood III Prelim Plat.DWG
LAYOUT: 02





LOCATION MAP
N.T.S.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINES
- EXIST. CONTOURS
- PROP. 360 100 YR WSEL
- FEMA 100 YEAR FLOODPLAIN ZONE A FIRM #48491C0150E

NOTES:
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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

PRELIMINARY PLAT
(SHEET 3 OF 4)

Scale:	AS SHOWN
Designed by:	
Drawn by:	
Checked by:	
Date:	MARCH 2020
Project No.	

SHEET
05

PLOT DATE: 3/4/2020, 12:36pm PLOTTED BY: leslie
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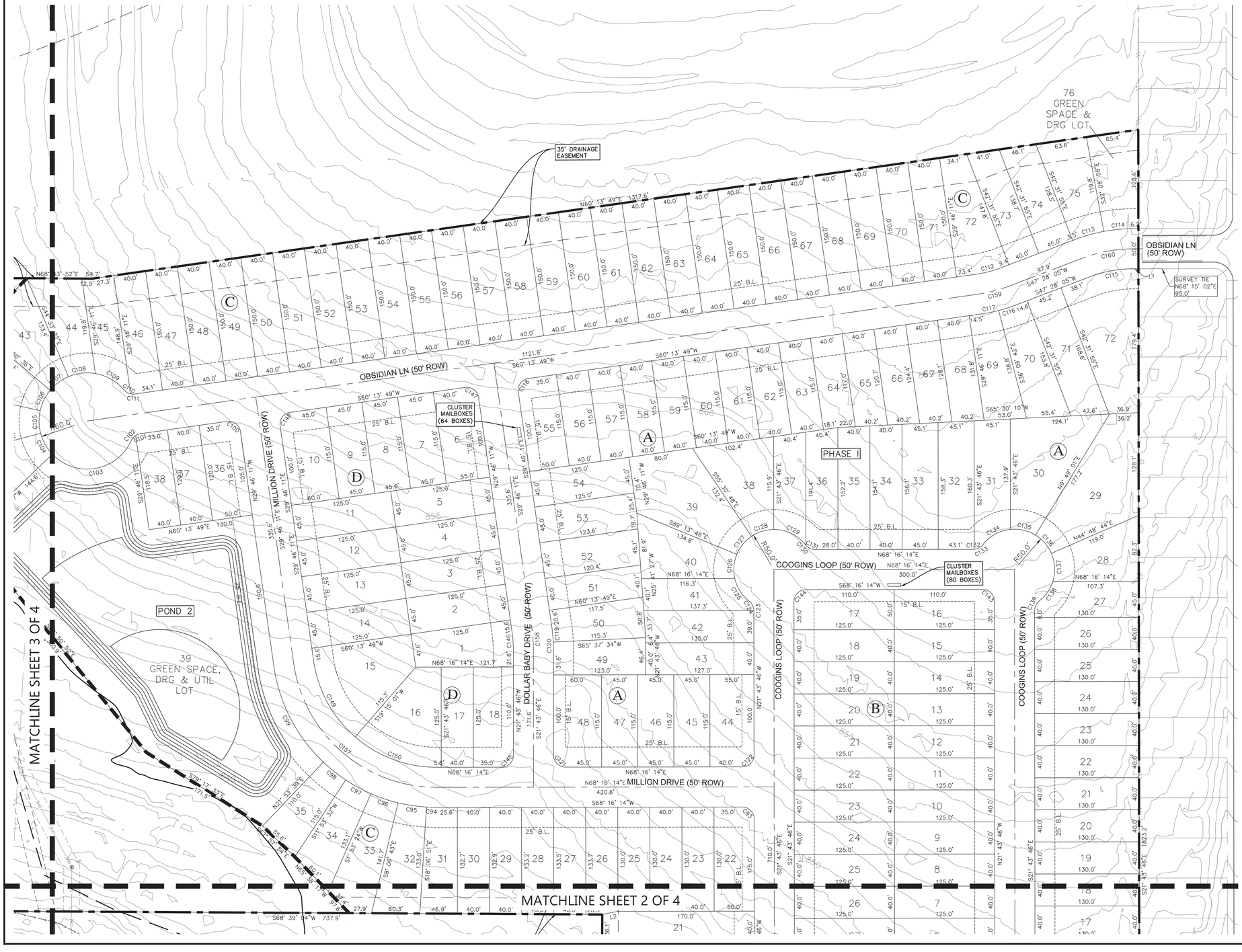

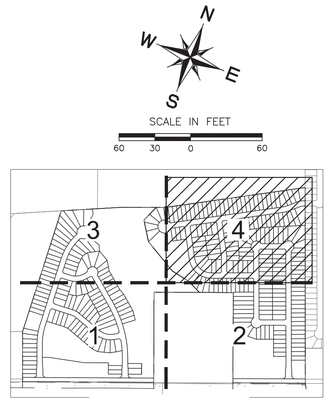

NOTES:
1. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 07 FOR ADDITIONAL AND DIMENSIONS.
2. ON-SITE SURVEY AND TOPOGRAPHY PROVIDED BY PAPE-DAWSON ENGINEERS, INC. DATED NOVEMBER 2018. OTHER DATA SHOWN PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

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SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

PRELIMINARY PLAT (SHEET 4 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
06

PLOT DATE: 3/5/2020 11:43am
PLOTTED BY: ranie

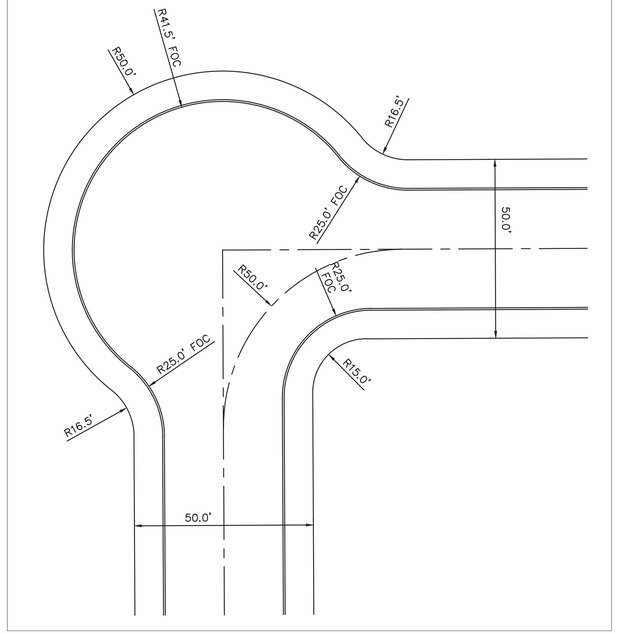
Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	39.41	25.00	90.33	25.14	S23° 29' 08"W	35.46
C2	25.87	495.00	2.99	12.94	N20° 10' 58"W	25.87
C3	38.18	495.00	4.42	19.10	N16° 28' 32"W	38.17
C4	38.18	495.00	4.42	19.10	N12° 03' 22"W	38.17
C5	51.70	495.00	5.98	25.87	N6° 51' 15"W	51.68
C6	35.44	495.00	4.10	17.73	N1° 48' 39"W	35.44
C7	38.18	495.00	4.42	19.10	N2° 27' 01"E	38.17
C8	38.18	495.00	4.42	19.10	N6° 52' 11"E	38.17
C9	38.18	495.00	4.42	19.10	N11° 17' 21"E	38.17
C10	38.18	495.00	4.42	19.10	N15° 42' 31"E	38.17
C11	38.18	495.00	4.42	19.10	N20° 07' 42"E	38.17
C12	33.82	495.00	3.91	16.92	N24° 17' 43"E	33.81
C13	3.80	16.50	13.21	1.91	N19° 38' 48"E	3.80
C14	11.59	16.50	40.26	6.05	N7° 05' 16"W	11.36
C15	36.32	60.00	34.68	18.74	N9° 52' 29"W	35.77
C16	36.03	60.00	34.41	18.58	N24° 40' 12"E	35.49
C17	28.58	60.00	27.29	14.56	N55° 30' 58"E	28.31
C18	28.58	60.00	27.29	14.56	N82° 48' 12"E	28.31
C19	105.15	60.00	100.41	72.03	S33° 20' 54"E	92.20
C20	34.25	60.00	32.71	17.61	S33° 12' 39"W	33.79
C21	39.10	60.00	37.34	20.27	S68° 14' 04"W	38.41
C22	17.67	16.50	61.35	9.79	S56° 13' 46"W	16.84
C23	12.24	445.00	1.58	6.12	S24° 46' 03"W	12.24
C24	55.98	445.00	7.21	28.03	S20° 22' 32"W	55.95
C25	52.51	445.00	6.76	26.29	S13° 23' 27"W	52.48
C26	52.51	445.00	6.76	26.29	S6° 37' 46"W	52.48
C27	52.51	445.00	6.76	26.29	S0° 07' 56"E	52.48
C28	2.71	445.00	0.35	1.36	S3° 41' 15"E	2.71
C29	23.56	15.00	90.00	15.00	S48° 51' 43"E	21.21
C30	39.67	155.00	14.66	19.94	N78° 48' 23"E	39.56
C31	88.48	155.00	32.71	45.48	N55° 07' 14"E	87.29
C32	14.80	16.50	51.39	7.94	N13° 04' 23"E	14.31
C33	23.67	50.00	27.12	12.06	N0° 56' 20"E	23.45
C34	34.36	50.00	39.38	17.89	N34° 11' 12"E	33.69
C35	28.38	50.00	32.52	14.58	N70° 08' 07"E	28.00
C36	28.38	50.00	32.52	14.58	S77° 20' 40"E	28.00
C37	37.32	50.00	42.76	19.58	S39° 42' 07"E	36.46
C38	16.12	50.00	18.47	8.13	S9° 04' 59"E	16.05
C39	14.80	16.50	51.39	7.94	S25° 32' 24"E	14.31
C40	13.50	1025.00	0.75	6.75	S50° 51' 22"E	13.50
C41	39.15	1025.00	2.19	19.58	S49° 23' 04"E	39.15
C42	39.15	1025.00	2.19	19.58	S47° 11' 47"E	39.15
C43	39.15	1025.00	2.19	19.58	S45° 00' 29"E	39.15
C44	39.15	1025.00	2.19	19.58	S42° 49' 11"E	39.15
C45	38.55	1025.00	2.16	19.28	S40° 38' 53"E	38.55
C46	325.98	1025.00	18.22	164.38	S30° 27' 35"E	324.61
C47	39.27	25.00	90.00	25.00	S66° 20' 53"E	35.35
C48	39.27	25.00	90.00	25.00	S23° 39' 04"W	35.36
C49	72.12	975.00	4.24	36.08	N23° 28' 04"W	72.10
C50	89.15	975.00	5.24	44.60	N28° 12' 22"W	89.12
C51	40.59	25.00	93.02	26.35	N77° 20' 02"W	36.27
C52	9.31	205.00	2.60	4.65	S57° 27' 29"W	9.30
C53	35.70	205.00	9.98	17.89	S63° 44' 49"W	35.65
C54	35.88	205.00	10.03	17.98	S73° 44' 56"W	35.83
C55	35.79	205.00	10.00	17.94	S83° 45' 49"W	35.74
C56	35.79	205.00	10.00	17.94	N86° 14' 04"W	35.74
C57	35.36	205.00	9.88	17.73	N76° 17' 29"W	35.32
C58	60.90	155.00	22.51	30.85	N82° 36' 21"W	60.51
C59	23.56	15.00	90.00	15.00	S41° 08' 17"W	21.21
C60	138.39	445.00	17.82	69.76	S12° 46' 16"E	137.83

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C61	39.13	25.00	89.67	24.86	S66° 30' 52"E	35.25
C62	39.27	25.00	90.00	25.00	S48° 51' 43"E	35.36
C63	23.56	15.00	90.00	15.00	S41° 08' 17"W	21.21
C64	33.14	205.00	9.26	16.61	S81° 30' 23"W	33.11
C65	32.00	205.00	8.94	16.03	S72° 24' 12"W	31.96
C66	35.61	205.00	9.95	17.85	S62° 57' 22"W	35.56
C67	35.61	205.00	9.95	17.85	S53° 00' 15"W	35.56
C68	33.14	205.00	9.26	16.60	S43° 23' 50"W	33.10
C69	23.56	15.00	90.00	15.00	S83° 45' 59"W	21.21
C70	1.86	975.00	0.11	0.93	N51° 10' 43"W	1.86
C71	44.94	975.00	2.64	22.48	N49° 48' 12"W	44.94
C72	44.94	975.00	2.64	22.48	N47° 09' 44"W	44.94
C73	44.94	975.00	2.64	22.48	N44° 31' 16"W	44.94
C74	44.94	975.00	2.64	22.48	N41° 52' 48"W	44.94
C75	73.67	975.00	4.33	36.85	N38° 23' 42"W	73.65
C76	24.19	15.00	92.39	15.64	N9° 57' 49"E	21.65
C77	142.01	155.00	52.49	76.43	N82° 24' 14"E	137.09
C78	7.70	205.00	2.15	3.85	S72° 25' 32"E	7.70
C79	35.79	205.00	10.00	17.94	S78° 30' 09"E	35.74
C80	35.63	205.33	9.94	17.86	S88° 28' 30"E	35.59
C81	1.43	98.56	0.83	0.71	N86° 08' 17"E	1.43
C82	39.44	25.00	90.38	25.17	S23° 27' 39"W	35.47
C83	23.56	15.00	90.00	15.00	N66° 43' 46"W	21.21
C84	13.38	16.50	46.46	7.08	S45° 02' 19"W	13.02
C85	1.42	16.50	4.92	0.71	S19° 20' 42"W	1.42
C86	44.84	50.00	51.39	24.06	S42° 34' 37"W	43.36
C87	28.38	50.00	32.52	14.58	S84° 31' 50"W	28.00
C88	25.77	50.00	29.53	13.18	N64° 26' 43"W	25.48
C89	28.40	50.00	32.54	14.59	N33° 24' 35"W	28.02
C90	40.84	50.00	46.80	21.63	N6° 15' 34"E	39.71
C91	6.49	16.50	22.55	3.29	N18° 23' 01"E	6.45
C92	8.31	16.50	28.84	4.24	N7° 18' 35"W	8.22
C93	23.56	15.00	90.00	15.00	N66° 43' 46"W	21.21
C94	12.94	205.00	3.62	6.47	S70° 04' 41"W	12.93
C95	35.79	205.00	10.00	17.94	S76° 53' 13"W	35.74
C96	35.79	205.00	10.00	17.94	S86° 53' 20"W	35.74
C97	35.79	205.00	10.00	17.94	N83° 06' 32"W	35.74
C98	35.79	205.00	10.00	17.94	N73° 06' 24"W	35.74
C99	137.16	205.00	38.34	71.26	N48° 56' 16"W	134.62
C100	23.56	15.00	90.00	15.00	N74° 46' 11"W	21.21
C101	7.18	16.50	24.92	3.65	S47° 46' 11"W	7.12
C102	9.28	16.50	32.23	4.77	S19° 11' 46"W	9.16
C103	116.81	60.00	111.54	88.19	S58° 51' 18"W	99.22
C104	30.32	60.00	28.96	15.49	N50° 53' 43"W	30.00
C105	28.58	60.00	27.29	14.56	N22° 46' 27"W	28.31
C106	28.58	60.00	27.29	14.56	N4° 30' 47"E	28.31
C107	28.58	60.00	27.29	14.56	N31° 48' 01"E	28.31
C108	34.18	60.00	32.64	17.57	N61° 45' 57"E	33.72
C109	41.14	60.00	39.29	21.42	S82° 16' 03"E	40.34
C110	10.46	16.50	36.32	5.41	S80° 47' 00"E	10.29
C111	6.00	16.50	20.83	3.03	N70° 38' 35"E	5.96
C112	34.53	155.00	12.76	17.33	N53° 50' 57"E	34.45
C113	37.15	205.00	10.38	18.62	N52° 41' 02"E	37.10
C114	37.12	205.00	10.38	18.61	N63° 03' 46"E	37.07
C115	56.15	155.00	20.75	28.38	S57° 52' 24"W	55.84
C116	22.79	205.00	6.37	11.41	S50° 39' 11"W	22.78
C117	22.87	205.00	6.39	11.45	S57° 02' 03"W	22.86
C118	23.56	15.00	90.00	15.00	S15° 13' 49"W	21.21
C119	19.31	205.00	5.40	9.66	S27° 04' 19"E	19.30
C120	9.46	205.00	2.64	4.73	S23° 03' 06"E	9.46

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C121	23.56	15.00	90.00	15.00	S66° 43' 46"E	21.21
C122	23.56	15.00	90.00	15.00	N23° 16' 14"E	21.21
C123	0.96	16.50	3.35	0.48	N23° 24' 16"W	0.96
C124	13.83	16.50	48.04	7.35	N49° 05' 52"W	13.43
C125	33.76	50.00	38.68	17.55	N53° 46' 33"W	33.12
C126	30.72	50.00	35.21	15.86	N16° 49' 57"W	30.24
C127	29.42	50.00	33.72	15.15	N17° 37' 43"E	29.00
C128	29.42	50.00	33.72	15.15	N51° 20' 40"E	29.00
C129	44.90	50.00	51.45	24.09	S86° 04' 13"E	43.41
C130	1.33	16.50	4.62	0.67	S62° 39' 15"E	1.33
C131	13.47	16.50	46.76	7.13	S88° 20' 51"E	13.10
C132	1.91	16.50	6.62	0.95	N64° 57' 38"E	1.91
C133	12.89	16.50	44.77	6.80	N39° 16' 01"E	12.57
C134	39.78	50.00	45.58	21.01	N39° 40' 24"E	38.73
C135	32.60	50.00	37.35	16.90	N81° 08' 24"E	32.02
C136	30.54	50.00	35.00	15.76	S62° 41' 08"E	30.07
C137	35.71	50.00	40.92	18.65	S24° 43' 48"E	34.95
C138	29.61	50.00	33.93	15.25	S12° 41' 33"W	29.18
C139	14.80	16.50	51.39	7.94	S3° 57' 50"W	14.31
C140	39.10	25.00	89.62	24.83	S66° 32' 19"E	35.24
C141	23.56	15.00	90.00	15.00	S66° 43' 46"E	21.21
C142	23.56	15.00	90.00	15.00	N23° 16' 14"E	21.21
C143	23.56	15.00	90.00	15.00	N66° 43' 47"W	21.21
C144	23.56	15.00	90.00	15.00	S23° 16' 16"W	21.21
C145	23.56	15.00	90.00	15.00	N23° 16' 14"E	21.21
C146	21.75	155.00	8.04	10.89	N25° 44' 59"W	21.73
C147	23.56	15.00	90.00	15.00	N74° 46' 11"W	21.21
C148	23.56	15.00	90.00	15.00	S15° 13' 49"W	21.21
C149	110.86	155.00	40.98	57.92	S50° 15' 35"E	108.51
C150	110.86	155.00	40.98	57.92	N88° 45' 37"E	108.51
C151	146.16	470.00	17.82	73.68	N12° 46' 16"W	145.57
C152	308.68	470.00	37.63	160.14	N14° 57' 10"E	303.16
C153	70.72	180.00	22.51	35.82	S82° 36' 21"E	70.27
C154	164.91	180.00	52.49	88.75	N82° 24' 14"E	159.20
C155	148.82	180.00	47.37	78.96	S62° 27' 08"W	144.62
C156	521.59	1000.00	29.88	266.87	S36° 17' 28"E	515.69
C157	257.48	180.00	81.96	156.36	S70° 44' 59"E	236.09
C158	25.26	180.00	8.04	12.65	S25° 44' 59"E	25.24
C159	40.09	180.00	12.76	20.13	S53° 50' 57"W	40.01
C160	65.20	180.00	20.75	32.96	S57° 52' 24"W	64.85

Line Table		
Line #	Length	Direction
L1	6.17	S68° 15' 02"W
L2	19.88	S57° 03' 32"W
L3	37.51	N56° 09' 27"E

TYPICAL KNUCKLE OR 90° BEND



TEXAS FIRM REGISTRATION F-9432
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360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
3/5/2025

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

PRELIMINARY PLAT
CURVE AND LINE TABLES

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
07

REF: C:\Users\Work\Documents\XSAP3\Content Development\Eastwood Phase III\Civil\Exhibits\Eastwood III Prelim Plat.DWG DATE/IT: 3/5/2025 PLOT DATE: 3/7/2025 11:45am PLOTTED BY: leslie
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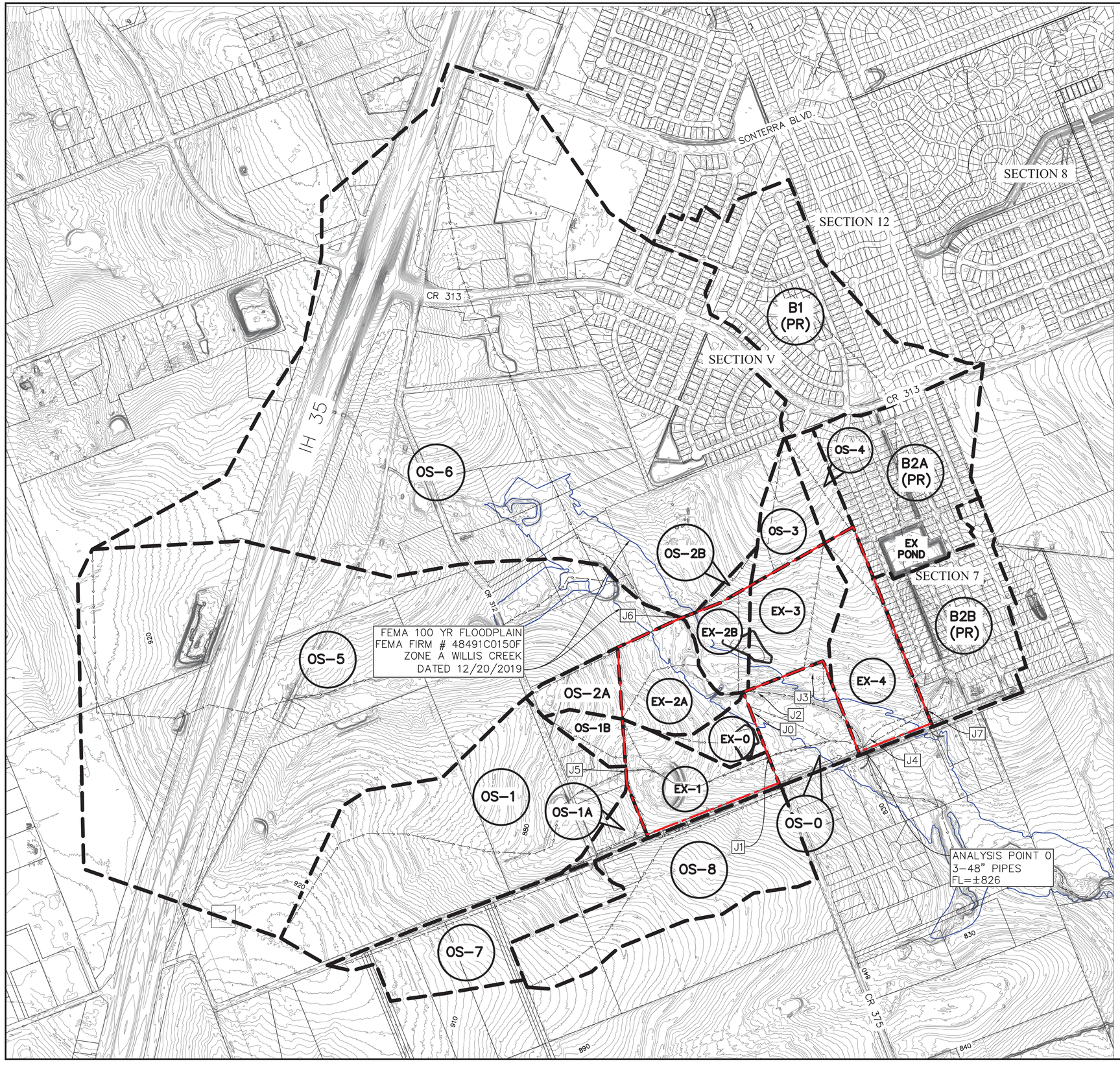

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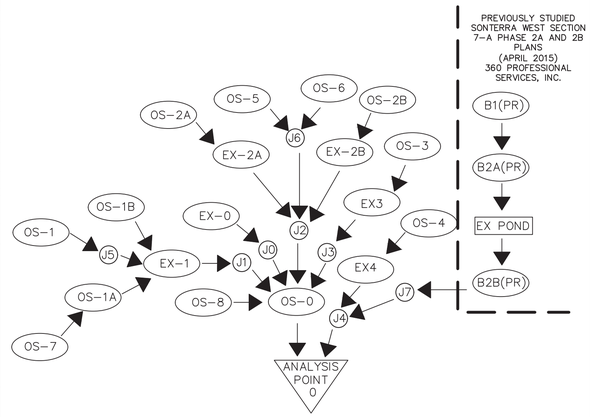
EXISTING CONDITIONS



EXISTING CONDITIONS - SCS METHOD SUMMARY										
Area ID	DA (ac.)	IC (ac.)	IC (%)	TOC (min.)	TOC (hr.)	CN	Q2	Q10	Q25	Q100
EX-0	5.6	0.0	0%	23	0.39	80.0	6	15	21	30
EX-1	16.9	0.0	0%	29	0.48	80.0	18	44	60	86
EX-2A	14.8	0.0	0%	27	0.45	80.0	16	39	53	77
EX-2B	8.2	0.0	0%	20	0.33	80.0	10	25	33	48
EX 3	16.7	0.0	0%	24	0.41	80.0	19	46	62	89
EX 4	21.2	0.0	0%	30	0.50	80.0	22	54	73	105
OS-0	14.7	0.7	5%	18	0.29	80.9	20	47	63	91
OS-1	77.2	15.4	20%	44	0.74	83.6	78	176	233	329
OS-1A	4.0	0.2	5%	19	0.31	80.9	5	12	17	24
OS-1B	4.4	0.2	5%	18	0.30	80.9	6	14	19	27
OS-2A	6.9	0.3	5%	18	0.30	80.9	9	22	29	42
OS-2B	1.8	0.1	5%	18	0.29	80.9	2	6	8	11
OS-3	9.4	0.5	5%	23	0.38	80.9	11	27	37	53
OS-4	5.7	0.3	5%	22	0.37	80.9	7	17	22	32
OS-5	236.3	70.9	30%	65	1.08	85.4	206	454	598	838
OS-6	335.1	117.3	35%	62	1.04	86.3	309	666	875	1220
OS-7	27.2	0.0	0%	24	0.39	77.0	27	71	98	143
OS-8	41.0	0.0	0%	33	0.54	77.0	35	93	128	187

NOTES:
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2. REFER TO THE ASSOCIATED RIO BRAVO SUBDIVISION DRAINAGE REPORT FOR ADDITIONAL INFORMATION (DATED FEBRUARY 2020 BY 360 PROFESSIONAL SERVICES, INC. F4932).

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SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
3/5/2020

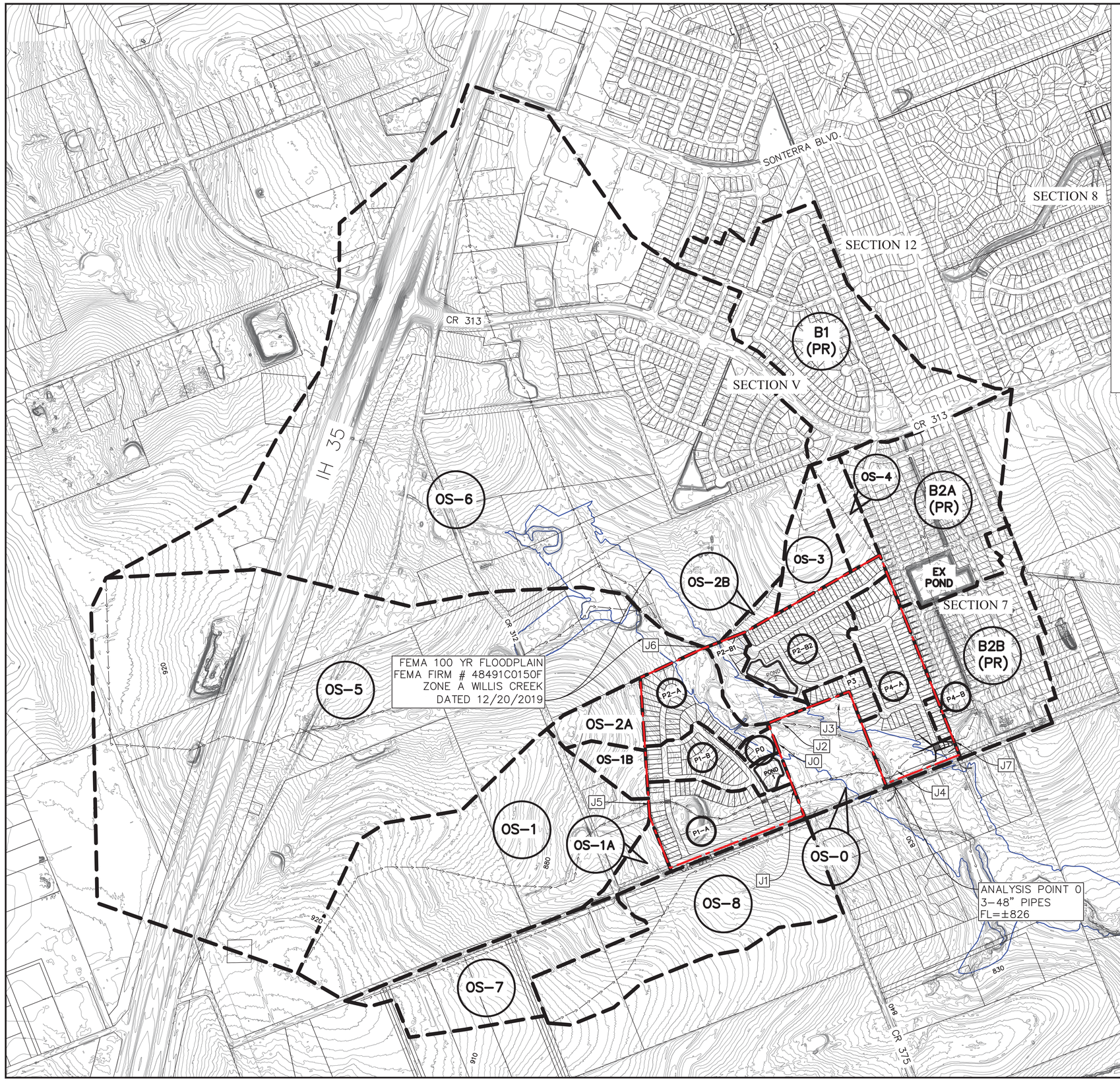
RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

OVERALL EXISTING DRAINAGE AREA MAP

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
08

PLOT DATE: 3/5/2020 11:25am
PLOTTED BY: rselle
LAYOUT: 8.5" X 14" (LEGAL)
XREFS: \\Users\rselle\Documents\360PS\Sonterra Development\Enhanced Phase 1\Civil\Exhibits\DAM.dwg



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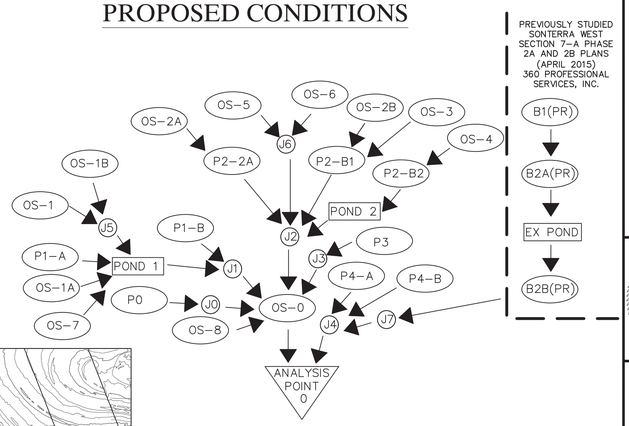
PROPOSED CONDITIONS



PROPOSED CONDITIONS - SCS METHOD SUMMARY

Area ID	DA (ac.)	IC (ac.)	IC (%)	TOC (min.)	TOC (hr.)	CN	Q2	Q10	Q25	Q100
P0	1.9	0.6	30%	10	0.17	85.4	4	8	10	14
P1-A	14.2	5.7	40%	22	0.37	87.2	24	51	67	93
P1-B	9.1	4.6	50%	15	0.25	89.0	18	36	46	63
P2-A	11.5	5.2	45%	17	0.28	88.1	21	43	56	77
P2-B1	6.1	1.2	20%	14	0.23	83.6	10	22	30	42
P2-B2	16.1	8.1	50%	16	0.27	89.0	31	62	80	110
P3	4.1	2.5	60%	10	0.17	90.8	9	18	23	32
P4-A	19.4	9.7	50%	17	0.28	89.0	36	74	96	131
P4-B	0.6	0.4	60%	15	0.25	90.8	1	2	3	4

ANALYSIS POINT FLOW DISCHARGE (CFS)

NODE	2 YR (EX)	2 YR (PR)	10 YR (EX)	10 YR (PR)	25 YR (EX)	25 YR (PR)	100 YR (EX)	100 YR (PR)
AP 0	801	783	1,779	1,710	2,353	2,252	3,293	3,159
J0	6	4	15	8	21	10	30	14
J1	119	120	285	280	385	376	552	538
J2	532	546	1,160	1,182	1,526	1,552	2,131	2,180
J3	29	9	72	18	97	23	140	32
J4	111	111	240	232	314	300	432	412
J5	78	81	176	183	233	243	329	344
J6	514	514	1,118	1,118	1,471	1,471	2,053	2,053
J7	87	87	176	176	227	227	305	305

NOTES:
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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

OVERALL PROPOSED DRAINAGE AREA MAP

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
09

PLOTTED BY: leslie
PLOT DATE: 3/5/2020 11:27am
LAYOUT: Sht A1
TABLES: SF Sht A1
REF'S: V:\Users\Les w\Documents\Active\Sonterra Development\Eastwood Phase III\Civil\Exhibits\DAM.dwg

Detention Pond 2 Stage/Volume/Discharge

STAGE (FT)	CONTOUR AREA (AC)	CONICAL AREA (SF)	INCREMENTAL VOLUME (ac-ft)	CUMULATIVE VOLUME (ac-ft)	CUMULATIVE VOLUME (CF)	Orifice #1 size (in) 2-12" @ 839 Q (cfs)	Weir #1 length (ft) 10' @ 843 Q (cfs)	Orifice TOTAL Q (cfs)
839.0	0.000	0	0.000	0.000	0	0.0	0.0	0.0
840.0	0.339	14770	0.113	0.113	4919	5.4	0.0	5.4
841.0	1.008	84160	0.643	0.756	32944	9.3	0.0	9.3
842.0	1.305	150729	1.152	1.909	83136	12.0	0.0	12.0
843.0	1.409	177305	1.355	3.264	142179	14.1	0.0	14.1
844.0	1.516	191094	1.461	4.725	205814	16.0	30.0	46.0
845.0	1.625	205185	1.569	6.293	274140	17.7	84.9	102.6

DETENTION POND 2 ROUTING SUMMARY

STORM EVENT	IN (CFS)	OUT (CFS)	WSEL
2-YEAR	31	10	841.1
10-YEAR	62	13	842.3
25-YEAR	80	14	842.9
100-YEAR	110	34	843.7

Preliminary Detention Pond 1 Stage/Volume/Discharge

STAGE (FT)	CONTOUR AREA (AC)	CONICAL AREA (SF)	INCREMENTAL VOLUME (ac-ft)	CUMULATIVE VOLUME (ac-ft)	CUMULATIVE VOLUME (CF)	Orifice size (in) 10 @ 839 Q (cfs)	Weir #1 length (ft) 4' @ 843 Q (cfs)	TOTAL Q (cfs)
839.0	0.000	0	0.000	0.000	0	0.0	0.0	0.0
840.0	0.264	11511	0.088	0.088	3833	2.0	0.0	2.0
841.0	0.804	66615	0.509	0.597	26016	3.3	0.0	3.3
842.0	0.913	112123	0.857	1.454	63353	4.2	0.0	4.2
843.0	0.986	124047	0.948	2.403	104661	5.0	0.0	5.0
844.0	1.061	133708	1.022	3.425	149185	5.6	12.0	17.6
845.0	1.138	143670	1.098	4.523	197027	6.2	33.9	40.1

DETENTION POND 1 ROUTING SUMMARY

STORM EVENT	IN (CFS)	OUT (CFS)	WSEL
2-YEAR	18	3	841.1
10-YEAR	36	4	842.2
25-YEAR	46	5	842.8
100-YEAR	63	12	843.6

OS–2A DIVERSION SWALE IN DRAINAGE EASEMENT

OS–1B DIVERSION SWALE IN DRAINAGE EASEMENT

OS–1A DIVERSION SWALE IN DRAINAGE EASEMENT

OS–3 DIVERSION SWALE IN DRAINAGE EASEMENT

OS–4 DIVERSION SWALE IN DRAINAGE EASEMENT

P2–A

P2–B1

P2–B2

P1–A

P1–B

P0

P3

P4A

P4B

POND 1

POND 2

J0 J1 J2 J3 J4 J5 J6

OBSIDIAN LN (50' ROW)

MILLION DRIVE (50' ROW)

DOLLAR BABY DRIVE (50' ROW)

COOGINS LOOP (50' ROW)

SERPENTINE LN (50' ROW)

THUNDERBOLT DRIVE (50' ROW)

WHITE HUNTER LANE (50' ROW)

BLACK HEART LANE (50' ROW)

4–7'x3' BOX CULVERTS OR EQUIVALENT EQUAL

4–7'x3' BOX CULVERTS OR EQUIVALENT EQUAL

5–7'x3' BOX CULVERTS OR EQUIVALENT EQUAL

FEMA 100 YR FLOODPLAIN
FEMA FIRM # 48491C0150E
ZONE A WILLIS CREEK
DATED 12/20/2019

360 PSI PROPOSED 100 YEAR WATER SURFACE ELEVATION

ANALYSIS POINT 0
3–48" PIPES
FL=±826

ROW DEDICATION (PROPOSED FUTURE ROW) 1.12 ACRES

ROW DEDICATION (PROPOSED FUTURE ROW) 0.67 ACRES

P.O.B.

N W E S

SCALE IN FEET
100 50 0 100

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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

PROPOSED ON-SITE DRAINAGE AND PRELIMINARY POND CALCULATIONS

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
10

PLOTTED BY: mark
PLOT DATE: 3/5/2020 11:31am
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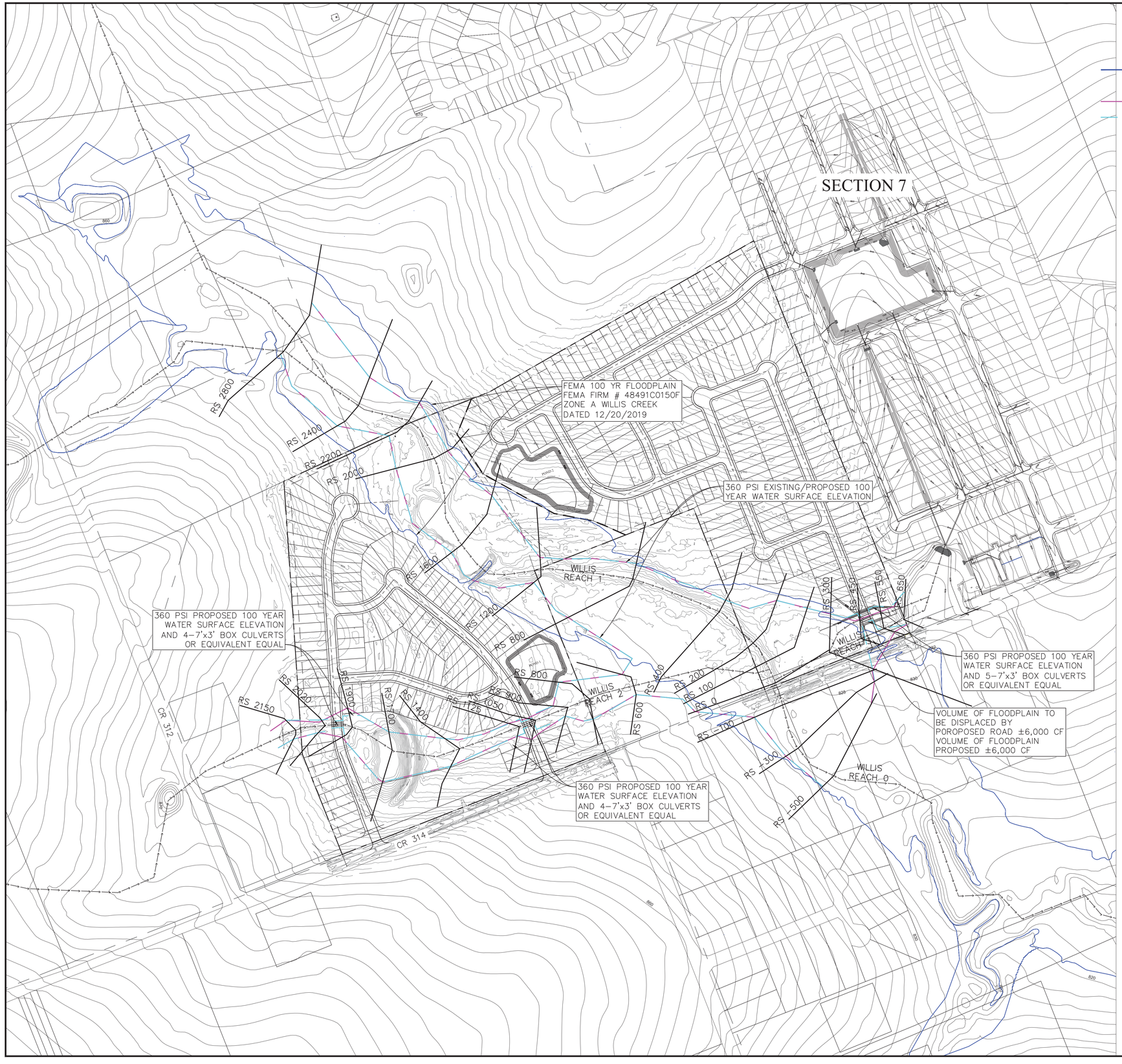

LEGEND

- FEMA 100 YEAR FLOODPLAIN ZONE A FIRM #48491C0150F
- 360 PSI EXISTING 100 YR WATER SURFACE ELEVATION
- 360 PSI PROPOSED 100 YR WATER SURFACE ELEVATION

N W E S

SCALE IN FEET
200 100 0 200

100 YEAR EXISTING HEC RAS OUTPUT (02/17/20)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)
1	2800	100 YR	2055	847.8	851.0		851.3	4.3	502.0	270.6
1	2400	100 YR	2055	843.0	846.5	846.5	847.4	7.8	276.0	183.1
1	2200	100 YR	2055	839.5	844.4		844.8	5.2	450.7	193.3
1	2000	100 YR	2055	838.8	843.6		843.9	5.0	499.9	240.0
1	1600	100 YR	2135	838.3	841.7		841.9	5.0	566.1	332.7
1	1200	100 YR	2135	832.5	836.7	836.7	837.9	8.7	258.0	132.7
1	800	100 YR	2135	829.9	834.9		835.2	4.6	682.4	389.4
1	400	100 YR	2300	827.9	832.4	832.0	833.0	6.5	434.3	264.6
1	200	100 YR	2300	826.0	832.2		832.3	3.4	1045.1	430.6
2	2150	100 YR	330	857.4	859.4	859.4	859.8	6.5	76.9	91.1
2	2020	100 YR	330	855.2	856.6	856.6	857.19	6.0	58.6	55.8
2	1900	100 YR	330	853	855.4	855.4	855.8	6.3	89.9	127.1
2	1700	100 YR	330	845.6	847.8		847.85	0.8	433.3	228.2
2	1400	100 YR	330	846.5	847.5	847.4	847.7	3.9	97.5	163.9
2	1125	100 YR	555	841.6	843.5	843.5	843.95	5.6	108.7	138.3
2	1050	100 YR	555	840.8	842.3	842.3	842.71	5.2	110.8	150.3
2	900	100 YR	555	838.5	840.4	840.4	840.81	6.0	141.8	176.5
2	800	100 YR	555	837.5	839.1	838.8	839.22	4.7	202.1	272.3
2	600	100 YR	555	835.5	836.8	836.8	837.09	5.1	140.9	229.4
3	650	100 YR	435	835.5	836.6	836.6	837.03	5.1	87.1	113.9
3	550	100 YR	435	832	833.9	833.8	834.17	4.0	108.3	132.4
3	450	100 YR	435	831	832.3	832.3	832.71	5.1	88.1	121.5
3	300	100 YR	435	829.5	832.2		832.23	0.4	1419.3	722.7
0.5	120	100 YR	3295	826	832.1		832.17	2.6	1773.2	645.1
0.5	100	100 YR	3295	825.8	832.1		832.16	2.6	1767.2	644.3
0	0	100 YR	3295	825.6	832.0	831.0	832.09	3.2	1584.0	692.0
0	-5		Culvert							
0	-100	100 YR	3295	825	830.0	830.0	830.4	6.4	902.8	549.3
0	-300	100 YR	3295	824.5	829.0	828.4	829.28	7.1	871.4	481.5
0	-500	100 YR	3295	823.9	827.8	827.3	828.23	8.1	743.5	402.2

100 YEAR PROPOSED HEC RAS OUTPUT (02/17/20)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)
1	2800	100 YR	2055	847.8	851.0		851.3	4.3	502.0	270.6
1	2400	100 YR	2055	843.0	846.5	846.5	847.4	7.8	276.0	183.1
1	2200	100 YR	2055	839.5	844.4		844.8	5.2	451.3	193.5
1	2000	100 YR	2055	838.8	843.6		843.9	5.0	503.2	240.4
1	1600	100 YR	2180	838.3	841.7		842.0	5.1	576.7	334.5
1	1200	100 YR	2180	832.5	836.7	836.7	837.9	8.7	262.0	134.3
1	800	100 YR	2180	829.9	834.9		835.2	4.8	676.0	387.9
1	400	100 YR	2230	827.9	832.4		833.0	6.4	422.5	259.9
1	200	100 YR	2230	826.0	832.2		832.3	3.3	1027.6	427.8
2	2150	100 YR	345	857.4	859.4	859.4	859.9	6.5	80.1	93.6
2	2020	100 YR	345	855.2	857.9	856.6	858.1	3.5	98.5	162.6
2	1940		Culvert							
2	1900	100 YR	345	853.0	854.4	854.4	855.1	6.8	51.0	63.3
2	1700	100 YR	345	845.6	847.9		847.9	0.8	438.3	228.6
2	1400	100 YR	345	846.5	847.4	847.4	847.7	4.5	89.1	169.3
2	1125	100 YR	540	841.6	845.3	843.5	845.6	4.1	133.3	108.0
2	1055		Culvert							
2	1050	100 YR	540	840.8	842.7	842.7	843.7	7.8	69.0	197.6
2	900	100 YR	540	838.5	840.4	840.4	840.8	6.0	139.0	175.6
2	800	100 YR	540	837.5	839.1	838.8	839.2	4.6	197.5	270.7
2	600	100 YR	540	835.5	836.7	836.7	837.1	5.0	138.3	227.3
3	650	100 YR	415	835.5	836.3	836.3	836.7	4.7	89.7	137.4
3	550	100 YR	415	830.3	832.6	831.7	832.9	4.2	98.6	60.7
3	455		Culvert							
3	450	100 YR	415	830.0	832.0	831.5	832.4	5.0	83.0	178.8
3	300	100 YR	415	829.5	832.2		832.2	0.4	1386.3	713.2
0.5	120	100 YR	3160	826.0	832.1		832.1	2.6	1750.8	642.9
0.5	100	100 YR	3160	825.8	832.1		832.1	2.6	1745.3	642.1
0	0	100 YR	3160	825.6	832.0	831.0	832.1	3.1	1564.1	688.0
0	-5		Culvert							
0	-100	100 YR	3160	825.0	830.0	830.0	830.4	6.2	898.8	548.4
0	-300	100 YR	3160	824.5	828.9	828.4	829.2	7.0	843.0	476.0
0	-500	100 YR	3160	823.9	827.8	827.2	828.2	8.0	719.3	394.9

Drainage Model Analysis Points vs. HEC-RAS Flow Data

HEC-RAS Station	Analysis Point	100 Year Flows (CFS)			
		Existing DAM	Existing HEC-RAS	Proposed DAM	Proposed HEC-RAS
Reach 0 - Sta. 0	AP0	3,293	3,295	3,159	3,160
Reach 0.5 - Sta. 120	AP0	3,293	3,295	3,159	3,160
Reach 1 - Sta. 400	J0+J2+J3	2,300	2,300	2,227	2,230
Reach 1 - Sta. 1600	J2	2,131	2,135	2,180	2,180
Reach 1 - Sta. 2800	J6	2,053	2,055	2,053	2,055
Reach 2 - Sta. 1125	J1	552	555	538	540
Reach 2 - Sta. 2150	J5	329	330	344	345
Reach 3 - Sta. 650	J4	432	435	412	415

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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

HEC-RAS SCHEMATIC

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
11

PLOTTED BY: leslie
PLOT DATE: 3/5/2020 11:38am
LAYOUT: 200
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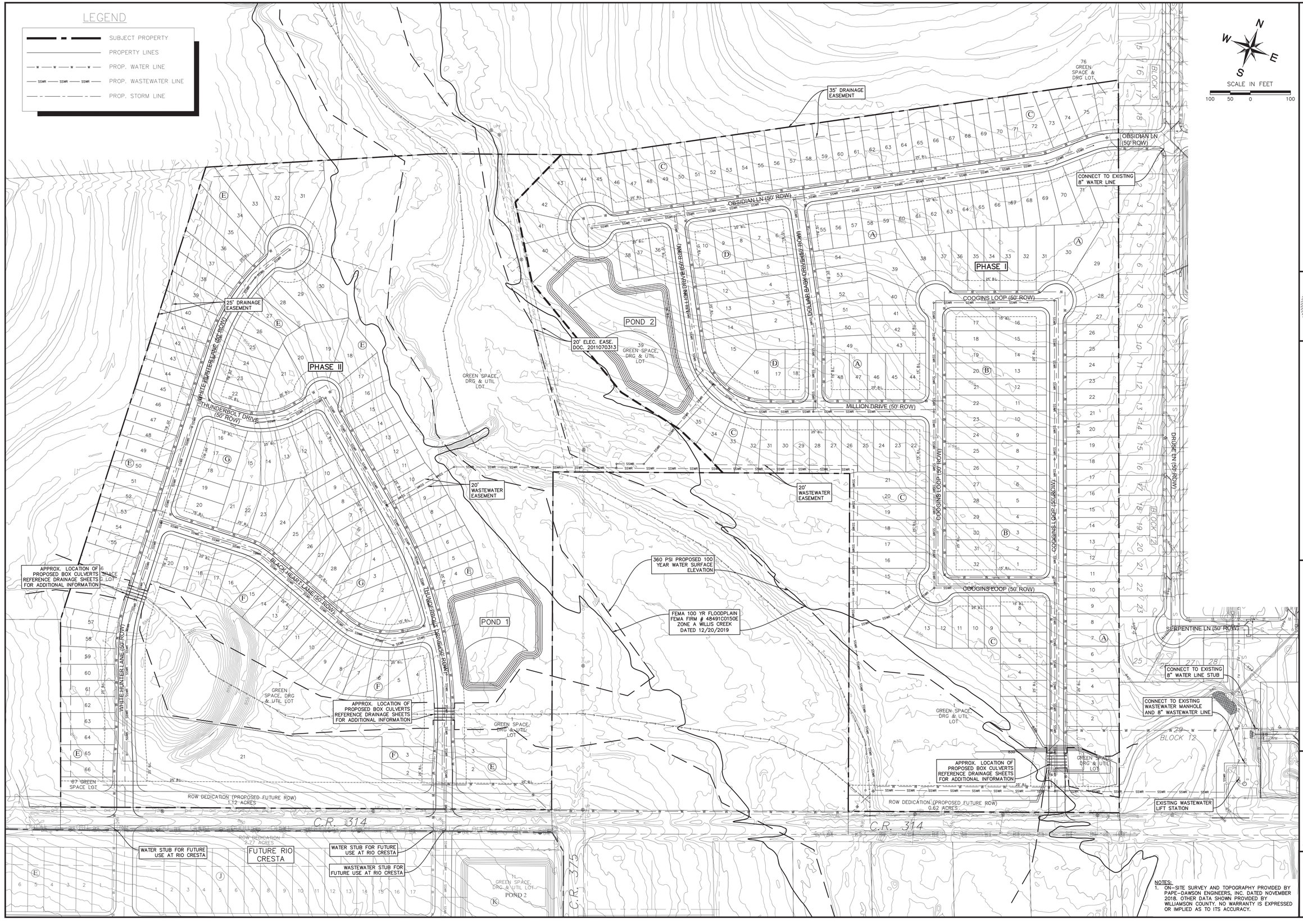

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RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

OVERALL UTILITY LAYOUT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
12

PLOT DATE: 3/5/2020 11:49am
PLOTTED BY: leslie
LAYOUT: u3
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MATCHLINE SHEET 3 OF 4

MATCHLINE SHEET 2 OF 4

THUNDERBOLT DRIVE (50' ROW)

BLACK HEART LANE (50' ROW)

WHITE HUNTER LANE (60' ROW)

THUNDERBOLT DRIVE (60' ROW)

C.R. 314

C.R. 375

PHASE II

POND 1

POND 2

GREEN SPACE, DRG & UTIL LOT

25' DRAINAGE EASEMENT

20' WASTEWATER EASEMENT

APPROX. LOCATION OF PROPOSED BOX CULVERTS REFERENCE DRAINAGE SHEETS FOR ADDITIONAL INFORMATION

360 PSI PROPOSED 100 YEAR WATER SURFACE ELEVATION

67 GREEN SPACE LOT

ROW DEDICATION (PROPOSED FUTURE ROW) 1.12 ACRES

ROW DEDICATION 2.77 ACRES

WATER STUB FOR FUTURE USE AT RIO CRESTA

WASTEWATER STUB FOR FUTURE USE AT RIO CRESTA

FUTURE RIO CRESTA

N

W E

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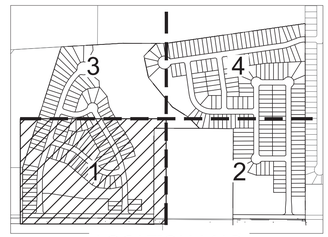
SCALE IN FEET

60 30 0 60



LOCATION MAP

N.T.S.

LEGEND

SUBJECT PROPERTY

PROPERTY LINES

PROP. WATER LINE

PROP. WASTEWATER LINE

NOTES:

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1/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 1 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
13

PLOTTED BY: isaiah
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MATCHLINE SHEET 4 OF 4

WILLIAM DRIVE (50' ROW)

MATCHLINE SHEET 1 OF 4

20' WASTEWATER EASEMENT

PHASE I

COOGINS LOOP (50' ROW)

DRUSEN LN (50' ROW)

SERPENTINE LN (50' ROW)

FEMA 100 YR FLOODPLAIN
FEMA FIRM # 48491C0150E
ZONE A WILLIS CREEK
DATED 12/20/2019

360 PSI PROPOSED 100 YEAR WATER SURFACE ELEVATION

GREEN SPACE, DRG & UTIL LOT

ROW DEDICATION (PROPOSED FUTURE ROW)
0.62 ACRES

C.R. 314

APPROX. LOCATION OF PROPOSED BOX CULVERTS REFERENCE DRAINAGE SHEETS FOR ADDITIONAL INFORMATION

CONNECT TO EXISTING 8" WATER LINE STUB

CONNECT TO EXISTING WASTEWATER MANHOLE AND 8" WASTEWATER LINE

EXISTING WASTEWATER LIFT STATION

4" METAL FENCE POST

N
W E
S

SCALE IN FEET
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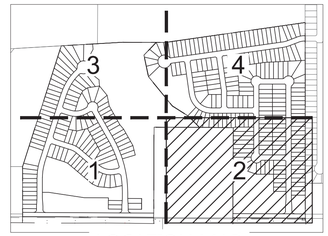

LOCATION MAP
N.T.S.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE

NOTES:
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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 2 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
14

PLOTTED BY: kelie
PLOT DATE: 3/25/2020 11:52am
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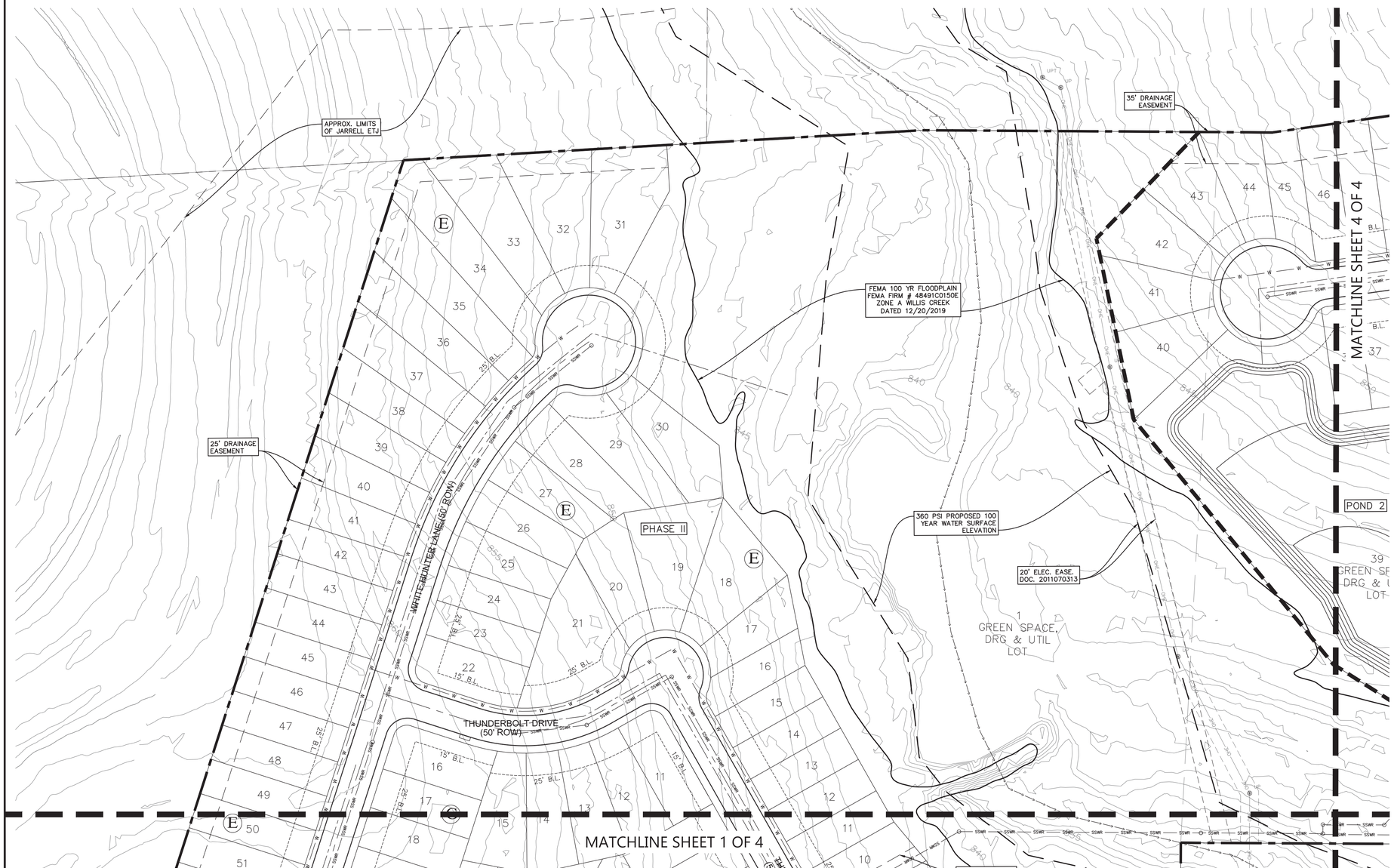

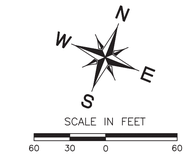

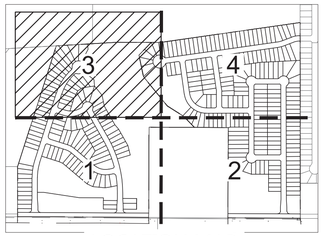

LOCATION MAP
N.T.S.

LEGEND

- SUBJECT PROPERTY
- PROPERTY LINES
- W — W — W — W — PROP. WATER LINE
- SSWR — SSWR — SSWR — PROP. WASTEWATER LINE

NOTES:
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3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 3 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
15

PLOTTED BY: tesla
PLOT DATE: 3/5/2020 11:50am
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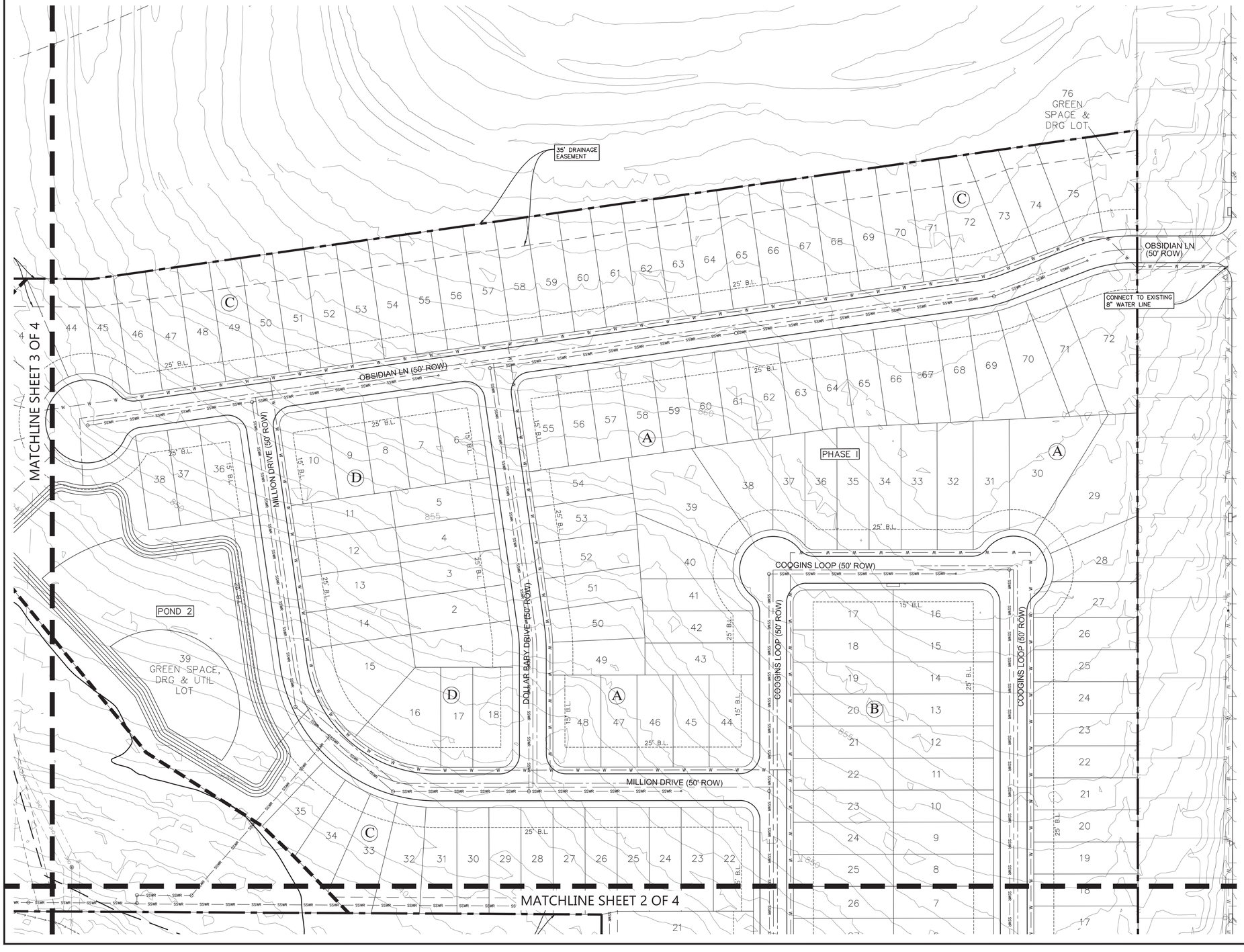

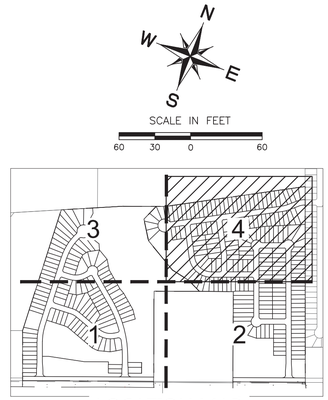

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PHONE (512) 354-4682
FAX (512) 351-3331

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
3/5/2020

RIO BRAVO SUBDIVISION
(FORMERLY KNOWN AS EASTWOOD SUBDIVISION PHASE III)
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 4 OF 4)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MARCH 2020
Project No.

SHEET
16

PLOT DATE: 3/5/2020 11:48am PLOTTED BY: Irene
FILE: C:\Users\Irene\Documents\WORK\Centex Development\Eastwood Phase 3\Civil\Utility\Eastwood III Prelim Plat.DWG LAYOUT: UTIL 04 PAGE SETUP: 24x36 XREF ATTACH: Sheet 1 of 4 - Overall Layout.dwg, Sheet 2 of 4 - Utility Layout.dwg, Sheet 3 of 4 - Utility Layout.dwg, Sheet 4 of 4 - Utility Layout.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 03/24/2020

Discuss consider and take appropriate action on approval of the final plat for the Park at Blackhawk IV Phase 3 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 Park at Blackhawk IV Phase 3 subdivision – Precinct 4.

Background

This is the next section of the Park at Blackhawk IV development. Only a small portion of the rear of Lots 46-50, Block K and no roads are located within Williamson County. The majority of this subdivision lies within Travis County and the entire subdivision is located within the ETJ of the City of Pflugerville. There are 78 lots and 3,256 feet of new public roads in total.

Timeline

2018-05-22 – Initial submittal of final plat
2018-07-20 – 1st review complete with comments
2018-09-18 – 2nd submittal of final plat
2018-12-03 – 2nd review of final plat with comments
2019-01-24 – 3rd submittal of final plat
2019-01-24 – 3rd review complete with comments
2020-03-11 – receipt of final plat with all signatures
2020-03-19 – final plat placed on March 24, 2020 Court agenda for consideration

Fiscal Impact

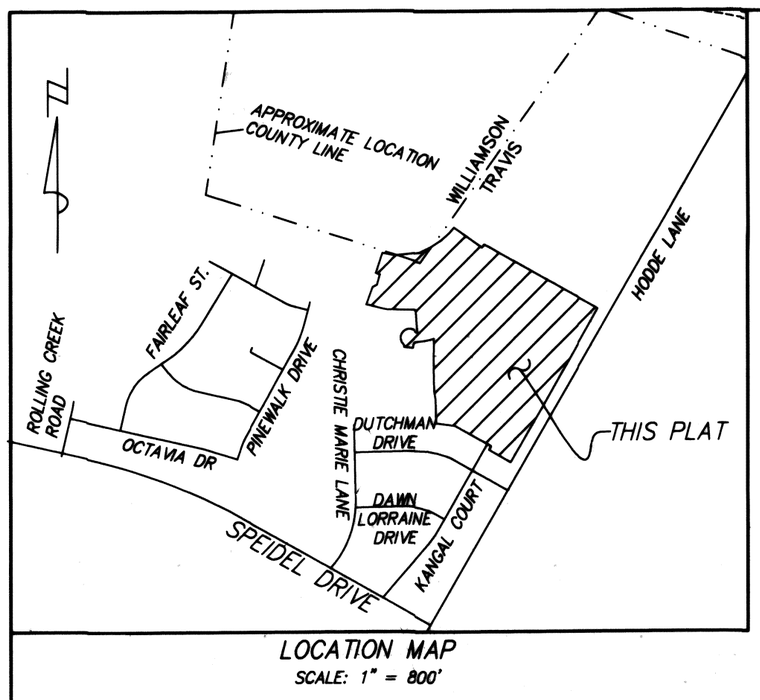
From/To	Acct No.	Description	Amount

Attachments

final plat - Park at Blackhawk IV Phase 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 12:59 PM
Form Started By: Adam Boatright		Started On: 03/19/2020 11:57 AM
Final Approval Date: 03/19/2020		



LOCATION MAP
SCALE: 1" = 800'

FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 3

TRAVIS AND WILLIAMSON COUNTIES, TEXAS

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

S:\LAND2501-2550\2523\dwg\2523-plat.DWG 10/24/2019 10:57:36 AM CDT

DATE: May 23, 2018

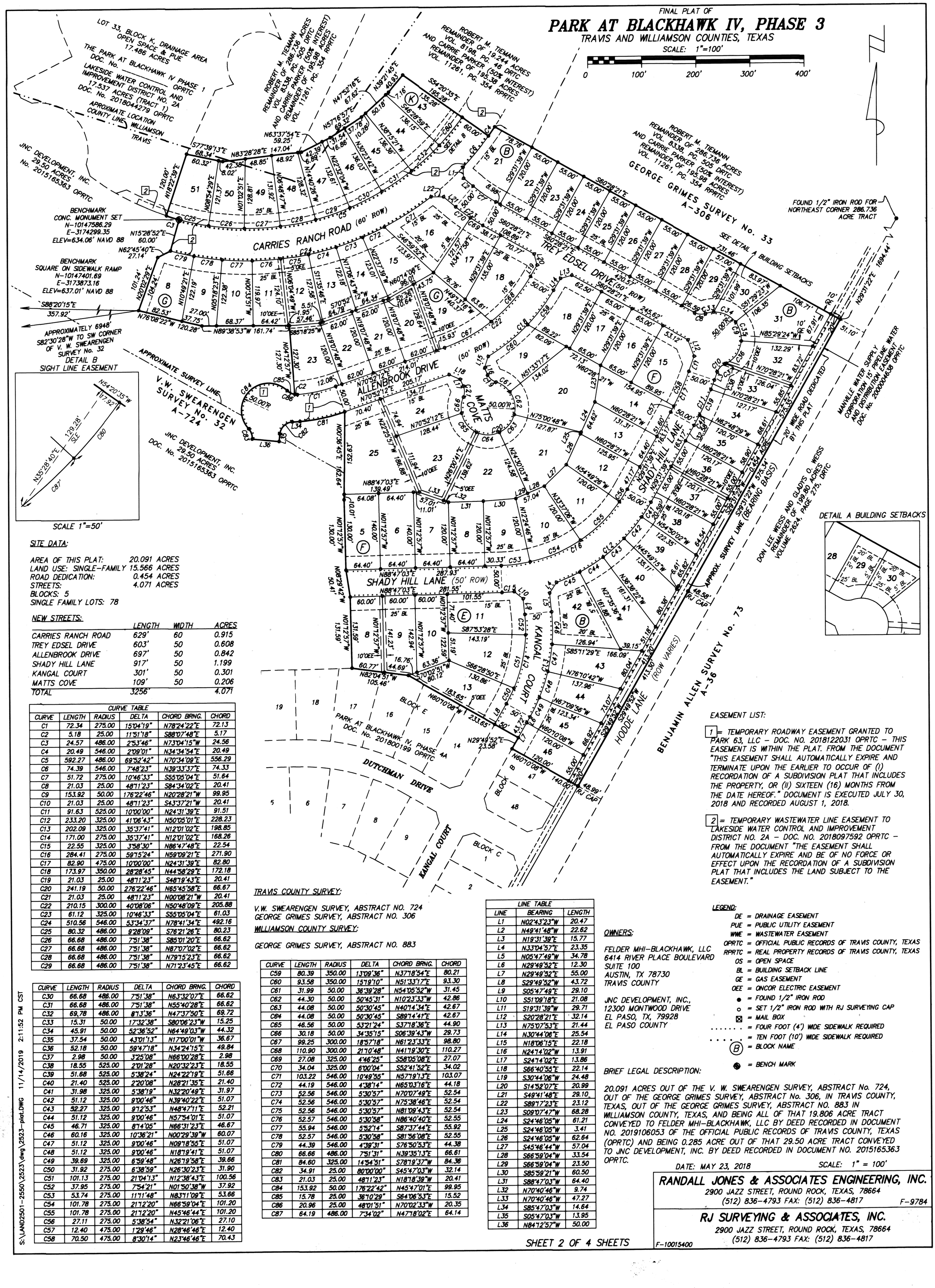
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

FINAL PLAT OF
PARK AT BLACKHAWK IV, PHASE 3
TRAVIS AND WILLIAMSON COUNTIES, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'


LOT 33, BLOCK K, DRAINAGE AREA OPEN SPACE & PUE 17.486 ACRES
THE PARK AT BLACKHAWK IV PHASE 1 DOC. No. _____ OPRTC
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A 17.537 ACRES (TRACT 1) DOC. No. 2018044279 OPRTC
APPROXIMATE LOCATION COUNTY LINE WILLIAMSON TRAVIS
JNC DEVELOPMENT, INC. 29.50 ACRES No. 2015165363 OPRTC
ROBERT M. TIEMANN REMAINDER OF 286.736 ACRES VOL. 8338, PG. 505 DRTC AND CARRIE PARKER (50% INTEREST) REMAINDER OF 195.98 ACRES VOL. 11261, PG. 354 RPRTC
ROBERT M. TIEMANN REMAINDER OF 19.244 ACRES VOL. 8198, PG. 46 DRTC AND CARRIE PARKER (50% INTEREST) REMAINDER OF 195.38 ACRES VOL. 11261, PG. 354 RPRTC
GEORGE GRIMES SURVEY No. 33 A-306
BENCHMARK CONC. MONUMENT SET N-10147586.29 E-3174299.35 ELEV=634.06' NAVD 88
BENCHMARK SQUARE ON SIDEWALK RAMP N-10147401.69 E-3173873.16 ELEV=637.01' NAVD 88
CARRIES RANCH ROAD (60' ROW)
TREY EDSEL DRIVE (50' ROW)
ALLENBROOK DRIVE (50' ROW)
SHADY HILL LANE (50' ROW)
KANGAL COURT
MATTS COVE
HODDE LANE (ROW VARIES)
DUTCHMAN DRIVE
BLOCK E
BLOCK B
BLOCK C
PARK AT BLACKHAWK IV, PHASE 4A DOC. No. 201800199 OPRTC
FOUND 1/2" IRON ROD FOR NORTHEAST CORNER 286.736 ACRE TRACT
SEE DETAIL A BUILDING SETBACKS
731.46'
N29°31'22"E 1694.44'
APPROX. SURVEY LINE (BEARING BASIS)
S29°31'22"W 575.34'
20' WIDE ROAD DEDICATED BY THIS PLAT
MANVILLE WATER SUPPLY CORPORATION 15' PIPELINE WATER AND DISTRIBUTION EASEMENT DOC. No. 2000004638 OPRTC
DON LEE WEISS AND GLADYS O. WEISS REMAINDER OF 199.80 ACRES VOLUME 2624, PAGE 275, DRTC
BENJAMIN ALLEN SURVEY No. 73 A-36
V.W. SWEARENGEN SURVEY No. 32 A-724
APPROXIMATE SURVEY LINE
APPROXIMATELY 6948' S82°30'28"W TO SW CORNER OF V. W. SWEARENGEN SURVEY No. 32
S88°20'15"E 357.92'
N76°08'22"W 120.28'
N89°38'53"W 161.74'
S85°18'25"W
N04°12'57"W 127.30'
N00°36'45"E 162.64'
N09°29'42"W 50.41'
N82°04'51"W 105.46'
S70°02'51"W 80.12'
N60°10'08"W 233.65'
N29°49'52"E 23.58'
S66°28'50"E 130.86'
N88°47'03"E 139.49'
N88°47'03"E 287.93'
N88°47'03"E 281.55'
S87°53'28"E 143.19'
N29°31'39"E 135.00'
S60°28'21"E 108.89'
S60°28'21"E 420.57'
S60°28'21"E 245.62'
N29°31'39"E 154.95'
N60°28'21"W 131.31'
N60°28'21"W 125.95'
N54°49'26"W 120.00'
N33°37'06"W 120.00'
N12°24'46"W 120.00'
N45°49'15"W 135.11'
N36°36'22"W 161.31'
N27°35'36"W 161.88'
N76°10'42"W 137.96'
N67°09'56"W 123.34'
N60°10'08"W 120.00'
N60°10'08"W 140.00'
S29°49'52"W 73.07'
S29°49'52"W 80.04'
S29°49'52"W 66.92'
S29°49'52"W 43.72'
S85°11'29"E 166.09'
N85°29'24"W 132.29'
N70°28'21"W 83.72'
N70°28'21"W 126.04'
N70°28'21"W 127.17'
N62°48'29"W 120.70'
N60°28'21"W 120.17'
N60°28'21"W 120.17'
N60°28'21"W 120.18'
N54°50'02"W 122.35'
S57°29'23"W 106.35'
S29°31'39"W 120.00'
S29°31'39"W 120.00'
S29°31'39"W 120.00

1. THIS PLAT LIES WITHIN THE CITY OF PFLUGERVILLE ETJ.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAKESIDE WCID No. 2A. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY. (WHOLESALE) WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE (WHOLESALE). NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
3. A TEN FOOT PUBLIC UTILITY AND SIDEWALK EASEMENT (PUE) IS HEREBY DEDICATED BY THIS PLAT ALONG ALL STREET FRONTAGE.
4. EASEMENTS DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE No. 1206-15-02-24 AND CITY OF PFLUGERVILLE ORDINANCE. THE GRANTOR, HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
6. THE PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
7. A MINIMUM OF A FOUR FOOT (4') SIDEWALK SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALLENBROOK DRIVE, TREY EDSEL DRIVE, SHADY HILL LANE, MATTS COVE, KANGAL COURT AND CARRIES RANCH ROAD.
8. STREETLIGHTS SHALL BE INSTALLED AND IN FULL WORKING ORDER WITH THE PUBLIC IMPROVEMENTS. ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.
9. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WATER AND WASTERWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE No. 1179-14-16-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
10. THIS SUBDIVISION SHALL MITIGATE THE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
11. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE #1203-15-02-24 AND CITY RESOLUTION #1224-09-08-25-8A.
12. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING MANUAL, AS AMENDED.
13. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH THE APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
14. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
15. ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
16. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
17. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
18. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, IMPLEMENT A STORM WATER POLLUTION PREVENTION CONTROL PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
19. THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2002010202 AND 2018172338 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.
20. LOTS 31-46 BLOCK B, ARE PROHIBITED FROM TAKING ACCESS TO HODDE LANE.
21. SETBACKS ARE AS FOLLOWS: FRONT: 25'; REAR: 20'; SIDE: 5'; AND STREET SIDE: 15'.
22. A MASONRY FENCE OR PRIVACY WALL SHALL BE CONSTRUCTED ALONG THE EXTENT OF LOTS 31-46 BLOCK B, FACING HODDE LANE. MASONRY FENCE OR PRIVACY WALL SHALL BE OWNED/MAINTAINED BY BY THE HOA.
23. THE ASSESSED WASTEWATER IS $1362.00 PER LOT PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND & CATTLE, INC. AND THE CITY OF PFLUGERVILLE, TEXAS INCLUDING CONSENT TO CREATION OF WATER CONTROL AND IMPROVEMENT DISTRICTS AND THE DEVELOPMENT OF A CERTAIN 1113 ACRE TRACT LOCATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS DATED APRIL 29, 1997, AS AMENDED.
24. A TEN (10) FOOT PUBLIC SIDEWALK IS REQUIRED ALONG HODDE LANE. THE SIDEWALKS ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
25. PARKLAND DEDICATION REQUIREMENT NOTE: TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.
26. LOTS 46-50, BLOCK K MAY BE LOCATED WITHIN BOTH TRAVIS AND WILLIAMSON COUNTY, WHICH COULD AFFECT ESD'S RESPONSE.
27. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
28. 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.
29. 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.
30. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FOR LOTS PARTIALLY IN WILLIAMSON COUNTY INCLUDING LOTS 46, 47, 48, 49 AND 50 FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
31. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

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FINAL PLAT OF

PARK AT BLACKHAWK IV, PHASE 3

TRAVIS AND WILLIAMSON COUNTIES, TEXAS

LOT AREAS:

BLOCK B

LOT 21 = 9,973 S.F.
LOT 22 = 6,600 S.F.
LOT 23 = 6,600 S.F.
LOT 24 = 6,600 S.F.
LOT 25 = 6,600 S.F.
LOT 26 = 6,600 S.F.
LOT 27 = 6,600 S.F.
LOT 28 = 6,600 S.F.
LOT 29 = 6,631 S.F.
LOT 30 = 6,239 S.F.
LOT 31 = 12,407 S.F.
LOT 32 = 7,829 S.F.
LOT 33 = 7,178 S.F.
LOT 34 = 7,388 S.F.
LOT 35 = 6,786 S.F.
LOT 36 = 6,609 S.F.
LOT 37 = 6,610 S.F.
LOT 38 = 7,060 S.F.
LOT 39 = 7,816 S.F.
LOT 40 = 9,422 S.F.
LOT 41 = 11,146 S.F.
LOT 42 = 11,503 S.F.
LOT 43 = 9501 S.F.
LOT 44 = 7950 S.F.
LOT 45 = 7179 S.F.
LOT 46 = 6600 S.F.

BLOCK E

LOT 8 = 8,185 S.F.
LOT 9 = 8,701 S.F.
LOT 10 = 7,966 S.F.
LOT 11 = 10,637 S.F.
LOT 12 = 10,433 S.F.
LOT 13 = 10,596 S.F.

BLOCK F

LOT 5 = 17,208 S.F.
LOT 6 = 9,016 S.F.
LOT 7 = 8,482 S.F.
LOT 8 = 7,728 S.F..
LOT 9 = 8,741 S.F.
LOT 10 = 9,650 S.F.
LOT 11 = 9,650 S.F.
LOT 12 = 8,409 S.F.
LOT 13 = 8,284 S.F.
LOT 14 = 9,165 S.F.
LOT 15 = 9,820 S.F.
LOT 16 = 7,800 S.F.
LOT 17 = 7,800 S.F.
LOT 18 = 9,581 S.F.
LOT 19 = 9,274 S.F.
LOT 20 = 16,825 S.F.
LOT 21 = 12,646 S.F.
LOT 22 = 12,585 S.F.
LOT 23 = 13,678 S.F.
LOT 24 = 10,656 S.F.
LOT 25 = 17,208 S.F.

BLOCK G

LOT 8 = 8,668 S.F.
LOT 9 = 7,234 S.F.
LOT 10 = 7,491 S.F.
LOT 11 = 7,098 S.F.
LOT 12 = 7,389 S.F.
LOT 13 = 7,281 S.F.
LOT 14 = 7,134 S.F.
LOT 15 = 8,383 S.F.
LOT 16 = 11,428 S.F.
LOT 17 = 9,008 S.F.
LOT 18 = 11,196 S.F.
LOT 19 = 10,644 S.F.
LOT 20 = 7,688 S.F.
LOT 21 = 7,440 S.F.
LOT 22 = 7,440 S.F.
LOT 23 = 9,188 S.F.

BLOCK K

LOT 43 = 7790 S.F.
LOT 44 = 8,206 S.F.
LOT 45 = 7,803 S.F.
LOT 46 = 7,716 S.F.
LOT 47 = 7,509 S.F.
LOT 48 = 7,542 S.F.
LOT 49 = 7,554 S.F.
LOT 50 = 7,241 S.F.
LOT 51 = 8,540 S.F.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT I, WILLIAM L. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND IN COMPLIANCE WITH CHAPTER 482 OF THE TRAVIS COUNTY CODE, THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

5 NOVEMBER 2019
WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425
STATE OF TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THE FULLY DEVELOPED 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREON.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0285H, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

I, J. KEITH COLLINS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, FOLLOWS CHAPTER 482 OF TRAVIS COUNTY CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

11/5/19
J. KEITH COLLINS
LICENSED PROFESSIONAL ENGINEER No. 80579
STATE OF TEXAS

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

PARKLAND DEDICATION REQUIREMENT NOTE:

TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TIEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.

20.091 ACRES OUT OF THE V. W. SWEARENGEN SURVEY, ABSTRACT No. 724, OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT No. 306, IN TRAVIS COUNTY, TEXAS, OUT OF THE GEORGE GRIMES SURVEY, ABSTRACT NO. 883, IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT 19.806 ACRE TRACT CONVEYED TO FELDER MHI-BLACKHAWK, LLC BY DEED RECORDED IN DOCUMENT NO. 2019106053 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (OPRTC) AND BEING 0.285 ACRE OUT OF THAT 29.50 ACRE TRACT CONVEYED TO JNC DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2015165363 OPRTC, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2"iron found on the West Line of Hodde Lane at the northeast corner of said 29.50 Acre Tract, said point being the southeast corner of said 19.806 Acre Tract;

THENCE along the northeasterly line of said 29.50 Acre Tract, and along the southwesterly line of said 19.806 Acre Tract the following eight courses:

1. N60°10'08"W a distance of 140.00 feet to a 1/2"iron rod set;
2. N29°49'52"E a distance of 23.58 feet to a 1/2"iron rod set;
3. N60°10'08"W a distance of 233.65 feet to a 1/2"iron rod set;
4. N82°04'51"W a distance of 105.46 feet to a 1/2"iron rod set;
5. N01°12'57"W a distance of 131.59 feet to a 1/2"iron rod set;
6. N08°29'42"W a distance of 50.41 feet to a 1/2"iron rod set;
7. N01°12'57"W a distance of 130.00 feet to a 1/2"iron rod set;
8. N00°36'45"E a distance of 162.64 feet to a 1/2"iron rod set at a point of curvature of a non-tangent curve to the right at an angle point of said 29.50 Acre Tract;

THENCE across said 29.50 Acre Tract the following eight courses:

1. Westerly along the arc of said curve to the right, an arc length of 84.60 feet, said curve having a radius of 325.00 feet, a central angle of 14°54'51" and a chord bearing S78°19'37"W, 84.36 feet to a 1/2"iron rod set;
2. S85°47'03"W a distance of 14.64 feet to a 1/2"iron rod set at a point of curvature of a tangent curve to the left;
3. Southwesterly along the arc of said curve to the left, an arc length of 34.91 feet, said curve having a radius of 25.00 feet, a central angle of 80°00'00", and a chord bearing S45°47'03"W, 32.14 feet to a 1/2"iron rod set;
4. S05°47'03"W a distance of 13.95 feet to a 1/2"iron rod set;
5. N84°12'57"W a distance of 50.00 feet to a 1/2"iron rod set at a point of curvature of a tangent curve to the left;
6. Northerly along the arc of said curve to the left, an arc length of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23" and a chord bearing N18°18'39"W, 20.41 feet to a 1/2"iron rod set at a point of reverse curvature of a curve to the right;
7. Northeasterly along the arc of said curve to the right, an arc length of 153.92 feet, said curve having a radius of 50.00 feet, a central angle of 176°22'42", and a chord bearing N45°47'01"E, 99.95 feet to a 1/2"iron rod set at a point of reverse curvature of a curve to the left;
8. Southeasterly along the arc of said curve to the left, an arc length of 15.78 feet, said curve having a radius of 25.00 feet, a central angle of 36°10'29", and a chord bearing S64°06'53"E, 15.52 feet to a 1/2"iron rod set at an angle point of said 29.50 Acre Tract;

THENCE along the northeasterly line of said 29.50 Acre Tract, and along the southwesterly line of said 19.806 Acre Tract the following seven courses:

1. N04°12'57"W a distance of 127.30 feet to a 1/2"iron rod set;
2. N89°38'53"W a distance of 161.74 feet to a 1/2"iron rod set;
3. N76°08'22"W a distance of 120.28 feet to a 1/2"iron rod set, from which point the Southwest Corner of the V.W. Swearengen Survey No. 32 bears S82°30'28"W a distance of approximately 6948 feet;
4. N20°02'29"E a distance of 104.24 feet to a 1/2"iron rod set;
5. N62°45'40"E a distance of 27.14 feet to a 1/2"iron rod set;
6. N15°28'52"E a distance of 60.00 feet to a 1/2"iron rod set in Concrete Monument at a point of curvature of a tangent curve to the right;
7. Northwesterly along the arc of said curve to the right, an arc length of 24.57 feet, said curve having a radius of 486.00 feet, a central angle of 02°53'46" and a chord bearing N73°04'15"W, 24.56 feet to a 1/2"iron rod set for the most southerly corner of that 17.537 Acre Tract (Tract 1) conveyed to Lakeside Water Control and Improvement District No. 2A by deed recorded in Document No. 2018044279 OPRTC;

THENCE N18°22'39"E along the easterly line of said 17.537 Acre Tract and along the westerly line of said 19.806 Acre Tract, a distance of 120.00 feet to a 1/2"iron rod set for the Northwest Corner of said 19.806 Acre Tract;

THENCE along the North Line of said 19.806 Acre Tract, across the remainder of that 286.736 Acre Tract conveyed to Robert M. Tiemann (Carrie Parker 50% interest in the remainder of that 195.98 Acre Tract per deed recorded in Volume 11261, Page 354 of the Real Property Records of Travis County, Texas (RPRTC)) by deed recorded in Volume 8338, Page 505 of the Deed Records of Travis County, Texas (DRTC), and across the remainder of that 19.244 Acre Tract conveyed to Robert M. Tiemann (Carrie Parker 50% interest in the remainder of that 195.98 Acre Tract per deed recorded in Volume 11261, Page 354 RPRTC) by deed recorded in Volume 8198, Page 46 DRTC the following nine courses:

1. S77°39'13"E a distance of 68.34 feet to a 1/2"iron rod set;
2. N83°28'28"E a distance of 147.04 feet to a 1/2"iron rod set;
3. N63°37'54"E a distance of 59.25 feet to a 1/2"iron rod set;
4. N57°16'57"E a distance of 69.32 feet to a 1/2"iron rod set;
5. N47°52'16"E a distance of 67.62 feet to a 1/2"iron rod set;
6. N39°21'45"E a distance of 40.93 feet to a 1/2"iron rod set;
7. S54°20'35"E a distance of 195.28 feet to a 1/2"iron rod set at a point of curvature of a tangent curve to the left;
8. Northeasterly along the arc of said curve to the left, an arc length of 20.49 feet, said curve having a radius of 546.00 feet, a central angle of 02°09'01" and a chord bearing N34°34'54"E, 20.49 feet to a 1/2"iron rod set;
9. S60°28'21"E a distance of 731.46 feet to a 1/2"iron rod set for the Northeast Corner of said 19.806 Acre Tract on the west line of Hodde Lane and the east line of said 286.736 Acre Tract;

THENCE along the west line of Hodde Lane and the east line of said 19.806 Acre Tract the following two courses:

1. S29°31'22"W (Bearing Basis) a distance of 575.34 feet to a 1/2"iron rod found;
2. S29°49'52"W a distance of 413.30 feet to the said POINT OF BEGINNING.

Containing 20.091 acres, more or less.
All iron rods set have "RJ SURVEYING" caps.
All Bearings are based on the West line of Hodde Lane, called South 29°31'22" West.

DATE: MAY 23, 2018

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

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

FINAL PLAT OF
PARK AT BLACKHAWK IV, PHASE 3
TRAVIS AND WILLIAMSON COUNTIES, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT FELDER MHI-BLACKHAWK, LLC, ACTING BY AND THROUGH STEVEN A. KRASOFF, PRESIDENT AND CHIEF EXECUTIVE OFFICER, OWNER OF THAT 19.806 ACRES CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2019106053 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 19.806 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "PARK AT BLACKHAWK IV, PHASE 3" AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY, TRAVIS COUNTY AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 4 DAY OF December, 2019, A.D.

FELDER MHI-BLACKHAWK, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: SCOTT FELDER HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, MEMBER

BY: _____ VP

STEVEN A. KRASOFF, PRESIDENT, ~~AND CHIEF EXECUTIVE OFFICER~~ Vice
FELDER MHI-BLACKHAWK, LLC
6414 RIVER PLACE BOULEVARD, SUITE 100
AUSTIN, TX 78730

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN A. KRASOFF, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4 DAY OF December, 2019, A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

CHELLE A THEIS
Notary Public, State of Texas
Comm. Expires 09-15-2021
Notary ID 8531715

PRINTED NAME: Chelle A. Theis

MY COMMISSION EXPIRES: 9/15/2021

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT JNC DEVELOPMENT, INC., OWNER OF THAT REMAINDER OF 29.50 ACRES BY DEED RECORDED IN DOCUMENT NO. 2015165363 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 0.285 ACRE OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "PARK AT BLACKHAWK IV, PHASE 3" AND DOES HEREBY DEDICATE TO WILLIAMSON COUNTY, TRAVIS COUNTY AND THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE 26 DAY OF November, 2019, A.D.

JNC DEVELOPMENT, INC., A TEXAS CORPORATION

BY: _____
CARLOS D. BOMBACH, CHIEF OPERATING OFFICER
JNC DEVELOPMENT, INC, A TEXAS CORPORATION
12300 MONTWOOD DRIVE
EL PASO, TEXAS 79928

STATE OF TEXAS

COUNTY OF El Paso

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Carlos D. Bombach KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF NOVEMBER, 2019, A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

DANA ALBRECHT
Notary ID #131797288
My Commission Expires
November 14, 2022

PRINTED NAME: Dana Albrecht

MY COMMISSION EXPIRES: 11-14-22

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED JULY 17, 2019, RECORDED AS DOCUMENT NO. 2019106054 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 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: Nick Fuhrman

TITLE: Senior Vice President

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Nick Fuhrman, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15 DAY OF November, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

ERIN R. WELCH
Notary Public, State of Texas
Commission Expires 08-15-2022
Notary ID 128354555

PRINTED NAME: Erin R. Welch

MY COMMISSION EXPIRES: 08-15-2022

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED JULY 12, 2019, RECORDED AS DOCUMENT NO. 2019106056 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

ROWE LANE DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: TIEMANN LAND AND CATTLE DEVELOPMENT, INC., A TEXAS CORPORATION, GENERAL PARTNER

BY: _____
MATTHEW R. TIEMANN, PRESIDENT

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED MATTHEW R. TIEMANN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19 DAY OF November, 2019 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

DANA SMITH
MY COMMISSION EXPIRES
AUGUST 15, 2023
NOTARY ID: 132131802

PRINTED NAME: Dana Smith

MY COMMISSION EXPIRES: 08-15-2023

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

APPROVED THIS 2 DAY OF February, 2020, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

_____
PAT EPSTEIN, CHAIRMAN

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

_____
EMILY BARRON, AICP, PLANNING DIRECTOR

ATTEST:

_____
KAREN THOMPSON, CITY SECRETARY

CITY OF PFLUGERVILLE ★ STATE OF TEXAS ★

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS. THE COUNTY EXECUTIVE MAY REQUIRE POSTING OF ADDITIONAL FISCAL SECURITY PRIOR TO PERMITTING THE OWNER(S)' SUBDIVISION CONSTRUCTION PLANS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20_____ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY COURT, THIS THE _____ DAY OF _____, 20_____ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY, COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND 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 ON THE _____ DAY OF _____, 20_____ A.D. AT ___ O'CLOCK ___.M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20___ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

DATE: MAY 23, 2018

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

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(512) 836-4793 FAX: (512) 836-4817 F-10015400

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Commissioners Court - Regular Session **37.**

Meeting Date: 03/24/2020

CTRMA Report

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 Central Texas Regional Mobility Authority (CTRMA) 2019 Annual Report & Financial Statements and hear presentation from Mike Heiligenstein, Executive Director.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Annual Report CTRMA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/09/2020 04:20 PM
Form Started By: Kathy Pierce		Started On: 03/09/2020 11:33 AM
Final Approval Date: 03/09/2020		

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Annual Report &
Financial Statements

2019

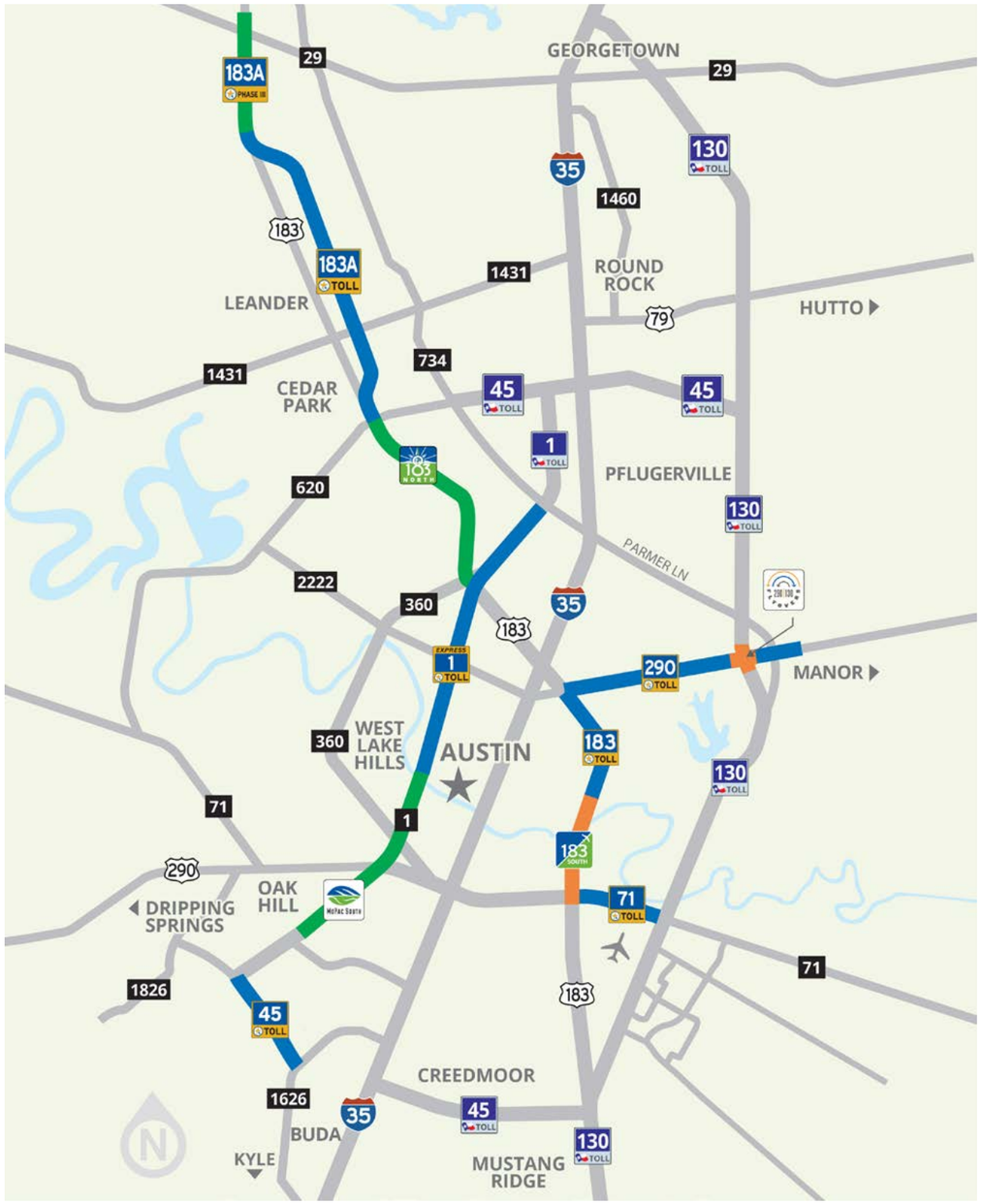
KEEPING YOU CONNECTED

To all the places you live, work, and play

REGIONAL *map*

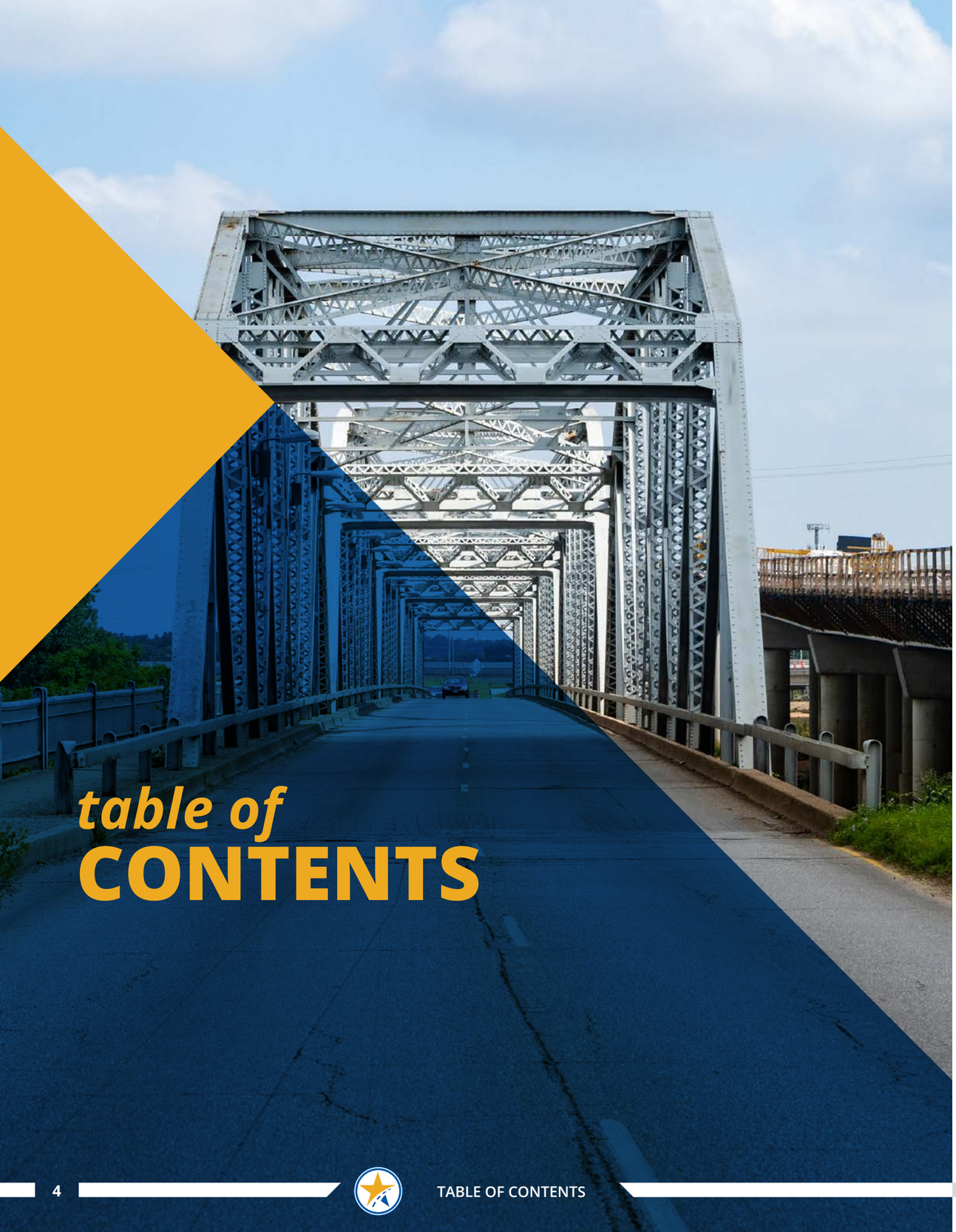
LEGEND

- OPEN TO TRAFFIC
- CONSTRUCTION
- IN DEVELOPMENT



our
MISSION

Implement innovative and sustainable transportation options to enhance quality of life and economic vitality in Central Texas.



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AUSTIN
by the numbers

METRO POPULATION
2,000,059

MEDIAN HOME PRICE*
$407,400

MEDIAN AGE
34.2

MEDIAN MONTHLY RENT
$1,155

AVERAGE ANNUAL SALARY
$51,840

UNEMPLOYMENT RATE
2.9%

AVERAGE COMMUTE TIME
26.8 MIN

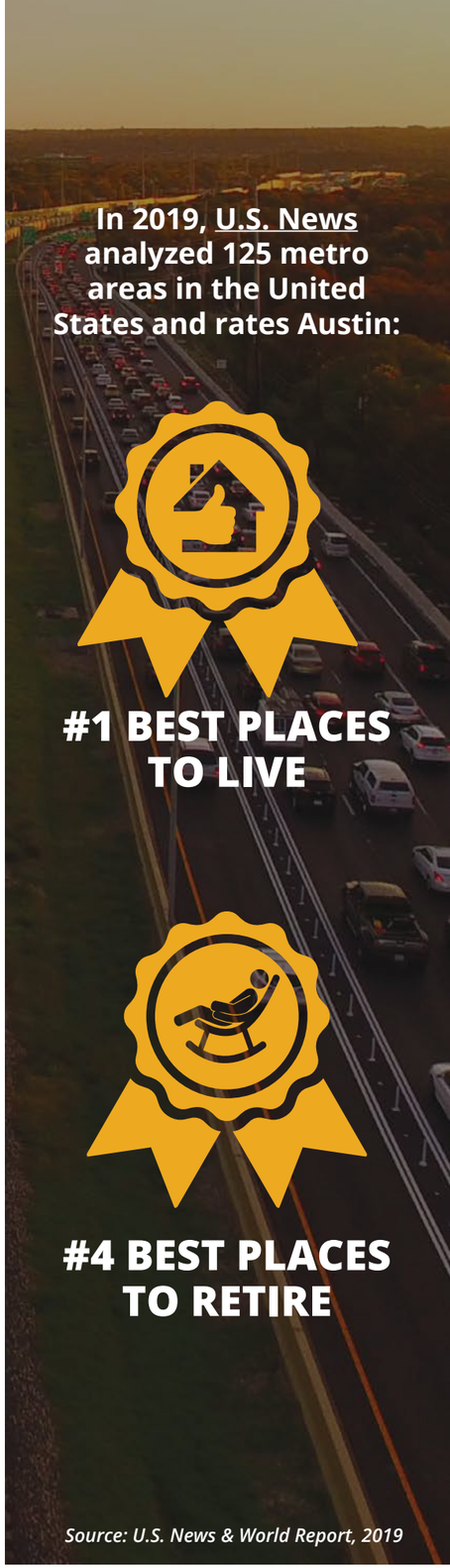
**Austin Board of Realtors, 2019*

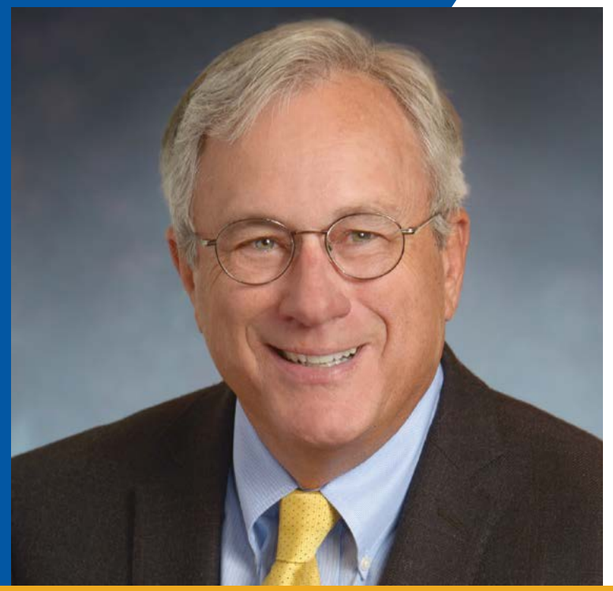
The Cost of Congestion:

According to the Texas A&M Transportation Institute's Urban Mobility Report, the story is simple: TRAFFIC IS BAD, AND GETTING WORSE.

- In 2017, Austin commuters experienced 68,187,000 hours of travel delays. That's 66 hours of delays per commuter.
- In 2017, Austin forfeited $1,248,000,000 from lost productivity and wasted fuel due to traffic congestion. That's $1,269 per commuter.
  - The average for all large urban areas* across the United States was 61,500,000 hours of travels days, or 54 hours/ $950 per commuter.

**A population of between 1 and 3 million constitutes a large urban area*





a letter from our

EXECUTIVE DIRECTOR

> **“It’s all about moving people in the fastest, most efficient, and smartest ways possible.”**

Central Texas is Evolving. *SO ARE WE.*

Whether you’ve just moved to Austin or have been here awhile, you’ll discover that our mobility solutions connect you to the people and places that matter most.

For eight consecutive years, the five-county Austin metro area has been named the fastest growing region in the country. This is great news for the local economy, with unemployment rates well below the national average and a healthy market for job seekers. But another trend that comes with that rapid growth is housing affordability challenges, which have made living near the urban core out of reach for so many. According to the *Austin American-Statesman*, much of Austin’s population boom is occurring in surrounding communities. More families are putting down roots in the growing suburban areas of Travis, Williamson, and Hays counties, placing an even greater strain on our already overburdened roadway network. With commute times historically above the national average, the region is starting to see the benefits of the added capacity infrastructure improvements the Mobility Authority is delivering.

So yes, Central Texas is evolving. But the good news is that so are we. As a leading provider of mobility solutions, the Mobility Authority is embracing that growth with open arms. We’re pioneering new and innovative solutions to keep our region moving and to ensure that building a life here is within reach for those who seek it.

This year we established a brand-new connection with the opening of the 45SW Toll road in southwest Travis and northern Hays counties. The new roadway is already surpassing projected transactions, showing just how strong the demand really is for a faster commute. Paving the way for further relief, we opened Phase I of the 183 Toll road in east Austin, which is on track for full project completion in 2020.

What’s more, we’re leveraging our partnership with Capital Metro to make public transportation a more viable option than ever before, and investing in Movability, a transportation management association that connects commuters with mobility options through area employers. **It’s all about moving people in the fastest, most efficient, and smartest ways possible.** By implementing proven technologies like express lanes, park & rides, and other transportation demand management strategies, we’re moving the needle on commuter behavior in a meaningful way while offering reliable transportation options that keep Central Texans connected to all the places they live, work, and play.

Sincerely,

Mike Heiligenstein
Executive Director

a letter from our
CHAIRMAN

> **We at the Mobility Authority are many faces with a shared vision."**

Mobility *REIMAGINED.*

It is with honor that I have accepted the role of chairman to lead the Mobility Authority in delivering a greater mobility future for our community. While my tenure as chairman is recent, my roots in Central Texas date back several decades. Many know me as owner and president of ABC Home & Commercial Services, an Austin-based company I have owned and managed since 1983. Serving the people of Central Texas has become ingrained in the culture of my business and my life. I look forward to applying that customer-centric perspective to help solve some of our region's most pressing mobility challenges.

Being entrusted to lead this agency is a responsibility I don't take lightly. I've experienced firsthand the travel time benefits of the Mobility Authority's efforts beginning with its earliest projects like the 183A and 290 Toll roads. Enabling faster, more efficient movement of people and goods helped me reach my customers faster and fueled my growing business. Since then, the Mobility Authority has grown from a small startup into the multi-billion dollar entity that it is today. The time is right to maintain our focus on optimizing the regional transportation network that keeps us all connected.

We at the Mobility Authority are many faces with a shared vision. We live here and work here. We drive to work, school, child care, and more, and travel the same roads you do to get there. Our team of dedicated employees loves the Central Texas region as much as you do and is committed to preserving and improving everything that makes it great. We are engineers, planners, problem solvers, technology specialists, analysts, communicators, and asset managers. But that's not all we are; we wear many hats when it comes to being Central Texans. We are neighbors, artists, teachers, parents, mechanics, business owners, volunteers, soccer coaches, and so much more.

We invite you—our neighbors—to explore who we are and what we do. Meet the many faces behind the mobility solutions that are transforming the Central Texas region to a well-connected network of critical roadways. Get to know us, and reimagine mobility with us.

Sincerely,

Bobby Jenkins
Chairman

Bobby Jenkins was

Appointed by Governor Greg Abbott

to serve as chairman of the Mobility Authority's Board of Directors. He took the oath of office September 11, 2019 for a term set to expire February 1, 2021.

The Austin Chamber of Commerce honored Bobby Jenkins as 2017

"Austinite of the Year"

for his decades of service to strengthen our community and practice philanthropy.

the MOBILITY AUTHORITY *story*

We build more than toll roads. Our projects include preserved and improved non-tolled general-purpose lanes and multimodal bicycle and pedestrian facilities to enhance mobility for all travelers.

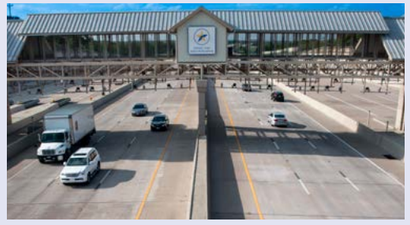
2002

Mobility Authority Inception

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

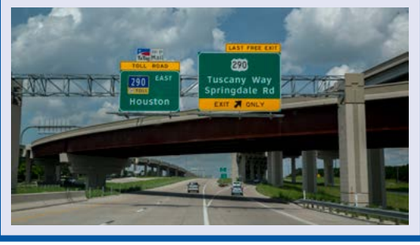
2007

183A Toll Phase I Opens



2012

290 Toll Phase I Opens



183A Toll Phase II Opens

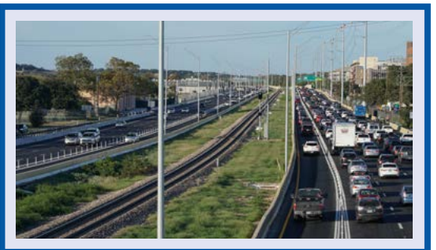
2014

290 Toll Phase II Opens

2017

71 Toll Lane Opens

MoPac Express Lane Opens



2019

45SW Toll Opens

183 Toll Phase I Opens

a regional INVESTMENT

The Mobility Authority has evolved as envisioned by the legislature when it was created nearly two decades ago. Since the agency's inception in 2002, the agency has transformed a regional investment of $559 million into $2.1 billion in added capacity infrastructure improvements, with 231 lane miles open to traffic and another 155 lane miles under construction.

Turning Dollars into Solutions

Public dollars for transportation improvements are in short supply, yet our mobility needs are greater than ever. The state and federal governments have not raised their respective portions of the gas tax since 1991 and 1993. Rather than waiting decades, or longer, for public funding to become available, we use a flexible financing approach that allows us to build the added capacity we need today. The revenue we generate is reinvested right here in Central Texas to continue expanding our regional network.

In 2014 and 2015, the Texas voters approved Propositions 1 and 7, respectively, allocating additional funding to transportation infrastructure. The combined funds that have been allocated to the Central Texas Region total $1.3 billion over the next ten years.

To put that in perspective, the proposed improvements to I-35 are estimated at close to $10 billion alone. We need more tools in our transportation funding toolbox to cover our region's critical needs.

Moving forward, we anticipate

LEVERAGING AN ADDITIONAL INVESTMENT BY THE REGION

to develop over $3.4 billion in infrastructure improvements.

ABOUT HALF OF THAT INVESTMENT INCLUDES NON-TOLLED IMPROVEMENTS,

such as new general-purpose lanes, bike and pedestrian enhancements, and aesthetic upgrades.

many faces
ONE VISION

Our team of dedicated employees loves the Central Texas region as much as you do and we are committed to preserving and improving everything that makes it great. We wear many hats when it comes to being Central Texans. Here is what some of us have to say about living and working in Central Texas:

"By working at the Mobility Authority, I am able to see first-hand how my contributions impact my family and our quality of life. Not many people get to say that. I am truly blessed."

TRACIE BROWN,
Director of Operations

"I use the Mopac Express Lane to get home as fast as I can to these munchkins."

GREG MACK,
Assistant Director of IT and Toll Systems

"As a native Austinite there is no other place I'd rather live, work, and play."

DEE ANNE HEATH,
Director of Communications and Government Relations

"My main motivation at the Mobility Authority is to help others like me who want to get home to our families and experience the important events in our kids' lives."

OSCAR SOLIS,
Senior Project Manager

"Getting the chance to work on the biggest projects in the region making some of the biggest differences in people's lives is awesome. Getting to see it all built is even better."

MIKE SEXTON,
Assistant Director of Engineering

When we open a new road, I'm filled with pride about the transportation options we're giving residents and visitors.

MARY TEMPLE,
Controller

For me, there is no better place in Austin to do deep, meaningful work that benefits millions of people every year.

JUSTIN WORD,
Director of Engineering

It's easy to be passionate about your work when it directly impacts the quality of life for our region. I am proud to play a role in keeping our region moving.

LISA POHLMEYER,
Senior Project Manager — Asset Management

My father, brother, and I have all made careers in improving the regional transportation landscape of Central Texas. I love being reminded of our careers every day when I drive the roads in the region.

LLOYD CHANCE,
Senior Project Manager — Construction

My family is my top priority. I take pride in being able to provide options that don't just help me and mine, but others as well.

FABIOLA NEWMAN,
Traffic & Incident Management Center Manager

It's rewarding to have experienced the evolution of this agency, from a small start-up to the multi-billion-dollar entity that it is today.

BILL CHAPMAN,
Chief Financial Officer

our board
OF DIRECTORS

We are governed by a seven-member board of directors responsible for setting policies, identifying priority projects, and ensuring the agency is operated in an efficient, effective, and transparent manner. Our volunteer members are appointed by our founding counties and serve two-year terms.

Bobby Jenkins
Chairman
Gubernatorial Appointee — 2019

Nikelle S. Meade
Vice-Chair
Travis County Appointee — 2012

David Singleton
Board Treasurer
Williamson County Appointee — 2003

Mark Ayotte
Board Secretary
Williamson County Appointee — 2017

A SPECIAL THANK YOU...

to our outgoing chairman, Ray A. Wilkerson, for 10 years of dedicated service to Central Texas. We appreciate the many benefits his time and expertise made possible for the region.

David B. Armbrust
Board Member
Travis County Appointee — 2012

John Langmore
Board Member
Travis County Appointee — 2018

Mike Doss
Board Member
Williamson County Appointee — 2019

Mike Heiligenstein
Executive Director
Since 2003

building
NEW CONNECTIONS

Community Celebrates Opening of 45SW Toll Road

In May 2019, we joined the community and elected officials in celebrating the long-awaited opening of the 45SW Toll road. The new, 3.6-mile roadway links the southern end of MoPac eastward to FM 1626 in Hays County, offering drivers an alternative to congested neighborhood streets. In the first 60 days of operations, the roadway surpassed projections, confirming just how great demand really is for this new connection. Drivers are already experiencing the benefits of time saved and less congested neighborhood streets, particularly through the Shady Hollow neighborhood.

Environmental Preservation

The 45SW Toll was designed and constructed with Best Management Practices to protect the environmentally-sensitive Edwards Aquifer Recharge Zone.

- Provides 98% removal of the increase in Total Suspended Solids (TSS) over the recharge zone rather than the required 80%.
- 90% of the project was built above ground level to avoid excavation and protect karst features, and more than half the right-of-way was preserved as natural vegetation.
- The Mobility Authority invested nearly $19 million in environmental conservation efforts.
- More than 100 trees were preserved by replacing fill slopes with retaining walls.

Mobility Authority Pioneers Wrong-Way Driving Technology in Central Texas

In an effort to combat incidents resulting from wrong-way driving, the Mobility Authority outfitted 45SW with a wrong-way intelligent warning system that detects wrong-way motorists, activates roadside signage to alert drivers and notifies law enforcement of the wrong-way movement—before an incident occurs. Since installation of the intelligent warning system in June 2019, 13 wrong-way events have been detected and corrected, avoiding potential crashes.

45SW is a lifesaver! We live in Circle C and our son plays soccer at Marbridge off of 1626. Last Spring, when we had to drive Slaughter to Brodie to 1626, it would take us easily 30-40 minutes to get to soccer practice on a weeknight.

NOW THAT 45SW IS OPEN — IT TAKES US 7 MINUTES...YES — SEVEN. THANK YOU!!!"

~Carrie Stein, Circle C Resident.

To say I am thrilled to have this road finally complete is an understatement.

I BELIEVE THIS HIGHWAY WILL NOT ONLY BE THE MOST ENVIRONMENTALLY SENSITIVE IN TEXAS, BUT ALSO THE SAFEST."

~State Representative Vikki Goodwin

Augmented Reality

The Mobility Authority's mobile application provides users of the 45SW Trail an interactive augmented reality animation experience. The narrated educational experience, available in English and Spanish, teaches users about the region's history, its native plants and animals, the Edwards Aquifer, and more.

"Trail Explorer by CTRMA," is available on iTunes and the Google Play store as of December 2019.

HILL COUNTRY CLASSROOM

For multimodal connectivity, a 4.5-mile shared use path runs adjacent to the 45SW Toll road with trailheads at MoPac and Bliss Spillar Road. A shaded section of the trail known as the "Hill Country Classroom" features interpretative educational signage for cyclists and pedestrians taking respite from the Texas heat.

183 TOLL

Now Open: 183 Toll Road, Phase I

Construction of the 183 South Project reached a major milestone in August 2019. Phase I, or the North End of the project, opened to traffic and tolling, offering drivers the option to use the new 183 Toll road and bypass the traffic signals between US 290 and Techni Center Drive. When the full project opens in late 2020, drivers will have a non-stop, signal-free option all the way to the Austin-Bergstrom International Airport.

Delivering on the promise of greater mobility for all, the project is also enhancing non-tolled capacity along the corridor. The total number of traffic signals on the non-tolled lanes will be reduced from five to two, and the $25 million investment in bicycle and pedestrian facilities will improve quality of life for those who bike or walk.

A New Sense of Place

Neighborhood-specific trees, enhanced landscaping, trailheads, and other aesthetic elements will give the US 183 corridor a new sense of place. The Mobility Authority is proud of the robust community outreach effort that helped inform the planned aesthetics. We know that people support what they help create. That's why we engaged the community during the development process to ensure the corridor ultimately reflects the community's cultural values and aesthetic preferences.

Over the past four decades, Callahan's General Store has weathered the transformations, transitions, and generational turnovers in Austin because of our prime location.

AS WE EAGERLY AWAIT THE COMPLETION OF THE 183 SOUTH PROJECT, I APPLAUD THE MOBILITY AUTHORITY'S DESIGN, WHICH WILL OFFER OUR CUSTOMERS IMPROVED ACCESS FROM THE NORTH AND SOUTH."

~Charley Wilson, Callahan's General Store

A FREE RIDE FOR ELECTRONIC TAG HOLDERS

To give drivers a chance to try the new road and adjust to the new traffic pattern, those with an electronic tag got to drive toll-free on both the 45SW and 183 Toll roads for the first month of operations.

TxTag By TxDOT

KTAG By KTA

EZTAG By HCTRA

PIKEPASS By OTA

By NTTA

bancpass

Austin-Bergstrom International Airport

Travel time savings

for ABIA-bound commuters could be as much as

33 minutes

when the project is complete.

For the first month of tolling (September 2019), average weekday transactions of the toll road were

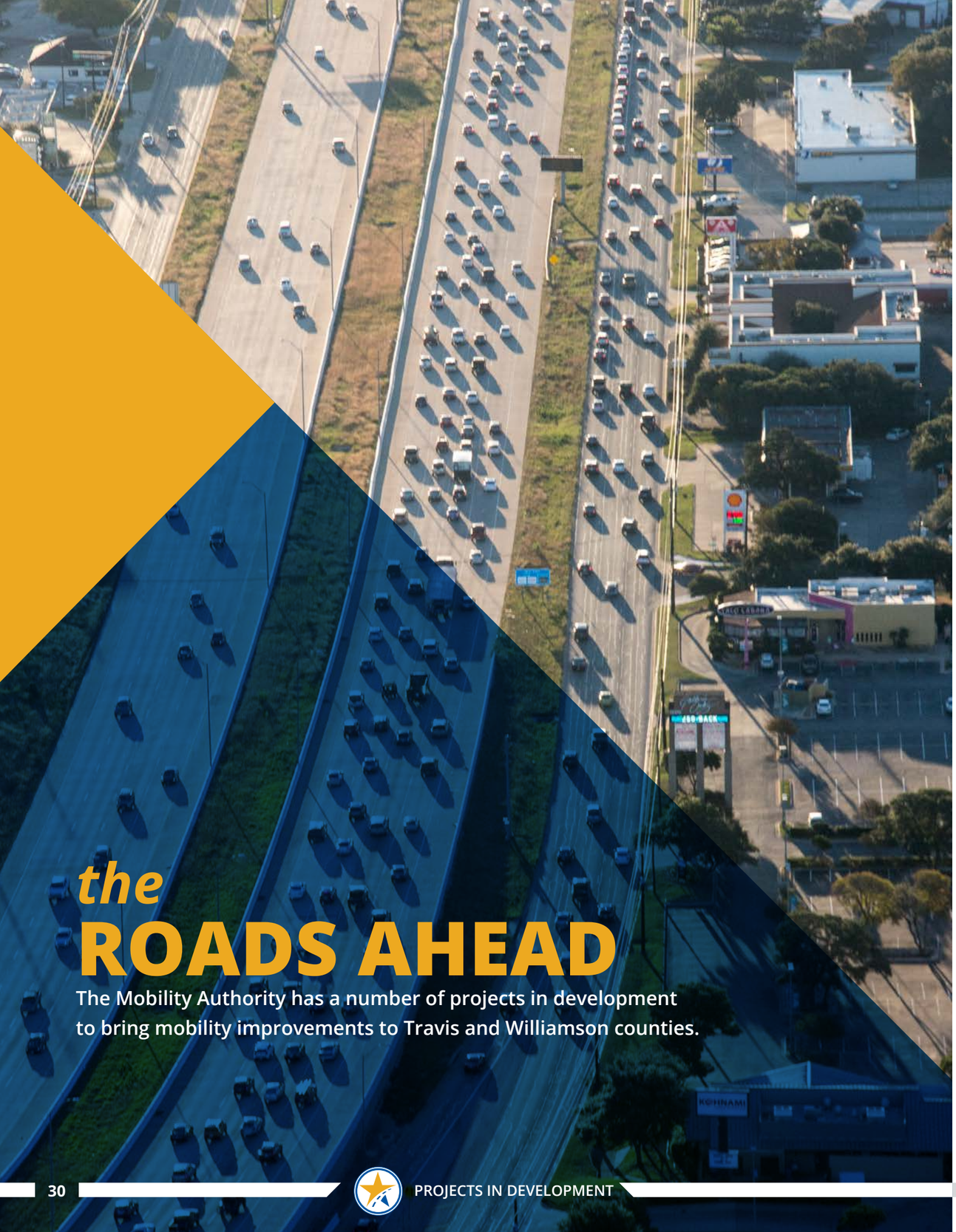
34,957—220% above projections.

Flyover Bridges for Signal-free Travel

Construction is progressing rapidly on three flyover bridges to link the SH 130 and 290 Toll Roads in eastern Travis County. With construction anticipated to be complete in 2021, drivers from outlying suburban areas to the north and south will soon enjoy a faster commute into the heart of Austin. Together with our partners at TxDOT, we're delivering this project on an accelerated timeline. In fact, the south-to-west direct connector opened in early January 2020, roughly eight months ahead of schedule. Rapid project delivery, as well as project financing through a Transportation Infrastructure and Innovation Act (TIFIA) loan, equates to a reduced overall project cost. Interest savings over the life of the loan will ultimately equate to $80-$100 million.

OPENED JANUARY 2020

Flyover bridge from southbound SH 130 to westbound 290 Toll



the ROADS AHEAD

The Mobility Authority has a number of projects in development to bring mobility improvements to Travis and Williamson counties.

183A Phase III

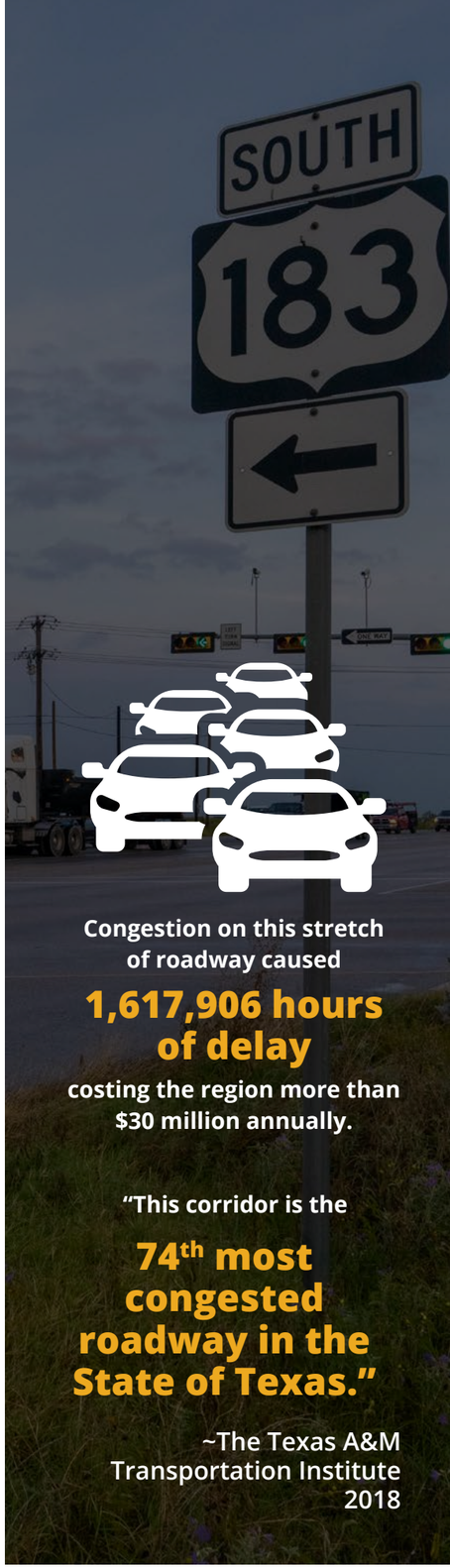
Unprecedented population growth in Williamson County—most notably in Cedar Park, Leander and Liberty Hill— has led to increased traffic volumes and unsustainable congestion along US 183. Thanks to the 183A Phase III Project, enjoying the benefits of suburban living no longer means sacrificing connectivity with the rest of the Central Texas region. Constructing this third phase of 183A will help relieve congestion, improve safety, and enhance mobility for commuters in Williamson County.

In August 2019, the project received a Finding of No Significant Impact, clearing the way for final design. The project is anticipated to break ground in late 2020, extending the 183A Toll Road 6.6-miles northward to north of SH 29 in Liberty Hill. An adjacent shared use path will facilitate bicycle and pedestrian travel, in line with the Mobility Authority's commitment to providing more reliable travel, for any way you travel.

183 North Mobility Project

An express route into downtown is on the horizon for North Austin commuters. In partnership with TxDOT, the Mobility Authority is forging ahead with plans to construct two variably-priced express lanes in each direction along a 9-mile stretch of US 183 between MoPac and SH 45 North. This new reliable travel option will significantly reduce travel times to an estimated 9 minute trip. With a direct connector ramp to the existing MoPac Express Lane, the project will provide drivers from far north Austin an uninterrupted route into Austin's downtown core.

Drivers who prefer not to pay a toll will benefit from the operational improvements and added pavement that will bring the total number of non-tolled lanes to four where only three exist today. Those who travel by foot or by bike can look forward to additional enhancements such as new shared-use path segments, sidewalks, and cross-street connections which will help facilitate travel to nearby schools.



Congestion on this stretch of roadway caused

1,617,906 hours of delay

costing the region more than $30 million annually.

"This corridor is the

74th most congested roadway in the State of Texas."

~The Texas A&M Transportation Institute 2018

MoPac South Environmental Study

Attracting up to 160,000 cars and trucks a day, the MoPac corridor south of Cesar Chavez Street is a vital artery linking commuters to major highways like US 290 and Loop 360, as well as downtown Austin. Over time, expanding population and regional development have made it one of the most congested roadways in Texas, negatively impacting mobility and quality of life.

If we do nothing to address congestion, drivers could spend an additional 35 minutes traveling the corridor by 2035.

In August 2019, the Mobility Authority received the green light from TxDOT to resume efforts on the MoPac South Environmental Study. Launched in 2013, the study is being implemented to analyze the congested MoPac corridor and determine the best approach to managing congestion in a manner that promotes environmental stewardship and sustainability.

Additional community engagement opportunities will take place throughout 2020, and a Recommended Preferred Alternative will be shared for review and comment at an open house. Construction could begin as early as 2023.

Barton Skyway Ramp Relief

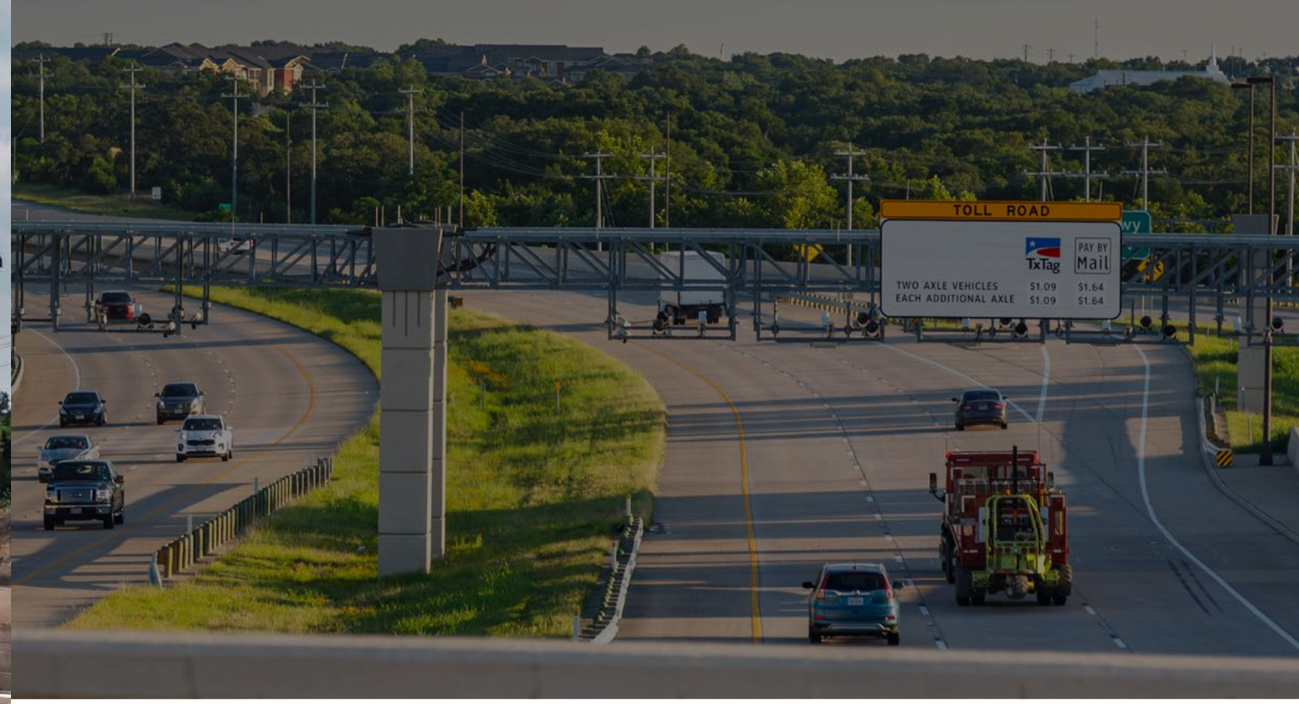
Overwhelming demand for the southbound MoPac corridor near Barton Skyway has caused unpredictable travel times. Following the opening of the MoPac Express Lane, opportunities for additional operational improvements on southbound MoPac near Barton Skyway were identified. The Mobility Authority is exploring improvements to help alleviate the consistent bottleneck from traffic merging onto southbound MoPac at the Barton Skyway and Bee Caves Road entrance ramps.

The improvements are compatible with the proposed MoPac South Express Lane(s), and include adding pavement for auxiliary and merge lanes to improve operations, traffic flow, and throughput.

If approved, construction could begin as soon as early 2021.

rising to the CHALLENGE

Our system of open roads delivers Central Texans to all the places they live, work, and play in a faster, more reliable manner than alternate routes. The following roadways have exceeded traffic and revenue projections, spurred economic development, improved travel times, and reduced congestion on adjacent roadways.



183A Toll

In 2018, travel times on 183A Toll were reduced by 53 percent compared with US 183. This equates to a time savings of approximately 11 minutes.

Traffic volumes have increased steadily by approximately 16 percent per year since 2016, consistently outpacing projections.

Emergency first responders, police, fire, and EMS have toll-free access to the tolled mainlanes of 183A, reducing response times by approximately 13 minutes since prior to construction.

The annual crash rate for the mainlanes of 183A between 2016 and 2018 has remained approximately 72 percent below the Texas statewide average for urban interstate highways.

290 Toll Road

- In 2018, travel times on 290 Toll were reduced by 48 percent compared with the non-tolled lanes of US 290. This equates to a time savings of approximately six minutes.
- Traffic volumes have increased steadily by approximately 5 percent per year since 2016, consistently outpacing projections by as much as 19 percent in 2018.
- Emergency first responders, police, fire, and EMS have toll-free access to the tolled mainlanes of 290 Toll, reducing response times by approximately six minutes since prior to construction.
- The annual crash rate for the mainlanes of 290 Toll between 2016 and 2018 has remained approximately 95 percent below the Texas statewide average for urban interstate highways.

71 Toll Lane

In 2018, travel times on the 71 Toll Lane were reduced by 17 percent compared with the non-tolled general-purpose lanes.

Traffic volumes have increased steadily by approximately 15 percent per year since 2016.

Emergency first responders, police, fire, and EMS have toll-free access to the 71 Toll Lane, reducing response times by approximately 27 percent, or about 1 minute, since prior to construction.

The annual crash rate for the mainlanes of SH 71 between April 2017 and December 2018 has remained approximately 95 percent below the Texas statewide average for urban interstate highways.

MoPac Express Lane

Express Lane shows an average of one million transactions per month since January 2019

In 2018, travel times on MoPac were reduced by 37 percent compared with the general-purpose lanes. This equates to a time savings of approximately 8 minutes.

Traffic volumes have increased steadily by approximately three percent per year since 2016.

Emergency first responders, police, fire, and EMS have toll-free access to MoPac Express Lane reducing response times by approximately 14 minutes since prior to construction.

The annual crash rate for the mainlanes of MoPac between October 2017 and December 2018 has remained approximately 94 percent below the Texas statewide average for urban interstate highways.

MOVING PEOPLE *in the smartest ways*

Our mobility solutions look beyond the pavement to deliver relief in a sustainable manner, while prioritizing customer and community service.

Transportation Demand Management is Key to Greater Mobility

Addressing traffic congestion is about more than added capacity. In order to achieve long-term relief, we must also look at incentivizing changes in commuting habits by managing demand.

- Our partnership with local transit provider Capital Metro allows toll-free access to all our facilities, which has begun to move the needle on commuter behavior. We're also working together on a Park & Ride initiative which will bring more commuter lots to the suburbs and make carpooling and transit use a more viable option for a greater percentage of commuters.
- Commute Solutions is our regional Transportation Demand Management partner that promotes greater efficiency and more optimal use of existing roadways. By discouraging less efficient travel behavior like single-occupant vehicle use, peak-hour travel, and travel on high-congestion roadways, the program encourages more efficient behavior such as use of public transit, carpools, vanpools, walking, biking, teleworking, alternative work schedules, and more.

QUALIFIED VETERAN DISCOUNT PROGRAM

Pilot Program Waives Tolls for Qualified Veterans

November 2019 marked the one-year anniversary since the Mobility Authority's Qualified Veteran Discount Program took effect. We are proud to offer this program which waives tolls on 183A Toll, 290 Toll, the 71 Toll Lane, 45SW Toll, and 183 Toll for qualified veterans registered for the program. As of December 2019, 5,558 veterans have registered for the program.

Disabled veterans, Purple Heart recipients, and Legion of Valor or Medal of Honor recipients interested in registering should visit ***www.MobilityAuthority.com/veterans.***

METRO

The Express Lane has converted

an average of 12,266 passenger miles per week

from single occupancy vehicle commuting to transit.

Since the MoPac Express Lane became fully operational in 2017,

CapMetro Express Bus ridership increased by 161% on certain routes.

More than $110,000 in tolls have been waived for CapMetro

on MoPac between October 2018 and August 2019, constituting 31% of all waived tolls in the Express Lane.

2019 FINANCIAL STATEMENTS

The Mobility Authority's financial statements are prepared in accordance with accounting principles generally accepted in the United States (GAAP) as applied to government units on an accrual basis. To view the audited Financial Statements and Management Discussion and Analysis, please visit **www.MobilityAuthority.com/financials**.

Statements of Net Position

June 30, 2019 and 2018

	2019	2018
CURRENT ASSETS:		
Unrestricted:		
Cash and cash equivalents	$ 44,232,326	$ 49,687,164
Investments	88,707,812	35,008,355
Due from other governments	12,345,989	4,336,907
Accrued interest receivable	782,617	192,484
Prepaid expenses and other assets	200,167	46,518
Total unrestricted	146,268,911	89,271,428
Restricted:		
Cash and cash equivalents	69,051,895	92,822,518
Total restricted	69,051,895	92,822,518
Total current assets	215,320,806	182,093,946
NONCURRENT ASSETS:		
Restricted assets:		
Cash and cash equivalents	128,276,321	26,661,063
Investments	214,341,876	177,722,684
Total restricted assets	342,618,197	204,383,747
Pension asset	177,226	826,397
Total capital assets, net	1,810,304,756	1,673,629,024
Total assets	2,368,420,985	2,060,933,114
Total deferred outflows of resources	107,391,830	108,056,556
Total assets and deferred outflows of resources	$ 2,475,812,815	$ 2,168,989,670

Statements of Net Position (continued)

June 30, 2019 and 2018

	2019	2018
CURRENT LIABILITIES:		
Payable from current assets:		
Accounts payable	$ 4,368,846	$ 1,079,771
Due to other governments	3,843,193	4,073,939
Accrued expenses	1,048,980	584,371
Total payable from current assets	9,261,019	5,738,081
Payable from restricted current assets:		
Construction accounts payable	22,328,944	45,136,616
CAMPO RIF payable	4,000,000	2,000,000
Accrued interest payable	27,687,951	25,942,463
Bonds, notes payable and other obligations, current portion	14,460,000	7,425,000
Unearned revenue	575,000	12,318,439
Total payable from restricted current assets	69,051,895	92,822,518
Total current liabilities	78,312,914	98,560,599
NONCURRENT LIABILITIES:		
Bonds, notes payable and other obligations, net of current portion	1,733,443,031	1,433,999,854
Total noncurrent liabilities	1,733,443,031	1,433,999,854
Total liabilities	1,811,755,945	1,532,560,453
Total deferred inflows of resources	235,911	278,184
Total liabilities and deferred inflows of resources	1,811,991,856	1,532,838,637
NET POSITION:		
Net Investment in capital assets	439,875,334	447,015,053
Restricted for debt service	118,363,136	106,764,024
Unrestricted	105,582,489	82,371,956
Total net position	663,820,959	636,151,033
Total liabilities and net position	$ 2,475,812,815	$ 2,168,989,670

Statements of Revenue, Expenses and Changes in Net Position

Years Ended June 30, 2019 and 2018

	2019	2018
OPERATING REVENUES:		
Tolls	$ 108,314,272	$ 91,491,730
Grant proceeds and other operating	40,514	681,812
Total operating revenues	108,354,786	92,173,542

Statements of Revenue, Expenses and Changes in Net Position (continued)

Years Ended June 30, 2019 and 2018

	2019	2018
OPERATING EXPENSES:		
Administrative expenses	9,581,813	7,671,173
Operations and maintenance	18,942,686	19,196,015
Other operating expenses	6,099,937	3,689,114
Depreciation and amortization	29,933,665	28,045,493
Total operating expenses	64,558,101	58,601,795
Operating income	43,796,685	33,571,747
NONOPERATING REVENUES (expenses):		
Interest income	5,273,584	2,541,537
Gain on sale of assets	4,348	—
Financing expense	(2,529,291)	(226,753)
Interest expense, net of interest capitalized	(35,551,238)	(34,908,809)
Total nonoperating revenues (expenses), net	(32,802,597)	(32,594,025)
Change in net position before capital grants and contributions	10,994,088	977,722
TxDOT capital grants and contributions, net	16,675,838	17,326
Change in net position	27,669,926	995,048
Total net position at beginning of year	636,151,033	635,155,985
Total net position at end of year	$ 663,820,959	$ 636,151,033

Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Receipts from toll fees	$ 101,641,302	$ 91,130,996
Receipts from grants and other income	40,514	681,812
Payments to vendors	(26,158,836)	(22,051,246)
Payments to employees	(5,160,799)	(4,789,619)
Net cash flows provided by operating activities	70,362,181	64,971,943
Cash flows from capital and related financing activities:		
Proceeds from notes payable and other obligations	312,568,386	90,521,885
Payments on revenue bonds issuance	(2,254,919)	—
Payments on interest	(52,427,010)	(54,324,611)
Payments on bonds	(9,028,847)	(9,403,471)
Purchase of capital assets	(1,022,477)	(302,647)
Payments for construction in progress	(174,467,655)	(240,014,400)
Proceeds from capital grants	9,114,794	28,679,062
Net cash flows provided by (used) in capital and related financing activities	82,482,272	(184,844,182)

Statements of Cash Flows (continued)

Years Ended June 30, 2019 and 2018

	2019	2018
Cash flows from investing activities:		
Interest income, gross of capitalized interest	9,913,994	5,083,086
Purchase of investments	(379,881,060)	(178,465,748)
Proceeds from sale or maturity of investments	289,512,410	261,164,872
Net cash flows provided by (used in) investing activities	(80,454,656)	87,782,210
Net increase (decrease) in cash and cash equivalents	72,389,797	(32,090,029)
Cash and cash equivalents at beginning of year	169,170,745	201,260,774
Cash and cash equivalents at end of year	$ 241,560,542	$ 169,170,745
Reconciliation of change in net position to net cash provided by operating activities:		
Operating income	$ 43,796,685	$ 33,571,747
Adjustments to reconcile change in net position to net cash provided by operating activities:		
Depreciation and amortization	29,933,665	28,045,493
Changes in assets and liabilities:		
Increase in due from other governments	(8,009,082)	(391,555)
(Increase) decrease in prepaid expenses and other assets	(153,649)	(8,519)
Increase (decrease) in accounts payable	3,289,075	(727,881)
Increase in accrued expenses	233,863	4,541,014
Increase in pension asset	649,171	(471,258)
Increase in deferred outflow of resources	664,726	421,167
Increase (decrease) in deferred inflow of resources	(42,273)	(8,265)
Total adjustments	26,565,496	31,400,196
Net cash flows provided by operating activities	$ 70,362,181	$ 64,971,943
Reconciliation of cash and cash equivalents:		
Unrestricted cash and cash equivalents	$ 44,232,326	$ 49,687,164
Restricted cash and cash equivalents:		
Current	69,051,895	92,822,518
Noncurrent	128,276,321	26,661,063
Total	$ 241,560,542	$ 169,170,745

about the Central Texas

REGIONAL MOBILITY AUTHORITY

The Central Texas Regional Mobility Authority is a local, independent government agency created in 2002 to improve the regional transportation system in Travis and Williamson counties. The Mobility Authority implements innovative and sustainable transportation options to enhance quality of life and economic vitality in Central Texas. The Mobility Authority operates 183A Toll, 290 Toll, the 71 Toll Lane, the MoPac Express Lane, 45SW Toll, and 183 Toll (Phase I). The agency is finishing construction of the 8-mile 183 South Project and the 290/130 Flyovers Project.

For more information, visit **www.mobilityauthority.com**.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

3300 NORTH IH-35, SUITE 300
AUSTIN, TX 78705

MOBILITYAUTHORITY.COM

Commissioners Court - Regular Session **38.**

Meeting Date: 03/24/2020

Court Cancellation

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court on March 31st, April 14th and 28th, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	03/19/2020 11:25 AM
Form Started By: Andrea Schiele		Started On: 03/19/2020 11:04 AM
Final Approval Date: 03/19/2020		

Commissioners Court - Regular Session **39.**

Meeting Date: 03/24/2020

Judge Hallford

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving funding to be allocated to a new hire, PCN.0698.

Background

An exception to policy is being requested due to the unique aspect of the Court Reporter's schedule and the applicable Code.

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	03/19/2020 10:39 AM

Form Started By: Rebecca Clemons Started On: 03/18/2020 02:27 PM

Final Approval Date: 03/19/2020

Commissioners Court - Regular Session **40.**

Meeting Date: 03/24/2020

YMCA Childcare

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 authorizing the County Judge to execute an Emergency Childcare Services Agreement with the YMCA of Greater Williamson County regarding the YMCA providing child care services for the children of essential employees of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

YMCA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2020 09:18 AM
Form Started By: Kathy Pierce		Started On: 03/20/2020 07:40 AM
Final Approval Date: 03/20/2020		

EMERGENCY CHILDCARE SERVICES AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE YMCA OF GREATER WILLIAMSON COUNTY

THIS EMERGENCY CHILDCARE SERVICES AGREEMENT is made and entered into by and between WILLIAMSON COUNTY (the "County") and the YMCA OF GREATER WILLIAMSON COUNTY (the "YMCA").

ARTICLE I – RECITALS

WHEREAS, on March 14, 2020, the County issued an Order Declaring a Local State of Disaster for Williamson County (the "Act") in order to limit the development and track the spread of the coronavirus disease 2019 (COVID-19) in Williamson County; and

WHEREAS, thereafter Williamson County School Districts have taken necessary precautions and closed schools to the children of Williamson County; and

WHEREAS, Williamson County has a duty to provide essential government services to its citizens; and

WHEREAS, multiple first responders and essential government employees of Williamson County have little or no ability to place their school aged children in the care of others and be at work; and

WHEREAS, Williamson County has no ability to provide staffing or services to care for the children of essential government employees of Williamson County; and

WHEREAS, YMCA has a historical capability of providing child care services, in facilities with safe environments, and staff trained to provide such care;

WHEREAS, it is agreed that Williamson County and the YMCA of Greater Williamson County will provide child care to employees of Williamson County for the governmental purpose to meet the emergency needs of providing essential services to the citizens of Williamson County;

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

ARTICLE II – YMCA OBLIGATIONS

2.01 YMCA will provide facilities and staffing for the care of up to 150 children of registered participation as determined by the County. Child care services will be provided between the hours of 7:00 AM and 6:00 PM, Monday through Friday. Such services and staffing will be located at YMCA facilities throughout Williamson County as the YMCA may deem appropriate based upon the capacity of each facility to assure limitation and contraction and spread of COVID-19 in Williamson County. Williamson County will provide medical protocols and as is necessary,

the screening personnel for admission to each site. Williamson County will coordinate with the YMCA for the provision of food for the county participants, which may be obtained from School Districts within the County, but under all circumstances at no cost to the YMCA

2.02 It is understood that YMCA may contract with other municipalities within Williamson County to provide similar services and staffing.

2.03 YMCA agrees that the maximum number of participants in the program at any given time will be 220 participants, but the YMCA will reserve the first 150 participants for children of the essential employees of the County.

2.04 YMCA and County agree that they have entered into this Agreement with the understanding that this is furthering the governmental purpose as stated under the Emergency Order and is to provide governmental immunity to YMCA to the greatest extent possible.

ARTICLE III – COUNTY OBLIGATIONS

3.01 County agrees to compensate YMCA an amount of Twenty-Five Dollars ($25) per child per day, Monday through Friday, with a minimum payment of Twelve Thousand Five Hundred Dollars ($12,500) per week. If there are more than 100 County participants, County will pay YMCA an additional Twenty-Five Dollars ($25) per child per day. YMCA invoices shall be sent to:

Williamson County Auditor's Office
Attn: Julie Kiley
710 S. Main St. Ste. 301
Georgetown, Tx 78626

3.02 YMCA and County agree to re-assess the compensation stated above within two weeks after the initiation of the program.

ARTICLE IV – TERM

4.01 This Agreement shall commence on the date approved by the Commissioners Court and shall end on September 30, 2020, unless otherwise agreed by YMCA and County in writing. This Agreement may be terminated by either Party for any reason after provision of seven (7) days written notice to the non-terminating party.

ARTICLE V –INDEMNITY

5.01 Williamson County hereby agrees to indemnify and hold harmless, and does hereby indemnify and hold harmless the YMCA of Greater Williamson County, its Board of Directors, and its employees and agents from and against all suits, actions or claims of any character, type or description, including attorney's fees and all costs incurred in the defense of any such claim, brought or made for or on account of any injury, illness, death or damage received or sustained by any person including any participant or volunteer arising out of, or occasioned by, or otherwise arising in connection with this agreement, to the extent allowed by law.

ARTICLE VI – GENERAL PROVISIONS

6.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

6.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected and this Agreement will be construed as if the invalid or unenforceable provision(s) had never been included.

6.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

6.04 Entire Agreement. This Agreement including the Recitals, constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

6.05 Amendments. This Agreement may not be amended or modified except in writing executed by both YMCA and Williamson County, and authorized by their respective governing bodies.

6.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

6.07 No Third-Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

6.08 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

6.09 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.

6.10 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax: (512) 943-1550

YMCA: YMCA of Greater Williamson County
Attn: Executive Director
1812 N. Mays
Round Rock, TX 78680
Fax: (512)

Either Party may designate any other person or address for notice by written notice to the other Party.

6.11 Authority. YMCA and County have authorized and approved this Agreement by resolution or action adopted by their respective governing bodies at meetings held in compliance with the Texas Open Meetings Act.

6.12 Audit. YMCA agrees that the County or its duly authorized representatives will, until the expiration of three (3) years after the County's payment described above, have the right of access to and the right to examine and photocopy any and all books, documents, papers and records of YMCA that are directly pertinent to the costs of the program (collectively, "*Audits*"). YMCA agrees that the County will be provided with access at the offices of the YMCA during normal working hours and that the YMCA will provide the County with adequate and appropriate workspace to conduct such Audits in compliance with the provisions of this subsection. The County agrees that, as a condition to its right to conduct such Audits and being provided such workspace, it will give the YMCA with reasonable advance notice of the date, time and purpose of such Audits.

6.13 Prompt Payment Policy

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the County to YMCA will be made within thirty (30) days of the date the County receives services under this Agreement, or the date the City receives a correct invoice for the services, whichever is later. YMCA may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with

V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

(a) There is a bona fide dispute between the County and YMCA about the service performed that cause the payment to be late; or

(b) The invoice is not mailed to the County in accordance with any instruction on the purchase order relating to the payment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-

SIGNATURE PAGES TO FOLLOW]

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
County Clerk, Nancy Rister

ACCEPTED AND AGREED TO:

YMCA OF GREATER WILLIAMSON COUNTY

By:_____
Its:_____

Commissioners Court - Regular Session **41.**

Meeting Date: 03/24/2020

Amendment to the CAECD Interlocal for 9-1-1 Database for FY2020

Submitted For: Richard Semple **Submitted By:** Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the amendment to the Interlocal Contract for the Next Generation 9-1-1 Database Program for FY 2020 with the Capital Area Emergency Communications District (CAECD).

Background

This is an amendment to the approved agenda item 24 on the Commissioner's Court agenda from the 3/10/2020 meeting. CAPCOG/CAECD revised section 5.1 after inadvertently making an error in that section of the contract that would cause a higher amount to be allocated to this contract than was intended.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to the CAECD Interlocal for 9-1-1 Database for FY2020_ Contract 4-1-2020_Amendment

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/16/2020 03:55 PM
Form Started By: Teresa Baker		Started On: 03/13/2020 01:45 PM
Final Approval Date: 03/16/2020		

Capital Area Emergency Communications District Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

    1.1. The Capital Area Emergency Communications District ("CAECD" or "the District") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. CAECD desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

    1.2. WILLIAMSON COUNTY ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

    1.3. This Interlocal Agreement (ILA) is entered into between the CAECD and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

    1.4. For the purpose of carrying out CAECD's duties and obligations under this agreement, the parties understand and agree that references to the CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

    2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A.

3. Cooperative Purchasing

    3.1. CAECD may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

    3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAECD, PUBLIC AGENCY agrees that CAECD may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

    4.1. This contract takes effect April 1, 2020, and terminates on September 30, 2020, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed in the period April 1, 2020 through September 30, 2020, CAECD agrees to compensate PUBLIC AGENCY an amount not to exceed $193,449.95, minus any amount that the PUBLIC AGENCY billed CAECD for 9-1-1 GIS services for October 1, 2019 – March 31, 2020, in excess of $154,945.00.

5.2. PUBLIC AGENCY agrees to invoice CAECD for one half of the amount listed under section 5.1 within five business days of the end of each of the following quarters and as directed by CAECD for work performed during these quarters:

April 1 – June 30, 2020: Due by close of business, Monday, July 7, 2020; and

July 1 – September 30, 2020: Due by close of business, Wednesday, October 7, 2020.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAECD determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAECD will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAECD agrees to pay invoices within 30 days after receiving a correct invoice, after CAECD determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAECD reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAECD, but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAECD. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAECD consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAECD.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAECD that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAECD is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAECD reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAECD exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAECD's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAECD or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAECD and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAECD nor PUBLIC AGENCY is liable to the other

for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

    12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

    12.2. CAECD's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director

    12.3. PUBLIC AGENCY's address is: 301 SE Inner Loop, Suite 107, Georgetown, TX 78526.

    12.4. A party may change its address by providing notice of the change in accordance with Section 12.1

    12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAECD's Project Representative, who is authorized to give and receive communications and directions on behalf of the CAECD. All communications including all payment requests must be addressed to the CAECD's Project Representative or his designee. The CAECD's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.

    12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAECD's project representative. PUBLIC AGENCY's Project Representative's phone number is 512-943-1474, and his e-mail is gstrebel@wilco.org.

13. Miscellaneous

    13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended

    13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

    13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Technical Requirements.

13.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of County Governing Body Approval:

_____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. Data Layer: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. Address Points: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

Specialized NG9-1-1 GIS terminology:

1. Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   Note:
   The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, consolidation of

two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. Public Safety Answering Point (PSAP) boundary: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. Emergency Service Boundary (ESB): A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an EMS ESB layer.
4. Emergency Service Zone (ESZ): A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. Database Schema: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations
6. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that will ultimately be used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1 system in the near future
2. Data Hub: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database
3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time
4. Legacy Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update
5. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
7. Significant Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems
8. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. Other pertinent information

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with

responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any "critical" or "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (ALI) database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, the date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Unilateral Authority to Update this Scope of Work

CAPCOG has the unilateral authority to update this scope of work at any time during the performance period of this agreement. Among other situations that may warrant a change in this scope of work, this may become necessary when CAPCOG is ready to fully transition to a NG9-1-1 system in which the PUBLIC AGENCY's 9-1-1 GIS data is directly provisioned to the CAECD's regional 9-1-1 GIS database through EGDMS, rather than CAPCOG provisioning this data after receiving it from the PUBLIC AGENCY.

Attachment B, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0 (2017)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID *CAPCOG will populate*
RCL_UNIQID	M	TEXT	100	ID for each road segment - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. ”WARD 5 FRIENDSHIP DISTRICT”
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. “WARD 5 FRIENDSHIP DISTRICT”
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node

RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. “00088” for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	**B, FT, TF** for **B**oth, **F**ROM node to **T**O node, **T**O node to **F**ROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes (‘Street Type’ Designation)

IH – Interstate
US – US highways
SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW - Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID *CAPCOG will populate*
SITEUNQID	M	TEXT	100	Unique ID for each address site - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate*
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - *CAPCOG will populate*

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

Attachment B, Part 2:
Guidance Document for CAPCOG Next Generation 9-1-1-GIS Data (Version 2, 2020)

Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data
Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

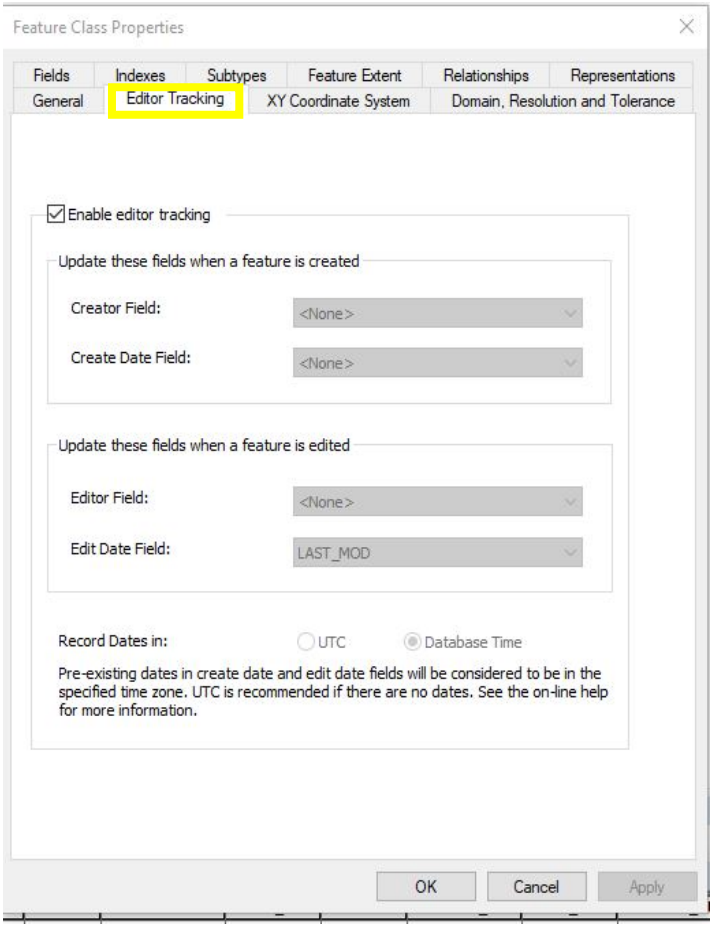
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

Using the "LAST_MOD" Field:

Attachment B of the ILA, entitled "*CAPCOG NG9-1-1 Transitional GIS Data Requirements*" describes a "LAST_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data.One way to have this field updated automatically when editing or creating features is to use 'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:



- *Check the 'Enable editor tracking' box*
- *Set the 'Edit Date Field' to LAST_MOD*
- *Select 'Database Time' to record dates*

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There MUST be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated *"EGDMS Field Mapping to CAPCOG"* spreadsheet.

***Expected Field Values**: With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI**: In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
    - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID**: This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID**: Domain name of the agency (county) uploading. A list of these domains can be found in the *"How to Create Globally Unique IDs (GUIDs)"* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer.** It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Commissioners Court - Regular Session **42.**

Meeting Date: 03/24/2020

Stanley Convergent Master Services agreement

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Master Service Agreement for Stanley Convergent Security Solutions, Inc. for Surveillance Equipment and Monitoring Services in the not-to-exceed amount of $350,000.00, per Sourcewell Contract #031517-SCS, and authorizing execution of the agreement.

Background

This agreement includes the purchase/installation, including service plans, storage and surveillance solution and monitoring at various County locations. Department contact: Christi Stromberg: Funding source: This expenditure may be charged to various funds/ line items, such as, but not limited to: 100-0509-4509,4510,5300 and other department specific line items and projects, if necessary, as approved in the budget for the respective fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/17/2020 12:26 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2020 04:28 PM
Form Started By: Kerstin Hancock		Started On: 03/10/2020 09:54 AM
Final Approval Date: 03/17/2020		

Master Service Agreement

No. Q-145334

This Master Agreement is made and entered into this 29th day of January 2020 between STANLEY Convergent Security Solutions, Inc. with its principal place of business located in 8350 Sunlight Drive, Fishers, IN 46037 (hereinafter referred to as "SCSS") and Williamson County-Central Maint. Facility, with its principal place of business located at 3101 S.E. Inner Loop, Georgetown, TX 78626 (hereinafter referred to as "Customer"). This Master Agreement sets forth the general terms and conditions for which SCSS shall provide services to Customer.

1. **SCOPE OF AGREEMENT.**
The instant terms and conditions shall apply to the following services: sales and/or installation, including Service Plans, Storage and Surveillance Solution and monitoring, as described in a Schedule of Service and Protection ("Schedule") and/or Proposal requested by Customer and agreed to by SCSS. SCSS will provide the services at the location(s) specified on the attached Schedule. If Customer purchases equipment, at the expiration of the limited warranty, repair service will be on a time and material basis during the hours of 8am-4pm Monday through Friday, excluding holidays, unless Customer subscribes to a service plan described on the Schedule.

It is agreed that Customer is a Sourcewell cooperative purchasing contract, Contract No. 031517-SCS, user and shall have the right to receive the Sourcewell cooperative pricing under this Agreement.

Should Customer choose to use SCSS owned systems, the parties agree to sign a separate agreement for any locations at which Customer will lease SCSS systems.

2. **Term, Renewal, and Expiration.**
This Agreement shall remain in force for an Initial Term of 60 Months from the date this Agreement is executed (the "Initial Term"). If Customer has existing locations currently using SCSS systems and/or services, the terms and conditions of this Agreement shall cancel and supersede existing agreements at those locations. After the Initial Term expires, this Agreement will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least 60 days prior to the anniversary date of the Initial Term. During the Initial Term, the terms and conditions of this Agreement shall control each location specified in a Schedule (a "new location") for a period of 60 Months from the date the system first becomes operational at any such new location and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least 60 days prior to the anniversary date that installation on the location commences. Provided, however, that if the Agreement has terminated or expired prior to the end of the term of such new location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SCSS and the Customer, as to the providing of services to any such new locations.

3. **Payment**.
Customer agrees to pay SCSS:
   A. For the sale and/or installation of the systems as provided in the Schedule attached hereto. For any equipment identified as "TKO" on the Schedule, Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.

   B. For the monitoring, and/or service of the system(s) as provided in the Schedule, commencing from the date of installation completion, which shall be the day said item of equipment is installed at Customer's location and/or is communicating with SCSS's monitoring facility (the "Center") as determined by SCSS ("Installation Date.") Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month. Payments for services are due Monthly in advance, commencing from the first day of the month following the date the system becomes operative.

   C. Customer agrees that at any time following expiration of the first 12 Months of any Schedule, SCSS may increase the basic monthly charges for the location(s) specified on the Schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed 9% percent over the previous twelve (12) months' basic ongoing charges.

   D. 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.

   E. The not-to-exceed amount for any 12-month term under this Agreement shall be $350,000.00, unless revised by the Williamson County Commissioners Court through a written amendment signed by both parties.

4. **Liquidated Damages and SCSS's Limits of Liability.**
   A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise, with the exception of named indemnitees in Article 4 herein.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR $10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SCSS's LIABILITY SHALL BE LIMITED TO $500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS's SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF THE SERVICE PROVIDED BY SCSS, INCLUDING BUT NOT LIMITED TO, THE MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

   D. Paragraphs A through C of this Article 4 shall apply to any other company or entity which, in addition to SCSS, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.

   E. It is further agreed that Paragraphs A through D of this Article 4 shall be subject to the extent authorized under Texas Law.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879.

F. SCSS will indemnify, defend and hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Owner's premises performing the installation and/or repair work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

G. *Limited Equipment Warranty*. Where Customer purchases a security system under this Agreement, SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8:00 am – 4:00 pm local time, Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced on a time and material basis.

DISCLAIMER OF ALL OTHER WARRANTIES: WITH THE EXCEPTION OF THE FOREGOING *LIMITED EQUIPMENT WARRANTY*, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

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 PROVIDES SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges**.

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.

C. The payments set forth in the Schedule referenced in paragraphs 3.A. and 3.B. include telephone company line charges if required. SCSS may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the system.

D. Installation charges set forth in the Schedule assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if SCSS's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.

E. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain alarm use permits, required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. Failure to pay amounts when due shall give SCSS the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3.

6. **Further Obligations of Customer.**

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SCSS due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SCSS OF ANY EQUIPMENT OR DEVICE TO ANY SCSS EQUIPMENT.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. To the extent applicable, Customer shall permit SCSS access to the premises for any reason arising out of, or in connection with, SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer.

F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., *Limited Equipment Warranty*.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES,

PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM A BREACH OF THE FOREGOING REPRSENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review or provide a copy of the Agreement or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. **Further Obligations of SCSS; Limitations**.

A. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the system will be connected to SCSS's Center. Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice**.** Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist, or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If a service plan or software support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement.

8. **Proprietary Protection.**

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. **Termination.**

A. SCSS may terminate this Agreement as follows:

i) Immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days after receipt of written notice from SCSS specifying such default. Notification by facsimile, U.S. mail or by courier shall be acceptable Upon such termination for default, the balance of all moneys due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii) Immediately, in the event SCSS's monitoring center, the telephone lines, wires, or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii) As provided in Article 2 relating to expiration.

B. Customer may terminate this Agreement:

i) Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location; or

ii) In the event SCSS defaults in the performance of any of the terms and conditions of the Agreement, SCSS shall have thirty (30) calendar days from the receipt of written confirmation by the Customer of such default to remedy or cure the default. If, after the thirty (30) calendar day period SCSS does not remedy or cure such default, Customer may terminate the Agreement effective immediately thereafter; or

iii) As provided in Article 2 relating to expiration.

C. 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 prior 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.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879.

D. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.

10. **Assignment**.
This Agreement is not assignable by the Customer, except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of the obligations under the Agreement, without the consent of, but with notification to, the Customer.

11. **Insurance and Waiver of Subrogation**.
Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Non-solicitation**
During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired Employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contact a party's employees without the party's knowledge will not be considered solicitations for purposes of this paragraph.

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

15. **Choice of Law**
This Agreement is entered into in the State of Texas with venue in Williamson County, Texas, and shall be interpreted, enforced and governed under the laws of the State of Texas without regard to application of conflicts of laws principles that would require the application of any other law.

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

17. **Right to Audit**
SCSS 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 SCSS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SCSS agrees that Customer shall have access during normal working hours to all necessary SCSS 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 SCSS reasonable advance notice of intended audits.

18. **Entire Agreement.**
It is agreed to and understood by the parties that this Agreement, and the attached Schedule and Exhibits, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS's management as provided below. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: Williamson County-Central Maint. Facility
Randy Rimmer	
Security Representative	**Customer (Sign)**
Sr.Security Sales Consultant	
Security Representative Title	**Customer (Print)**
Mindi Partin	
STANLEY Authorized Manager (Sign)	**Title**
Mindi Partin	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	3101 S.E. Inner Loop	3101 S.E. Inner Loop	3101 S.E. Inner Loop
City	Georgetown	Georgetown	Georgetown
State/Providence	TX	TX	TX
Country	United States	United States	United States
Zip/Postal Code	78626	78626	78626
Attention			
Billing Contact	Nathan Pearl	Nathan Pearl	Nathan Pearl
Billing Phone	(512) 943-1599	(512) 943-1599	(512) 943-1599
Billing ID			
Special Handling Required	Y	Y	Y
Notes for Special Handling	Tax Exempt	Tax Exempt	Tax Exempt
PO #			

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879.

Exhibit A

Proposal to allow any upgrades, modifications or new system equipment and services to the following Williamson County properties. Also, to include any software upgrades, licensing and system support.

Facility Name	Address	City
Courthouse	710 S Main St	Georgetown
Williamson Museum	716 Austin Ave	Georgetown
Georgetown Health Dept	102 W 3rd St	Georgetown
Taylor Health Dept	115 W 6th St	Taylor
Round Rock Annex Bldg A	211 Commerce Cove	Round Rock
Round Rock Annex Bldg B	211 Commerce Cove	Round Rock
DPS Driver's License	516 Pine St	Georgetown
Sheriff Administration/Jail	508 S Rock St	Georgetown
Justice Center	405 MLK	Georgetown
Liberty Hill Annex	3407 RR 1869	Liberty Hill
Lott Building	107 S Holly	Georgetown
Health Dept Education	300 S Main St	Georgetown
Health Dept Environmental	303 S Main St	Georgetown
EMS Station Medic 42	1427 S Main St	Taylor
ABC/Game Warden	517 Pine St	Georgetown
EMS Medic 53/54	305 MLK	Georgetown
EMS Administration	303 MLK	Georgetown
Old Jail Bldg	312 S Main St	Georgetown
Red House (leased - Life Steps)	311 S Main St	Georgetown
Central Maintenance Facility	3151 SE Inner Loop	Georgetown
Wireless Radio Shop/EMS Warehouse	508 Holly	Georgetown
Cedar Park Annex	350 Discovery Blvd	Cedar Park
Taylor Annex	412 Vance St	Taylor
EMS Station Medic 41	2604 Northlawn	Taylor
EMS Station Medic 23	209 W Willis/200 Bagdad Rd	Leander
Granger CTTC Facility	601 N Alligator Road	Granger
Inner Loop Annex	301 SE Inner Loop	Georgetown
Sheriff's Office Eastside	2501 Mallard Lane	Taylor
Juvenile Justice Center	200 Wilco Way	Georgetown
Parking Garage CJC/Jail	305 W 4th Street	Georgetown
Expo Center	5350 Bill Picket Trail	Taylor
JP Pct 4	211 W 6th	Taylor
Sheriff Gun Range	3901 County Rd 130	Hutto
Tax Office	904 S Main	Georgetown
Hutto Recycling Center	600 Landfill Road	Hutto
Facilities Services Center	3101 SE Inner Loop	Georgetown

Children's Advocacy Center	**1811 SE Inner Loop**	**Georgetown**
Jester Annex	**1781 & 1801 E Old Settlers Rd**	**Round Rock**
Blackland Heritage County Park	**12000 E Hwy 29**	**Georgetown**
Landfill	**600 Landfill Road**	**Hutto**
Emergency Services Operations Center	**911 Tracy Chambers Lane**	**Georgetown**
Parks Admin	**219 Perry Mayfield**	**Leander**
Williamson County Cities Health District	**355 Texas Avenue**	**Round Rock**
Hutto House	**175 CR 138**	**Hutto**
SOTC	**8160 Chandler Rd**	**Hutto**
North Campus - Fuel Station	**3161 SE Inner Loop**	**Georgetown**
North Campus - Wireless Communication	**3171 SE Inner Loop**	**Georgetown**
North Campus - EMS Training	**3189 SE Inner Loop**	**Georgetown**
North Campus - Vehicle Impound	**3181 SE Inner Loop**	**Georgetown**
Georgetown Pct 3 Annex	**100 Wilco Way**	**Georgetown**
WC Regional Animal Shelter	**1855 SE Inner Loop**	**Georgetown**
Commissioner Pct 4	**321 Ed Schmidt Blvd # 200**	**Hutto**
Any other Parks Location not listed		
Any other buildings acquired by Williamson County		

Service Calls will be handled in timely manner within 5 days of service request.

Williamson County Facilities will be notified immediately when service date is scheduled and given minimum of 30 minutes notice of tech arriving at site.

Adequate shelf stock will be kept at Wilco Facilities to prevent down time for repairs due to the necessity to order parts which will include but not limited to card readers, boards, power supply, rex, mag locks, panic bars or any other equipment deemed necessary. Replacement of shelf stock will take place as needed to keep adequate amount on hand.

Subscription to SSG will be provided.

Commissioners Court - Regular Session **43.**

Meeting Date: 03/24/2020

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	02/20/2020 10:08 AM
Form Started By: Vicky Edwards		Started On: 02/20/2020 10:03 AM
Final Approval Date: 02/20/2020		

Commissioners Court - Regular Session **44.**

Meeting Date: 03/24/2020

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the March 2020 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2020 Construction Summary Report

March 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:39 AM
Form Started By: Dawn Haggard		Started On: 03/16/2020 09:45 AM
Final Approval Date: 03/19/2020		

ROAD BOND PROGRAM

Construction Summary Report

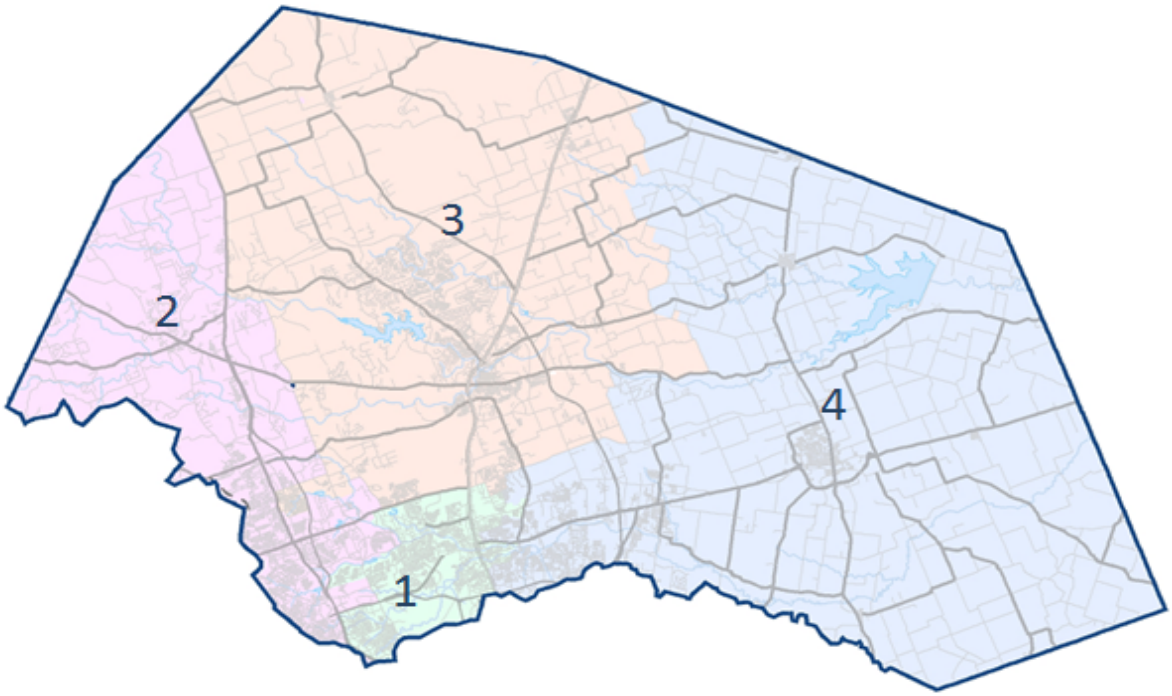
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.03



Presented By:

PRIME STRATEGIES, INC.

HNTB

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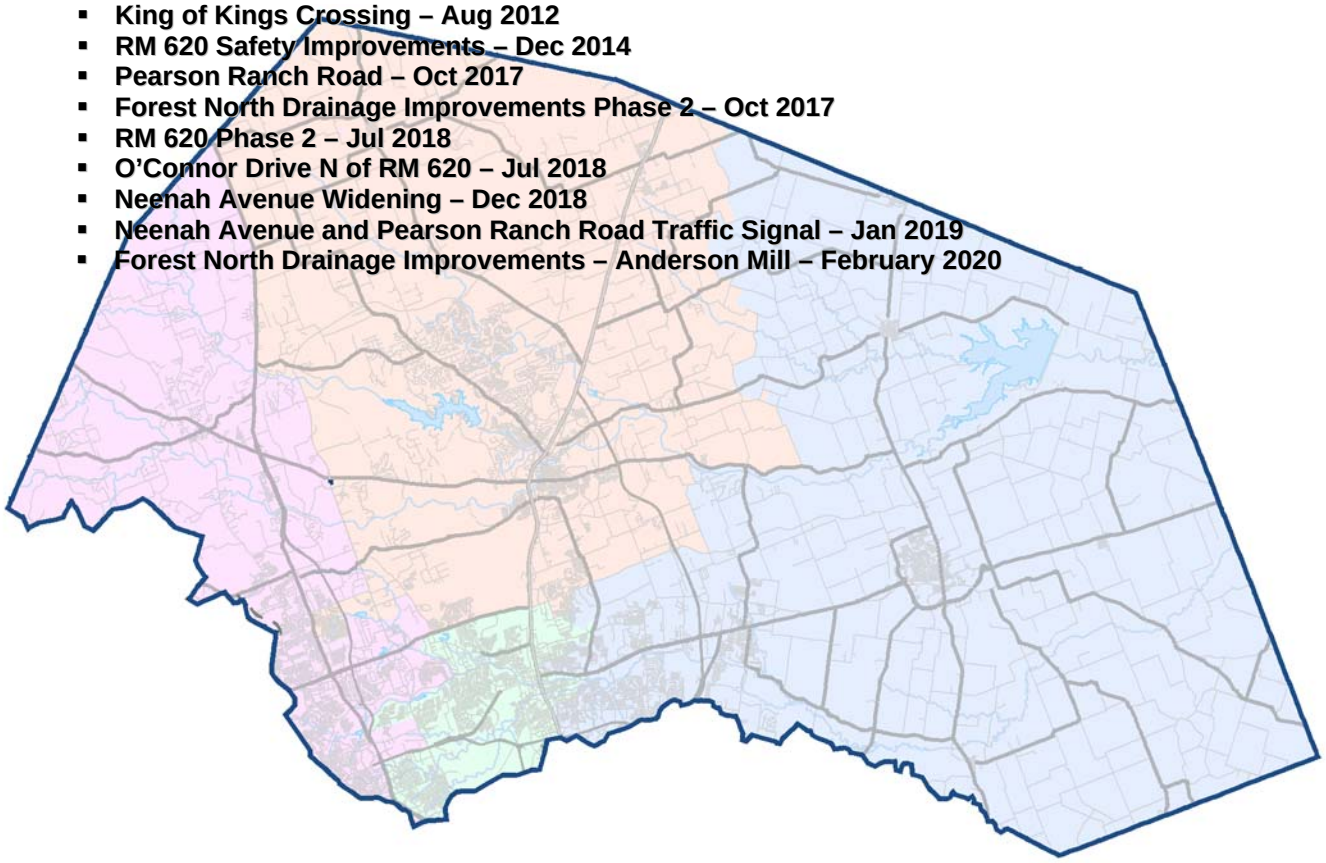
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY2020

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – February 2020**



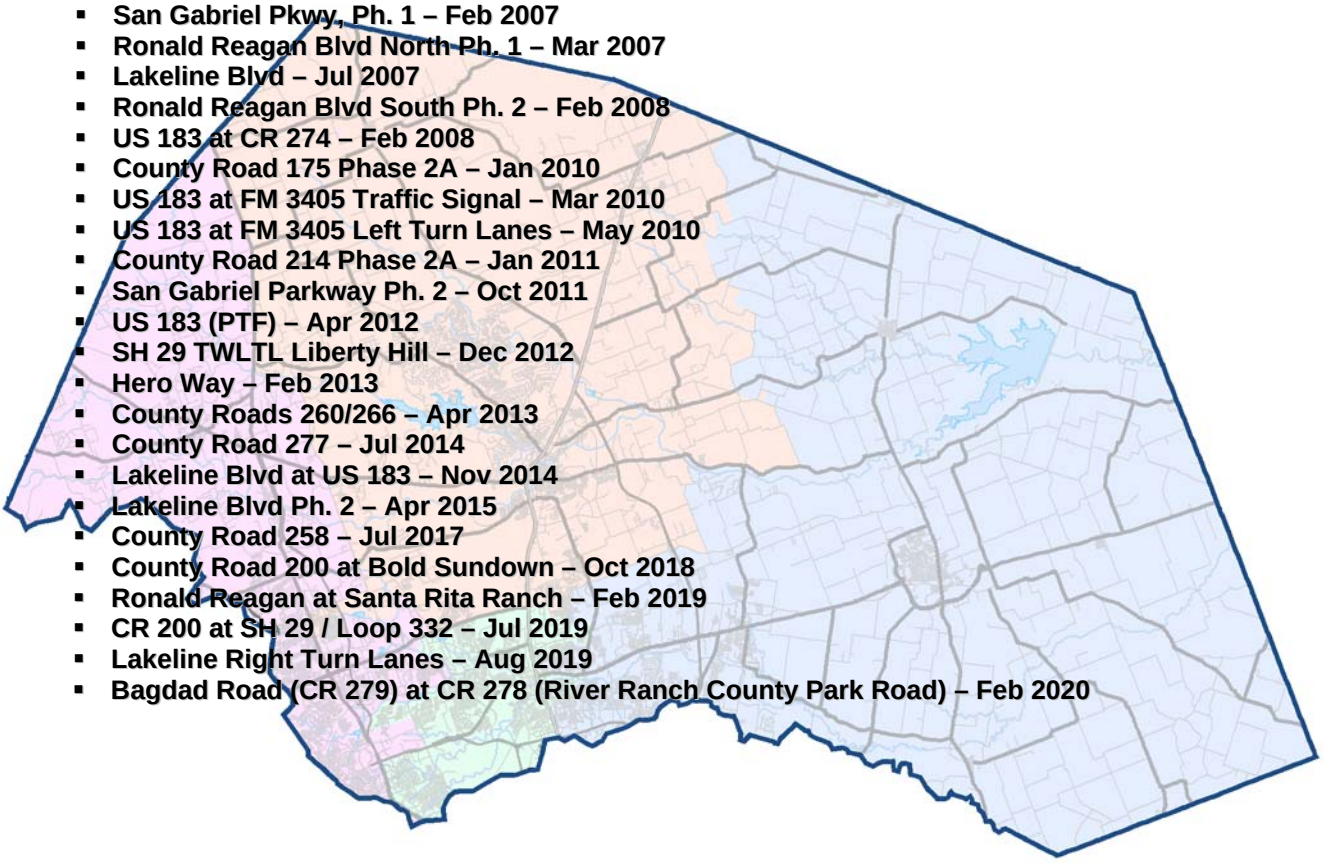
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY2020

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**



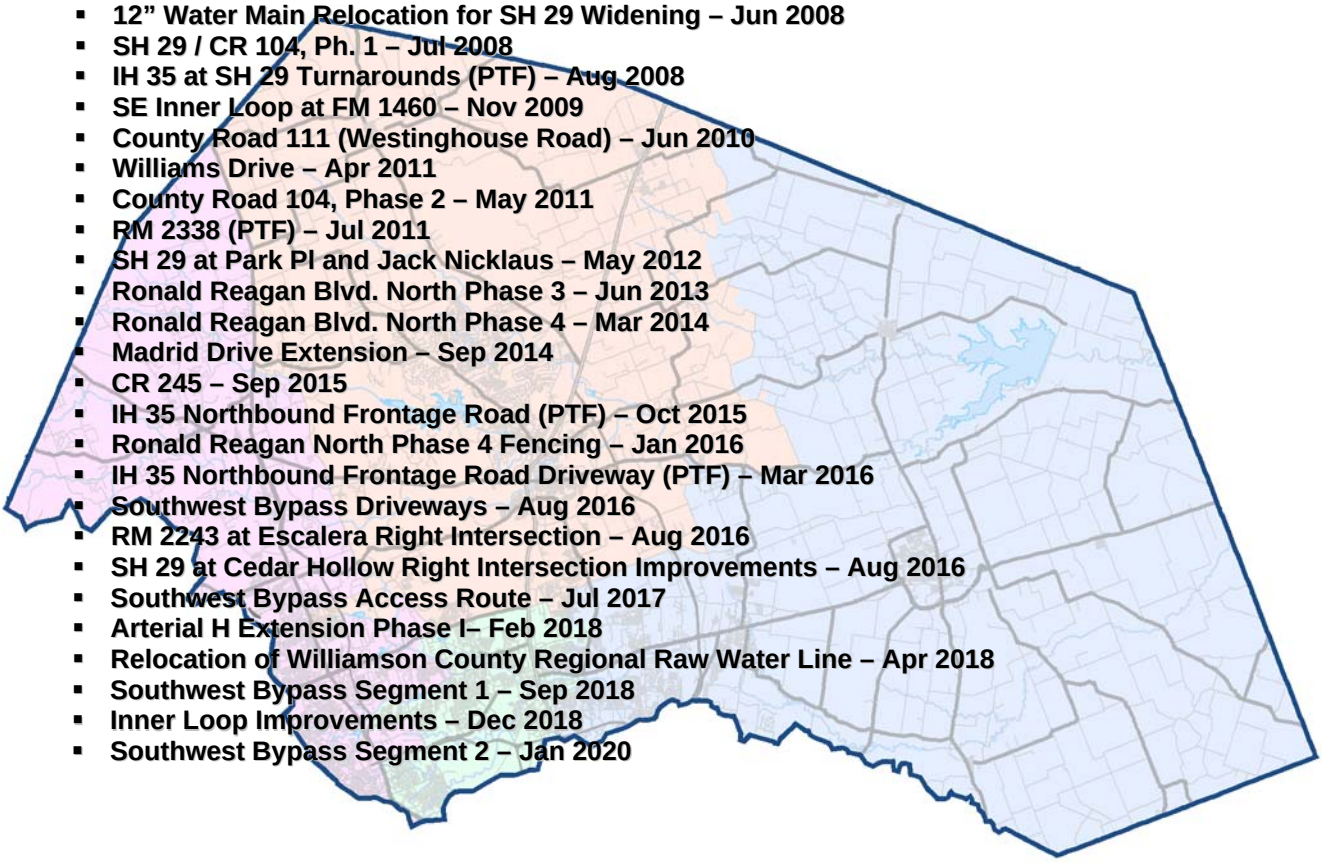
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY2020

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Southwest Bypass Segment 2 – Jan 2020**



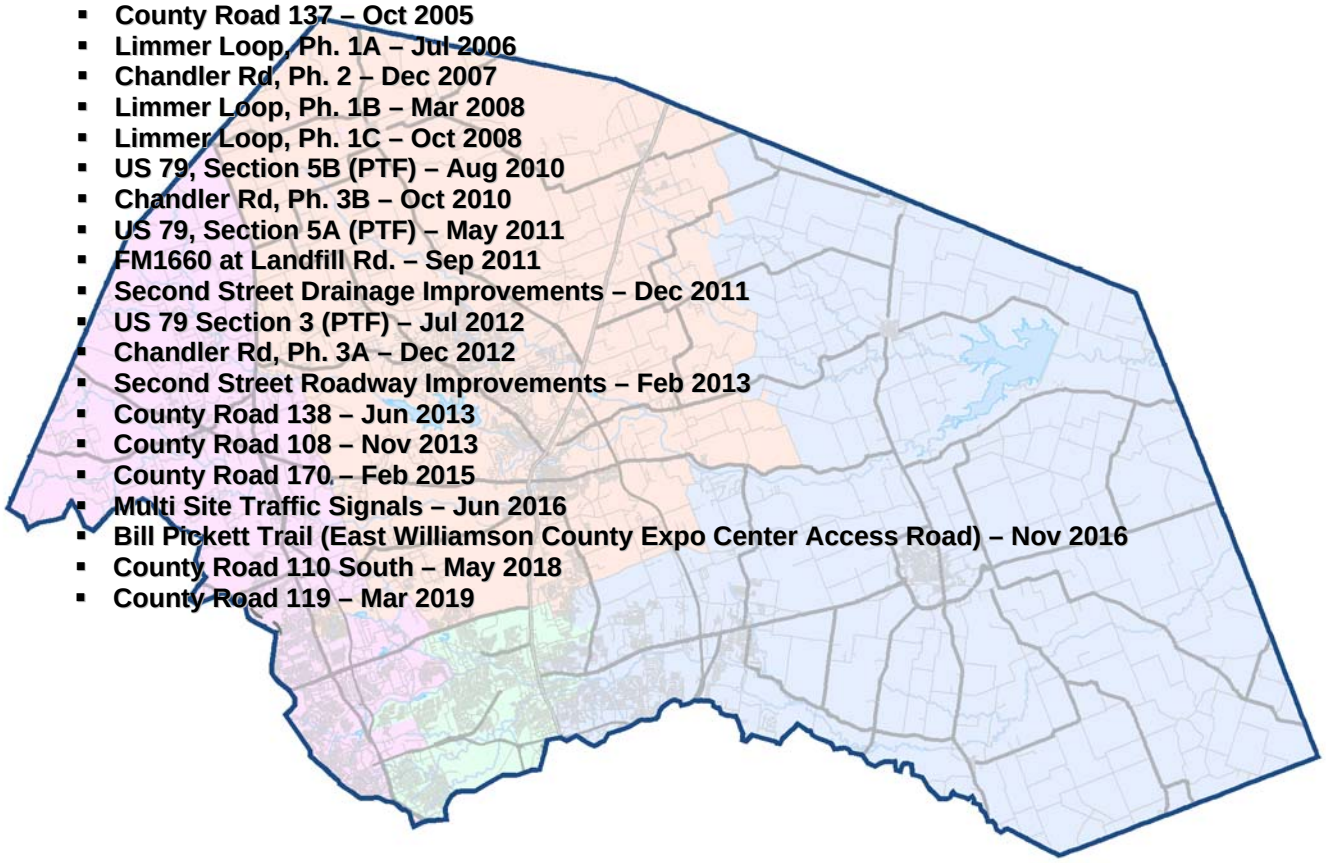
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

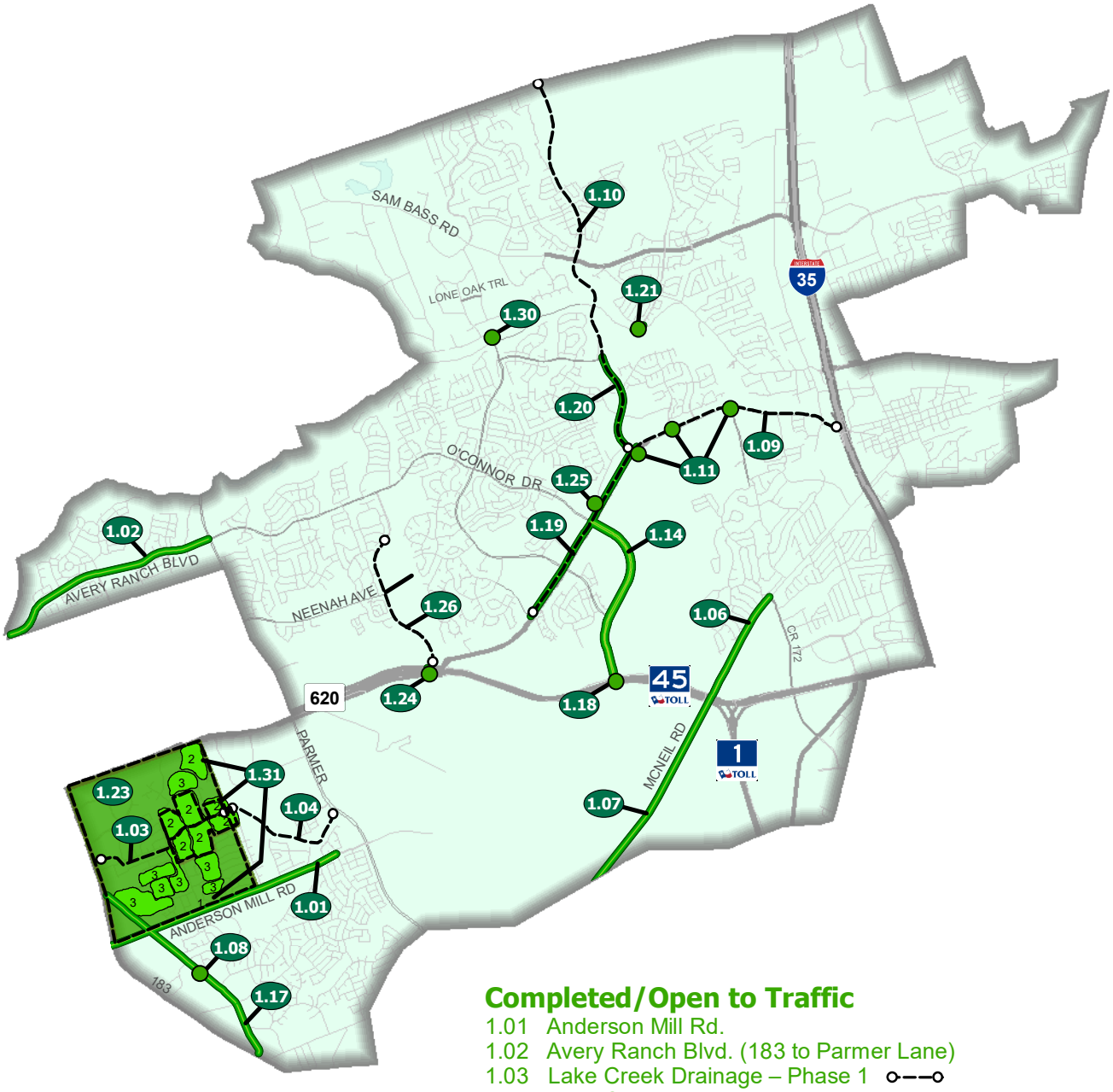
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY2020

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**



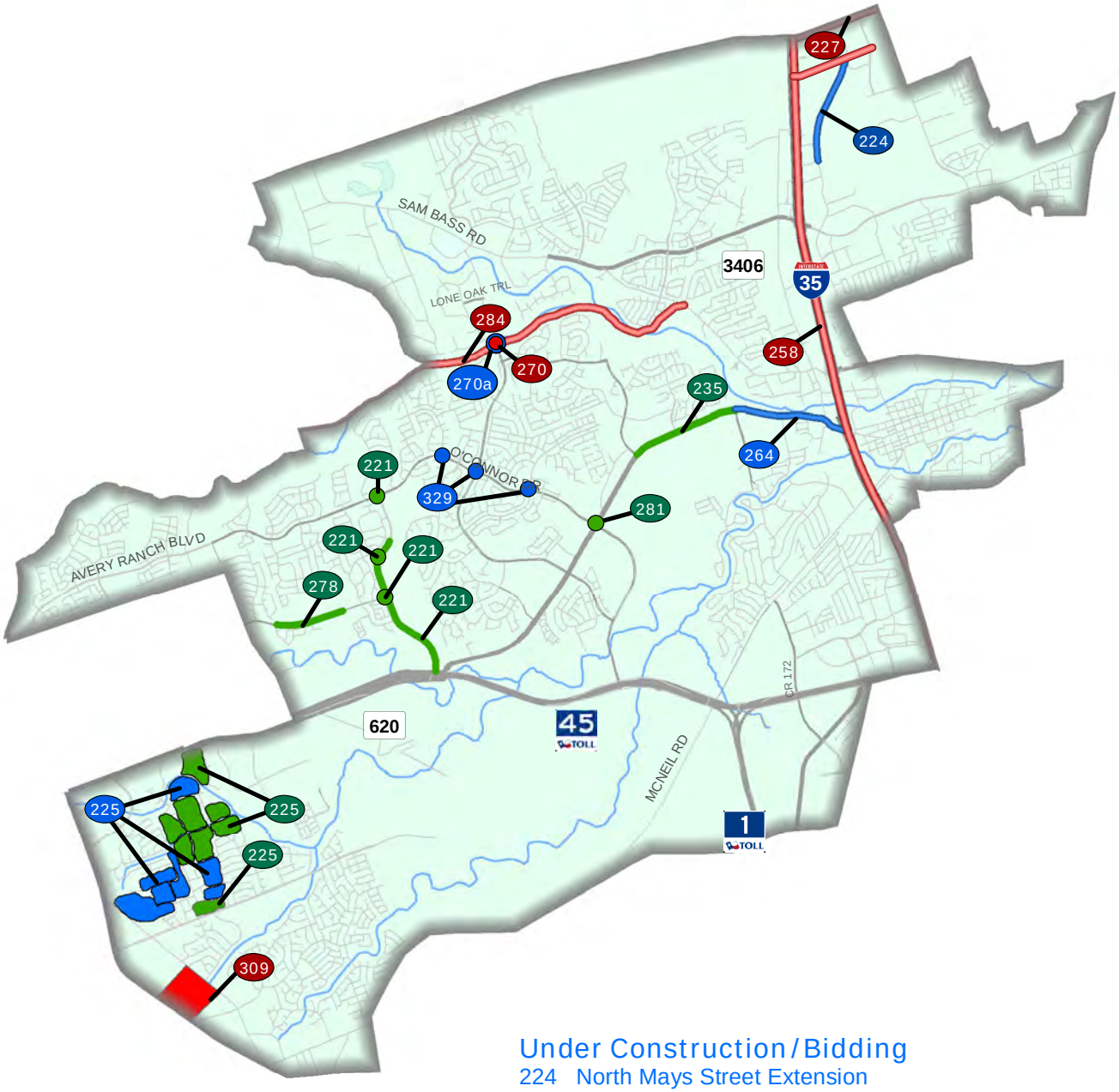
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

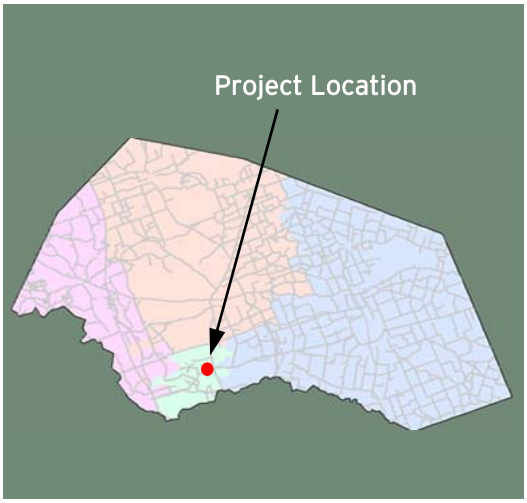
- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225 Forest North Drainage Improvements Phase 3
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)



North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - July 2020
Estimated Construction Cost: $10.8 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: Capital Excavation placed 18" reinforced concrete pipe (RCP) on the south Chandler Branch Bridge (the Bridge) approach. The drop inlet for Driveway 5 was installed. The bridge rail on Span 7 was formed and poured. AT&T's Subcontractor, Housley Group, bored two 3" conduits.

02/14/2020: Subcontractor Flasher shut down the intersection of North Mays and Paloma Drive. 18" RCP was placed on the northbound side of North Mays. Curb and gutter was placed in the radii of the North Mays and Arterial L intersection. The approach slab at Abutment 11 of the Bridge was poured.

02/21/2020: The cast-in-place section of the 6'x3' box culvert (Line 3-03) was formed and poured, tying the new box culvert to the existing box culvert. The bridge rail on Spans 7 and 8 of the Bridge was formed and poured.

02/28/2020: The intersection of North Mays St. and Paloma Drive was opened to the existing traffic pattern. The bridge rail on Span 7 for the southbound side of the Bridge was formed and poured. The sidewalk on the southbound side of the bridge was formed and poured on Spans 8, 9, and 10. AT&T completed their relocation on the north end.

Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	8
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	13	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	15	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	21	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	52	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	67	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97

Adjusted Price = $10,775,835.75

Forest North Drainage Improvements - Anderson Mill
Project No. 1811-278

Original Contract Price = $295,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/5/2018	1/15/2019	4/3/2019	4/15/2019	2/7/2020		30	0	30

Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	% ($)	% Time
1	4/15/2019	6/20/2019	17	$145,702.80	$145,702.80	$16,189.20	$16,189.20	55	57
2	6/21/2019	6/30/2019	13	$45,702.66	$191,405.46	$5,078.07	$21,267.27	72	100

2/28/2020 Comments - Substantial Completion was achieved on February 7, 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	9/10/2019	$ 1,513.40	$ 1,513.40

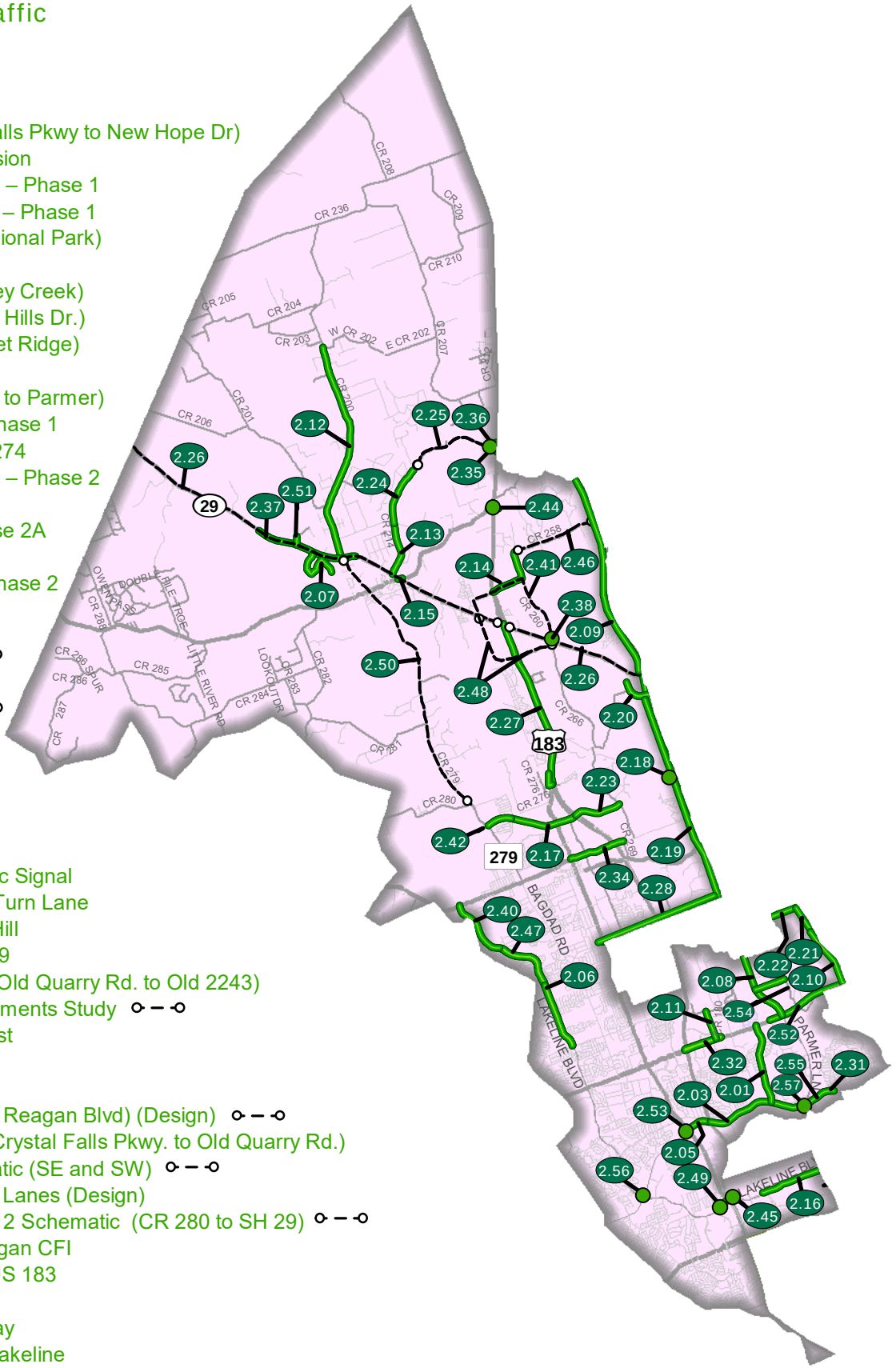
3F: County Convenience. Additional work desired by the County. This Change Order adds drainage improvements on Tottenham Court at the County's request and provides the final balancing of unused items for the 8-inch water line relocation.

Adjusted Price = $296,513.40

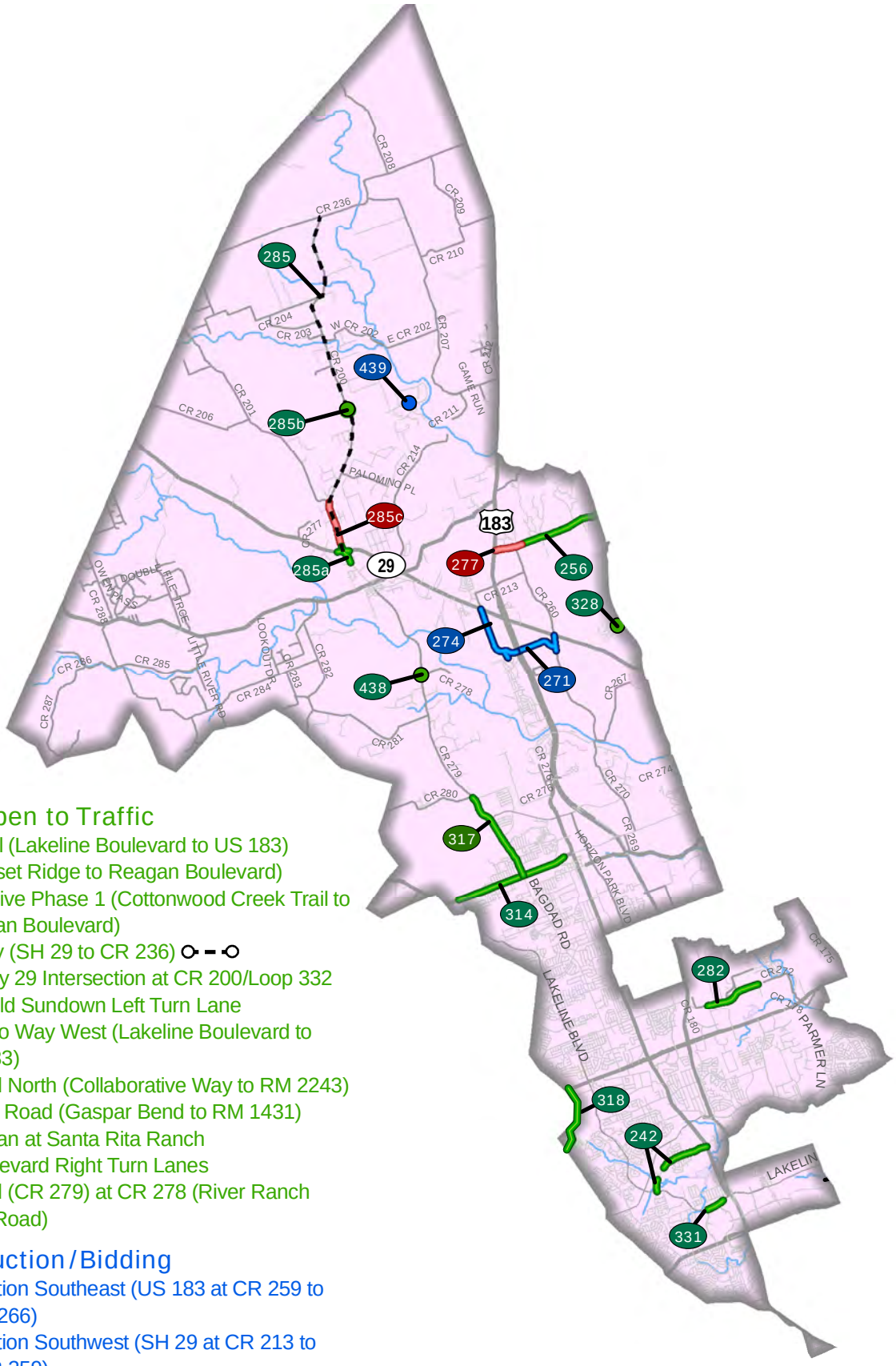
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

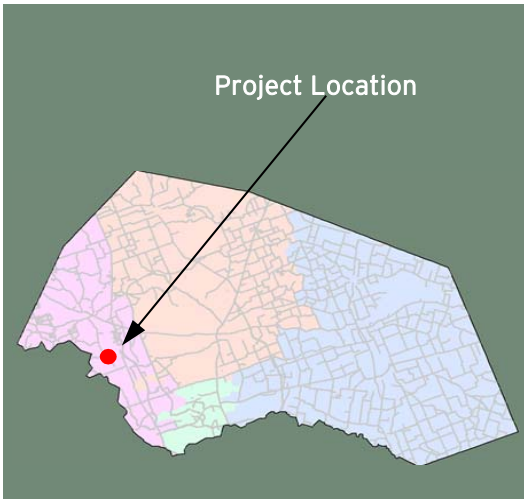
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
(Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
Estimated Construction Cost: $3.0 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: Champion Site Prep placed topsoil for northbound ditch along CR 279 and along south side of the park road. Subcontractor Texas Materials finished paving the bike trail. Subcontractor DIJ installed final striping throughout the project. Subcontractor AWP began installing small signs on main lanes and the park road. Subcontractor BMP continued placing and blending compost & fertilizer for the ditches along CR 279.

02/14/2020: Substantial Completion was reached on 2/13/20. Removal of the tree protection fence continued. Subcontractor AWP installed small signs for Bagdad Road. A punch list walkthrough was conducted on 2/10/20.

02/21/2020: Placement of topsoil for the side slopes and ditches along the park road continued. Subcontractor Texas Materials removed and replaced asphalt at park exit to address ponding water issue. Subcontractor KimTil placed concrete diamond for the adjusted gate valve at CR 278.

02/28/2020: Topsoil continued to be placed for the side slopes and ditches along the park road. Subcontractor AWP installed stop sign at CR 278/CR 279 intersection. Subcontractor All Things Mason installed an in-place mock-up for the stone veneer of the entry gate wall.

Design Engineer: Lockwood, Andrews, & Newnam
Contractor: Champion Site Prep
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020			480		480

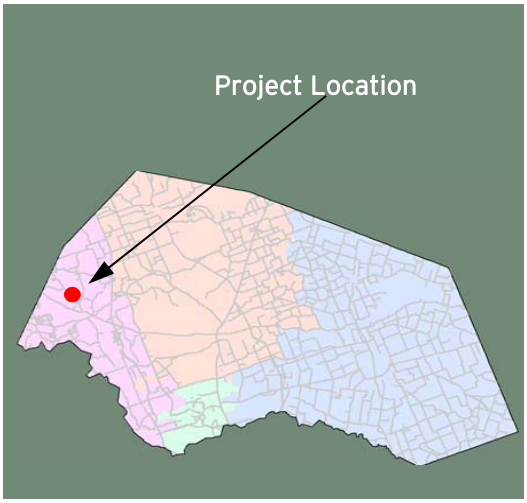
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	19	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	26	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	31	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	31	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	33	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	40	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	48	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	57	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	61	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	66	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	89	96
15	2/1/2020	2/29/2020	29	$78,833.21	$2,483,678.04	$8,807.89	$276,012.87	92	102

2/29/2020 Comments - Substantial Completion was achieved on February 13, 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

Adjusted Price = $3,012,416.00



San Gabriel Ranch Road Bridge at Lackey Creek
(Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

Project Schedule: October 2018-March 2020
Estimated Construction Cost: $1.4 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: Subcontractor Ranger continued processing flexible base on the east and west approach roadways and graded the adjacent areas to achieve positive drainage away from the roadway and into the creek.

02/21/2020: Subcontractor Ranger prepared flexible base on the east and west roadway approaches for prime coat application and HMA paving, constructed a driveway on the east end of the project, and regraded an area on the south west corner of the project to provide swale ditch within the limits of the right of way.

02/28/2020: Subcontractor Ranger continued finishing the final lift of flexible base for the west and east roadway approaches.

Design Engineer: Freese and Nichols
Contractor: A Greater Austin Development Co.
Construction Observation:
Feng Chen / Kyle LeBlanc, HNTB

Williamson County
Road and Bridge

HNTB

PRIME STRATEGIES, INC.

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)
Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0
4	2/1/2019	3/31/2019	0	$14,943.46	$53,882.23	$1,660.38	$5,986.91	4	0
5	4/1/2019	4/30/2019	15	$192,636.00	$246,518.23	$21,404.00	$27,390.91	19	12
6	5/1/2019	5/31/2019	18	$110,889.98	$357,408.21	$12,321.11	$39,712.02	27	26
7	6/1/2019	6/30/2019	12	$39,727.80	$397,136.01	$4,414.20	$44,126.22	30	36
8	7/1/2019	7/31/2019	20	$69,883.20	$467,019.21	$7,764.80	$51,891.02	36	52
9	8/1/2019	9/30/2019	43	$320,467.68	$787,486.89	$35,607.52	$87,498.54	60	86
10	10/1/2019	10/31/2019	17	$36,404.24	$823,891.13	$4,044.92	$91,543.46	63	100
11	11/1/2019	11/30/2019	10	$56,562.93	$880,454.06	$6,284.77	$97,828.23	68	108
12	12/1/2019	12/31/2019	20	$201,899.25	$1,082,353.31	$22,433.25	$120,261.48	83	124
13	1/1/2020	1/31/2020	20	$75,223.62	$1,157,576.93	$8,358.18	$128,619.66	89	140

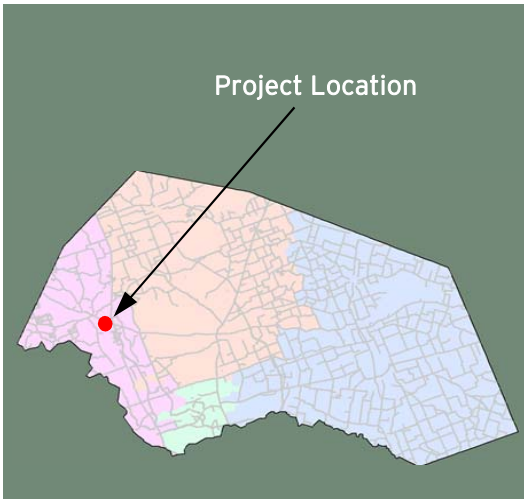
Change Order Number	Approved	Cost This CO	Total COs
01	5/21/2019	$16,166.09	$ 16,166.09

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the exploratory work to unclog an existing culvert pipe to expedite dewatering of the pond prior to the start of construction. 6C: Untimely ROW/Utilities. Utilities not clear. This change order compensates the Contractor for the additional cost of double handling rock riprap material caused by the delay in relocation of the AT&T line.

Change Order Number	Approved	Cost This CO	Total COs
02	2/11/2020	$5,811.00	$ 21,977.09

1A: Design Error or Omission. Incorrect PSE. This Change Order adds a new item to compensate the Contractor for the cost to fabricate and deliver slot drain cover plates that was deleted from the project. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order replaces lime treatment with an additional 6" of flexible base.

Adjusted Price = $1,447,278.99



Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - December 2020
Estimated Construction Cost: $13.3 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: Southwest: Jordan Foster's subcontractor GK Construction continued to tie steel for the concrete paving (from US 183 southbound towards SH 29). **Southeast:** The Contractor processed the final course of flexible base on both sides of Bridge E at the approaches. PEC's driveway was demolished where it encroached into the proposed roadway. The upstream end of Channel E continued to be excavated. The T223 Rail was formed and placed at Bridge F and more concrete riprap was placed at the outfall of Culvert H. Inlet I-9 and Driveway Culvert I-8 were installed on the east side of existing CR 266. **PEC Pond:** The weir wall forms were removed.

02/21/2020: Southwest: Subcontractor GK Construction continued to tie steel for the concrete paving (from US 183 southbound towards SH 29). The Contractor excavated and shaped the ditch along the east side of the roadway from south of SH 29 to existing Texas Materials driveway. **Southeast:** The approach slabs were graded and formed at both Bridges E and F. Arch pipes were installed for Culvert H across CR 266, south of SH 29. The concrete for Structure G footing was placed on the west side of the SH 29 and CR 266 intersection. The mitered ends for the safety end treatments were installed at Driveway Culverts I-6, I-7, and I-8 off of CR 266. **US 183 Crossover:** Topsoil was shaped and placed along the ditch on US 183 southbound side .

Design Engineer: K Friese and Aguirre & Field
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019				540		540

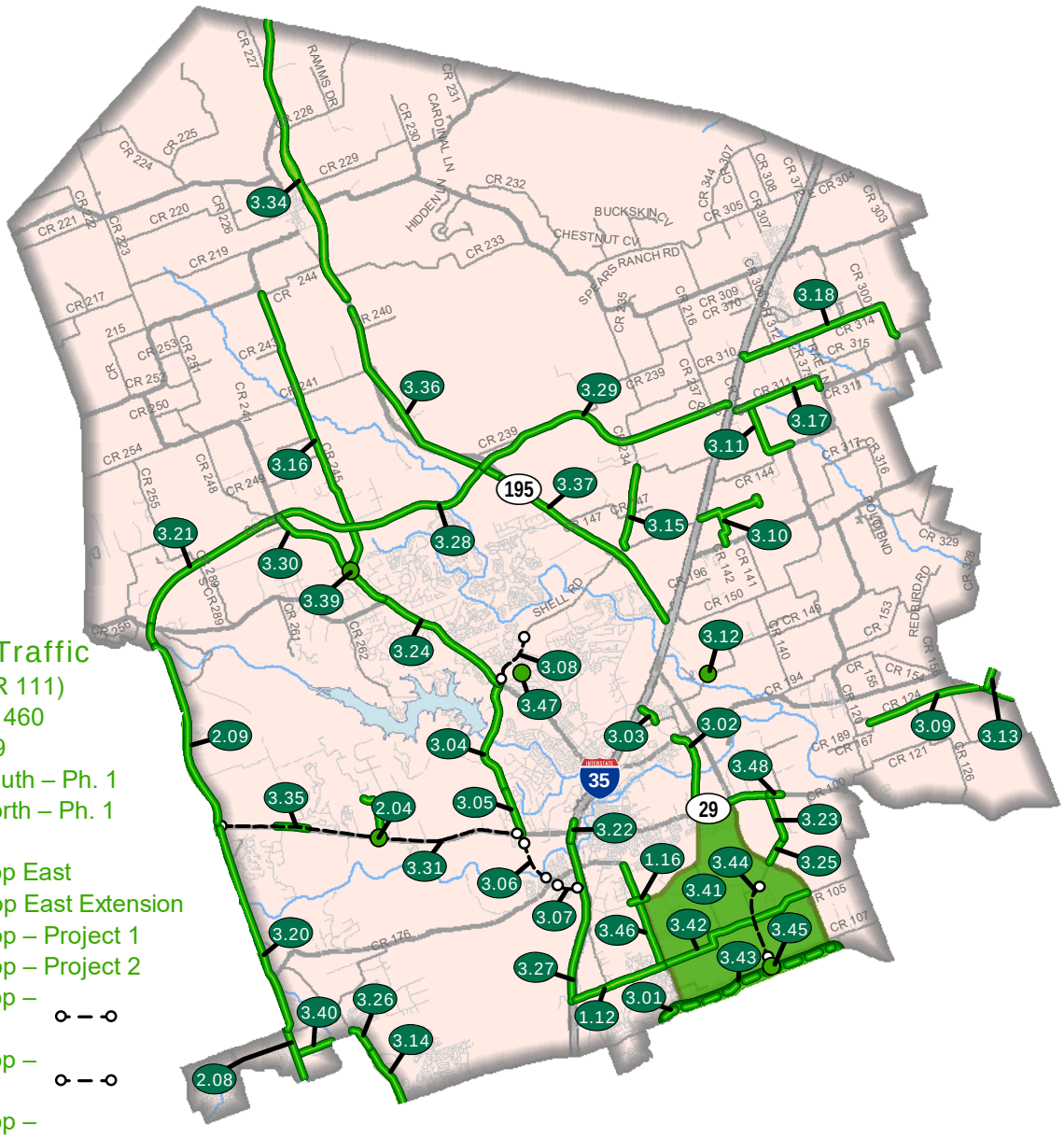
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	28	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	33	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	35	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	39	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	43	51

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

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.

Adjusted Price = $13,382,564.46

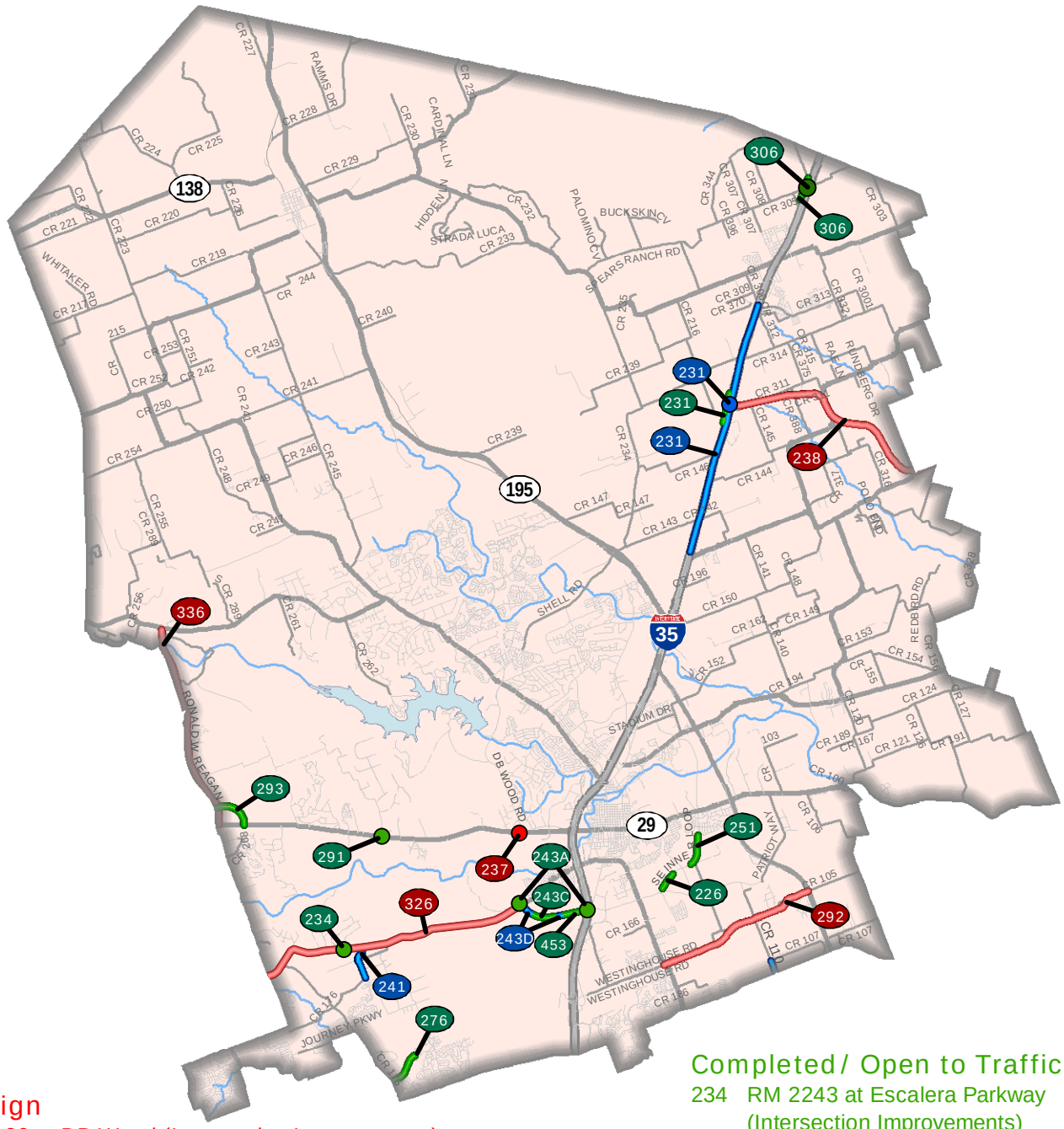
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
326 RM 2243 Realignment (183A to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

234 RM 2243 at Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 at Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
306 CR 305 at IH 35 Bridge Replacement
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)
2017-0065-CIP

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018			337	64	401

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	10
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	18	18
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	21	25
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	33
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	35	41
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	41	48
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	54	56
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	62	63
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	67	71
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	74	78
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	77	86
12	8/1/2018	8/31/2018	31	$857,510.85	$4,880,544.85	$45,133.02	$256,870.78	93	94
13	9/1/2018	9/25/2018	25	$154,914.24	$5,035,459.09	$8,153.38	$265,024.16	96	100
14	9/26/2018	11/30/2018	0	$228,483.14	$5,263,942.23	$12,025.43	$277,049.59	100	100
15	12/1/2018	1/31/2019	0	$191,866.04	$5,455,808.27	-$227,049.59	$50,000.00	100	100
16	FINAL		0	$60,071.50	$5,515,879.77	-$50,000.00	$0.00	100	100

2/28/2020 Comments - All Warranty work has been completed.

Change Order Number	Approved	Cost This CO	Total COs
01	12/12/2017	$ 114,077.58	$ 114,077.58

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	-$197,398.67	$ (83,321.09)

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $5,515,879.77

Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168 Original Contract Price = $5,352,696.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018			300	98	398

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	7	9
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	16	16
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	26	32
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	27	39
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	34	46
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	47	54
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	60	62
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	80	69
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	90	77
10	8/1/2018	8/31/2018	31	$164,300.22	$4,423,036.74	$18,255.58	$491,448.53	93	85
11	9/1/2018	9/30/2018	30	$55,348.69	$4,478,385.43	$6,149.85	$497,598.38	95	92
12	10/1/2018	10/31/2018	31	$35,315.10	$4,513,700.53	$3,923.90	$501,522.28	95	100
13	11/1/2018	11/30/2018	30	$68,351.25	$4,582,051.78	$7,594.58	$509,116.86	97	108
14	12/1/2018	12/22/2018	22	$67,106.34	$4,649,158.12	$7,456.26	$516,573.12	98	113
15	12/23/2018	2/28/2019	0	$32,411.02	$4,681,569.14	$3,601.23	$520,174.35	99	113
16	3/1/2019	3/15/2019	0	$18,154.74	$4,699,723.88	$2,017.19	$522,191.54	99	113
17	3/16/2019	4/30/2019	0	$499,998.40	$5,199,722.28	-$499,998.40	$22,193.14	99	113
18	5/1/2019	1/28/2020	0	$20,049.52	$5,219,771.80	$2,227.73	$24,420.87	100	113

2/28/2020 Comments - A Change Order is being processed for additional work.

Change Order Number	Approved	Cost This CO	Total COs
01	12/5/2017	$ 6,050.40	$ 6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2” lift of Type C HMAC to one 2” lift of Type D HMAC.

Change Order Number	Approved	Cost This CO	Total COs
02	6/5/2018	$ 37,681.73	$ 43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repai of failures in the existing pavement does not require it.

Change Order Number	Approved	Cost This CO	Total COs
03	9/18/2018	$ 183,780.89	$ 227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

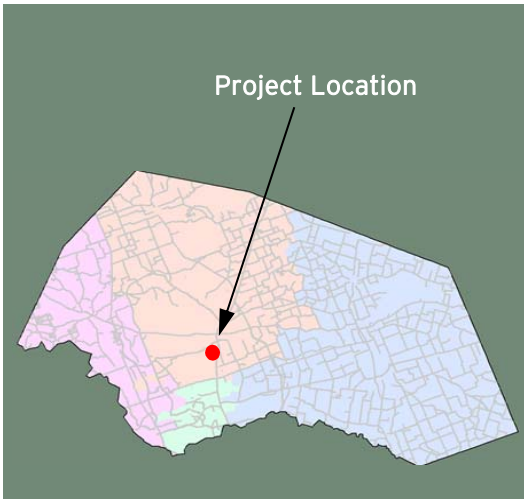
Change Order Number	Approved	Cost This CO	Total COs
04	3/5/2019	$ 20,171.94	$ 247,684.96

3F: County Convenience. Additional work desired by the County. 2C. Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Change Order Number	Approved	Cost This CO	Total COs
05	6/25/2019	$ (343,688.29)	$ (96,003.33)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds time to the contract for work added in Change Order #2. This Change Order also corrects an error in a previously reported quantity.

Adjusted Price = $5,256,692.67



Southwest Bypass Segment 2
(Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - April 2020
Estimated Construction Cost: $8.1 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: Subcontractor Roadway Specialties continued installing signs throughout the project and placed delineators where required. James Construction placed topsoil, continued placing rock riprap as needed, and graded, formed, and poured the flume by the metal bream guard fence at RM 2243. The house by the IH 35 southbound frontage road was removed. Subcontractor DIJ completed the striping on the project. Subcontractor Metalink continued to place posts and wire. The preliminary punch list work began. Substantial Completion was granted as of 1/27/20.

02/14/2020: Punch list items were worked upon.

02/21/2020: Punch list items continued. A walkthrough took place to finalize punch list items.

02/28/2020: Punch list items continued. Subcontractor G Carter installed Service #1 cabinet and ran wiring at the RM 2243 intersection. Subcontractor AWP removed some signs and barricades on RM 2243 and the IH 35 frontage road.

Design Engineer: HDR Engineering
Contractor: James Construction
Construction Observation:
Pat De Los Santos, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

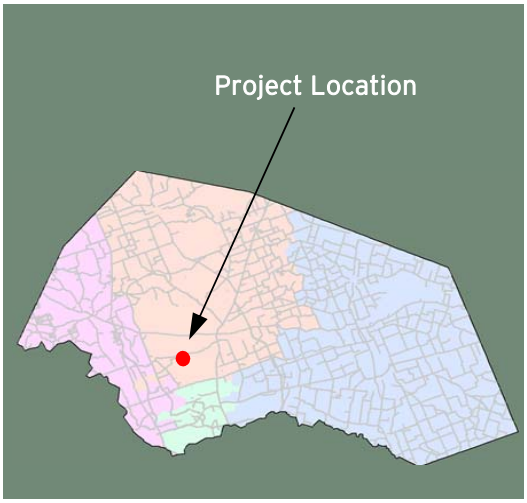
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219

Original Contract Price = $8,087,943.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018	1/27/2020			420	0	420

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/24/2018	10/25/2018	32	$650,245.50	$650,245.50	$72,249.50	$72,249.50	9	8
2	10/26/2018	11/25/2018	31	$282,139.19	$932,384.69	$31,348.80	$103,598.30	13	15
3	11/26/2018	12/25/2018	30	$935,358.18	$1,867,742.87	$103,928.69	$207,526.99	26	22
4	12/26/2018	1/25/2019	31	$150,358.76	$2,018,101.63	$16,706.52	$224,233.51	28	30
5	1/26/2019	2/25/2019	31	$87,117.34	$2,105,218.97	$9,679.71	$233,913.22	29	37
6	2/26/2019	3/25/2019	28	$658,360.62	$2,763,579.59	$73,151.18	$307,064.40	38	44
7	3/26/2019	4/25/2019	31	$368,480.57	$3,132,060.16	$40,942.28	$348,006.68	43	51
8	4/26/2019	5/25/2019	30	$518,691.89	$3,650,752.05	$57,632.43	$405,639.11	50	58
9	5/26/2019	6/25/2019	31	$525,821.35	$4,176,573.40	$58,424.60	$464,063.71	57	65
10	6/26/2019	7/25/2019	30	$188,830.60	$4,365,404.00	$20,981.18	$485,044.89	60	73
11	7/26/2019	8/25/2019	31	$468,383.64	$4,833,787.64	-$230,635.01	$254,409.88	63	80
12	8/26/2019	9/25/2019	31	$246,380.33	$5,080,167.97	$12,967.38	$267,377.26	66	87
13	9/26/2019	10/25/2019	30	$469,622.82	$5,549,790.79	$24,716.99	$292,094.25	72	95
14	10/26/2019	11/25/2019	31	$310,326.66	$5,860,117.45	$16,332.98	$308,427.23	76	102
15	11/26/2019	12/25/2019	30	$456,292.80	$6,316,410.25	$24,015.41	$332,442.64	82	109
16	12/26/2019	1/25/2020	31	$887,873.95	$7,204,284.20	$46,730.21	$379,172.85	94	116
17	1/26/2020	2/25/2020	31	$474,385.50	$7,678,669.70	-$222,465.31	$156,707.54	97	124

Adjusted Price = $8,087,943.77



CR 176 at RM 2243
(RM 2243 at Parkside Parkway)

Project Length: 1 Mile
Roadway Classification: Rural Arterial

Project Schedule: August 2019 - April 2020
Estimated Construction Cost: $2.6 Million

FEBRUARY 2020 IN REVIEW

02/14/2020: Joe Bland Construction worked on the trencher and started trenching for water line. A Pre-Activity meeting for the BCMUD water line relocation was held.

02/21/2020: The BCMUD water line work continued. The trench was excavated. Pipe was welded and set in the trench.

02/28/2020: The BCMUD water line work continued and the old water line was connected to the new line. The new ditch line was graded at the south end of the project. The gate valve assembly was worked on and the ditch line was regraded in the same area.

Design Engineer: WSB & Associates
Contractor: Joe Bland Construction
Construction Observation:
Pat de los Santos, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019				420	0	420

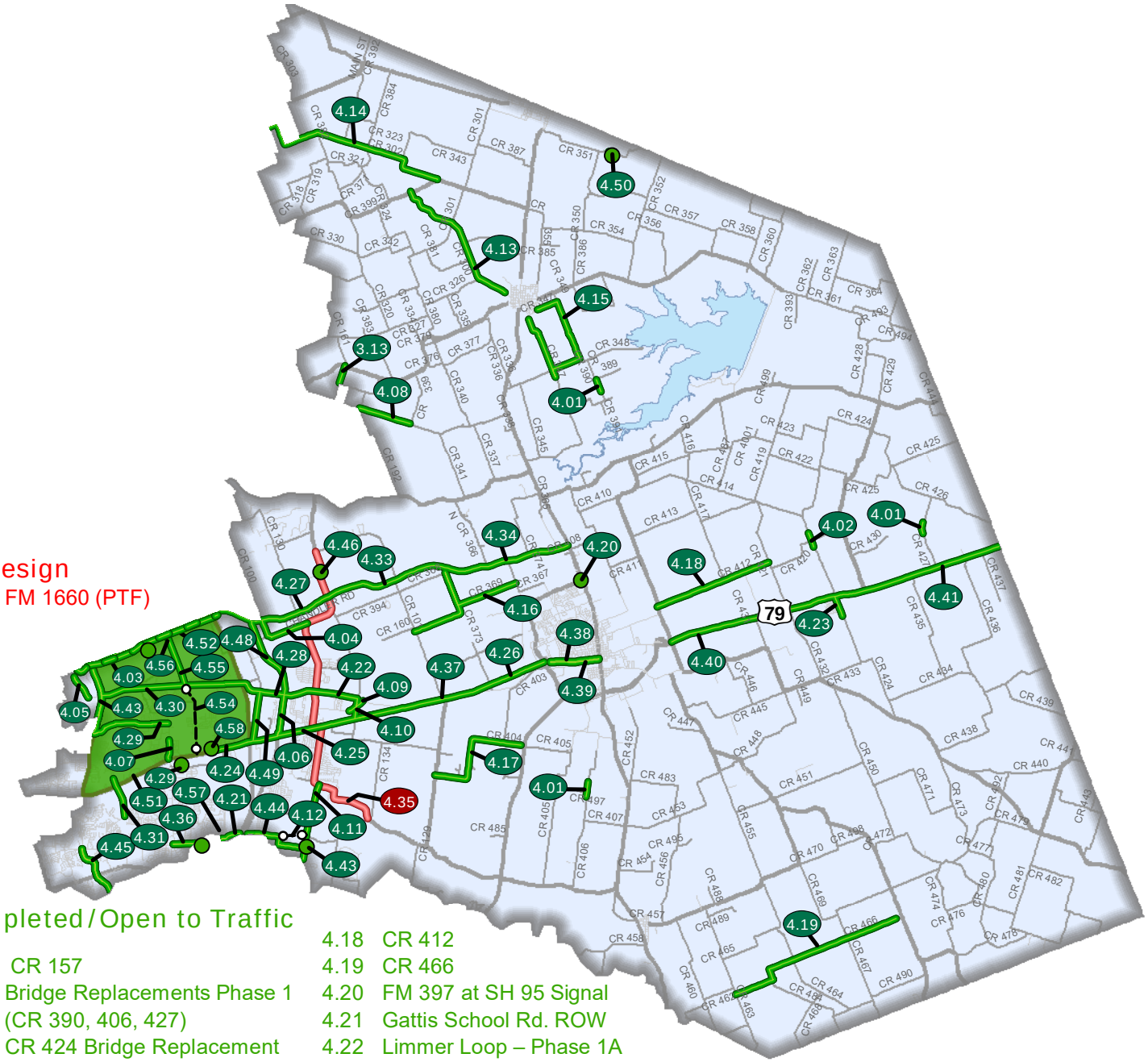
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	11	6
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	21	14
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	38	21
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	46	28
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	48	35
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	48	43
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	59	50

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Adjusted Price = $2,656,429.67

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



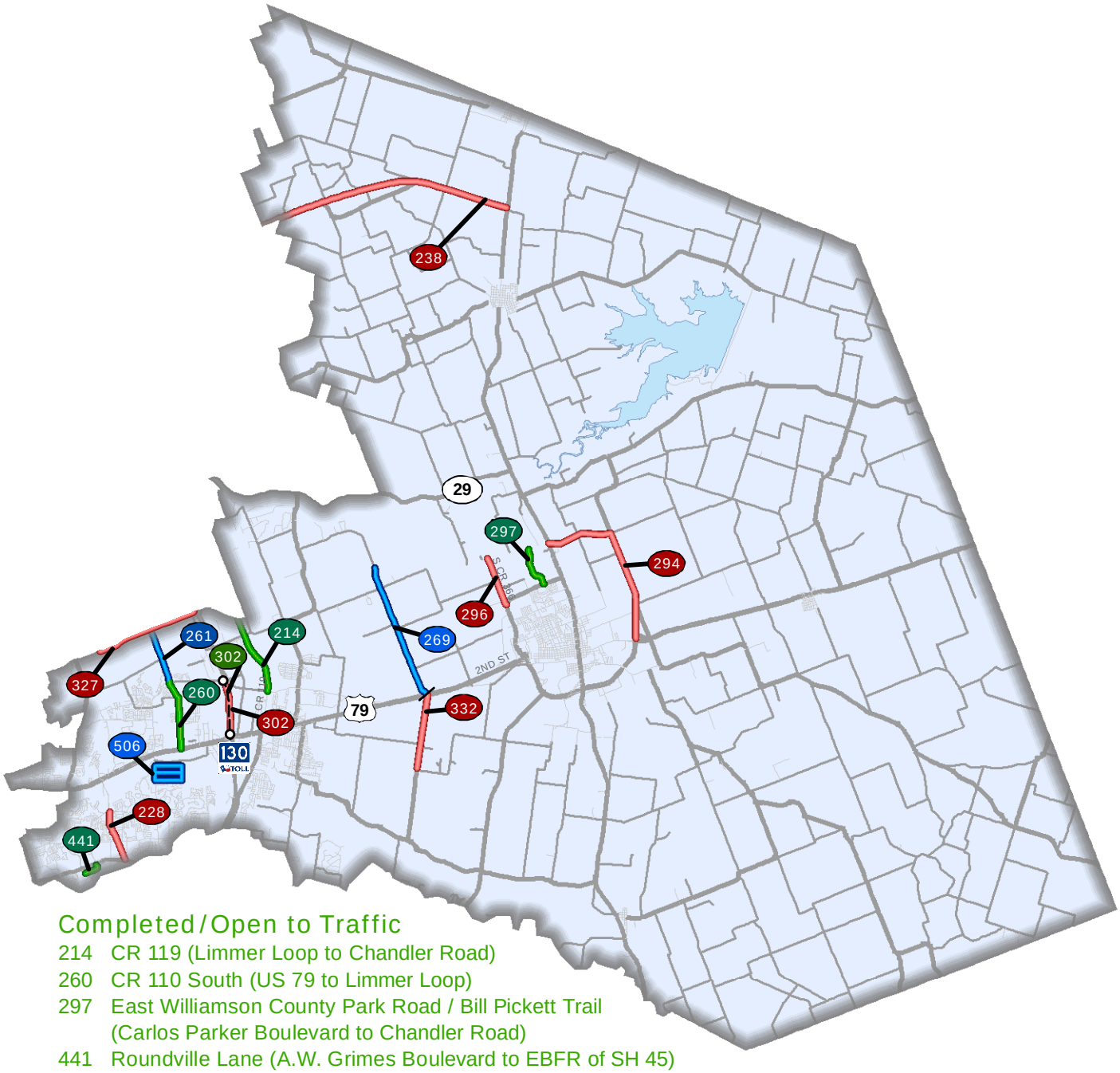
In Design

4.35 FM 1660 (PTF)

Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

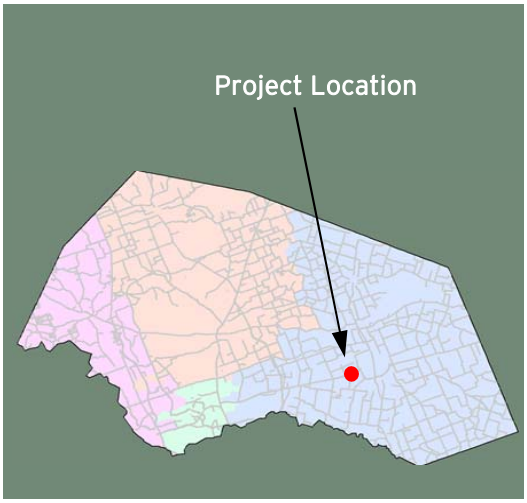
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
302 SH 130 Traffic Study o——o

Under Construction/Bidding

261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
506 Oak Bluff and Greenfield Drainage Improvements

In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange



CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 - June 2020
Estimated Construction Cost: $9.0 Million

FEBRUARY 2020 IN REVIEW

02/07/2020: James Construction placed the third lift of flexible base from north of University Boulevard to the north end of project. Subcontractor Bryant Frey finished boring across Toscana Trace. Contractor for Oncor, PSC, placed wiring across CR 110 and guy wires on poles at University Boulevard. Subcontractor Austin Traffic Signals activated traffic signals at Limmer Loop.

02/14/2020: The blow off valves were placed at the wastewater manholes and the manhole covers adjusted. Subcontractor Bryant Frey finished boring across Toscana Trace. Subcontractor Elite Concrete placed curb and gutter from south of Culvert E to CR 112.

02/21/2020: The first lift of flexible base was processed from the transition to north end of project. The blow off valves were backfilled at the wastewater manholes and the manholes were patched. Subcontractor Elite Concrete placed curb and gutter from Driveway 5 to CR 112.

02/28/2020: The third lift of flexible base was processed and compacted from Culvert E to University Boulevard. The 12" water line was installed through encased pipe under CR 110 north of University Boulevard. Subcontractor Texas Materials placed prime coat, chip seal and type B asphalt.

Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019			390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.78	$1,453,753.93	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.26	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.53	$1,933,383.79	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.31	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.66	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.84	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.46	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.82	$57,187.60	$451,542.65	50	77

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Adjusted Price = $9,009,035.70

Williamson County Commissioners Court

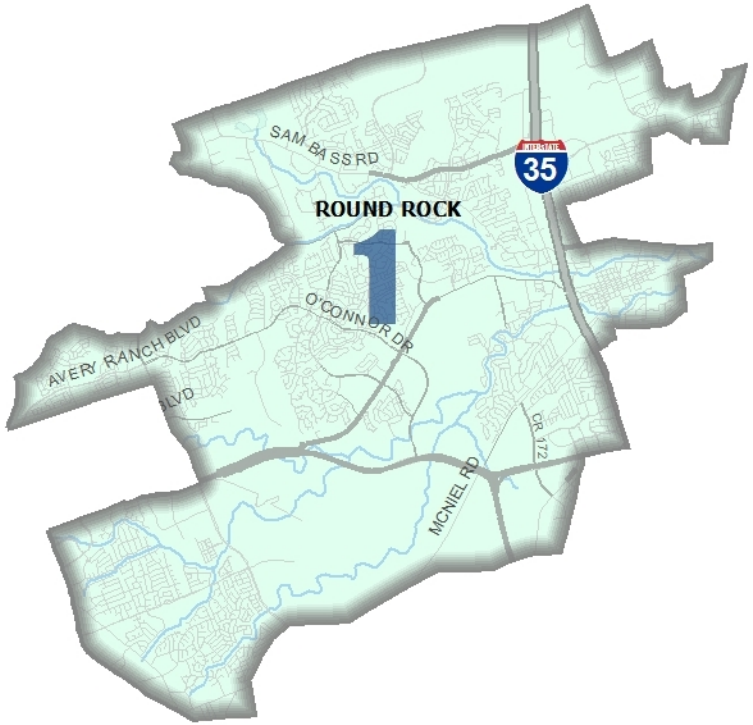
Road Bond Program

March 24, 2020

PRIME STRATEGIES, INC.

HNTB

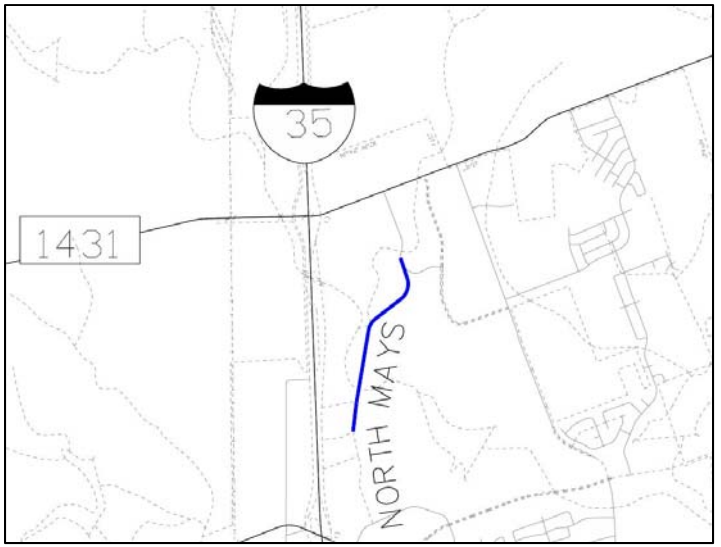
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
LVD
CR 172
MCNIEL RD

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Summer 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $0.00

Adjusted Contract Price = $10,775,835.75

Expenditures to Date = $7,686,560.69 (71%)

North Mays Extension
(Paloma Drive to Oakmont Drive)

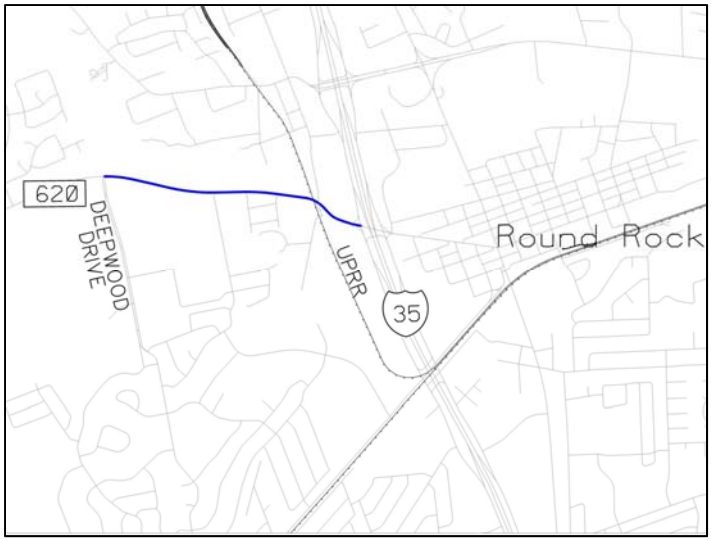
North Mays Extension
(Paloma Drive to Oakmont Drive)

North Mays Extension
(Paloma Drive to Oakmont Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



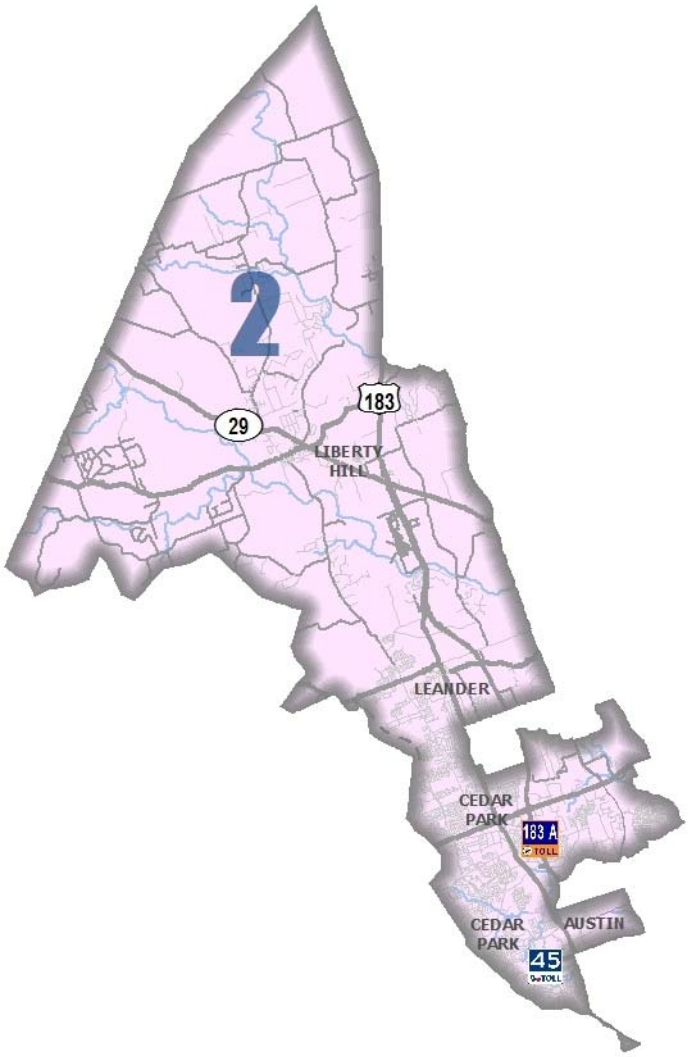
Partnership with TxDOT

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

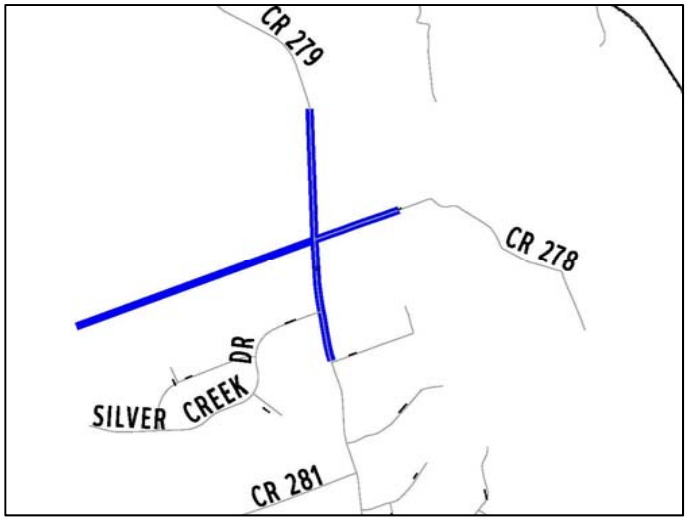
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

Substantially Complete



Original Contract Price = $2,959,000.00

Total Change Orders to Date = $53,416.00

Adjusted Contract Price = $3,012,416.00

Expenditures to Date = $2,759,642.27 (92%)

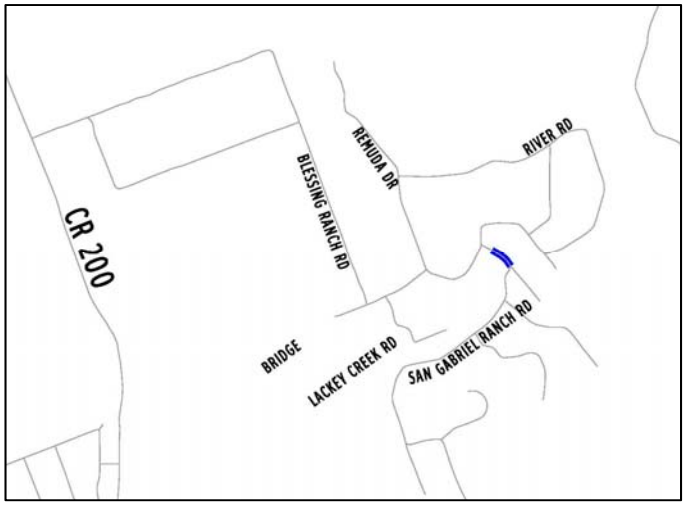
Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)

San Gabriel Ranch Road Bridge at Lackey Creek

Substantially Complete



Original Contract Price = $1,425,301.90

Total Change Orders to Date = $21,977.09

Adjusted Contract Price = $1,447,278.99

Expenditures to Date = $1,308,895.04 (90%)

San Gabriel Ranch Road Bridge at Lackey Creek

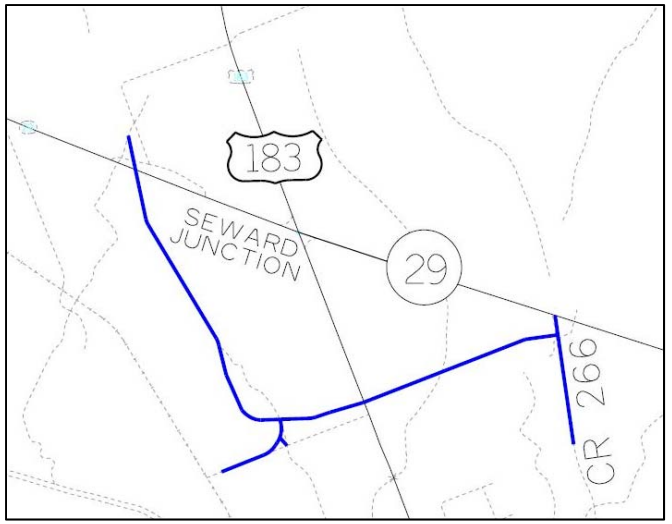
San Gabriel Ranch Road Bridge at Lackey Creek

San Gabriel Ranch Road Bridge at Lackey Creek

Seward Junction Improvements

Anticipated Completion

Late 2020



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $112,306.36

Adjusted Contract Price = $13,382,564.46

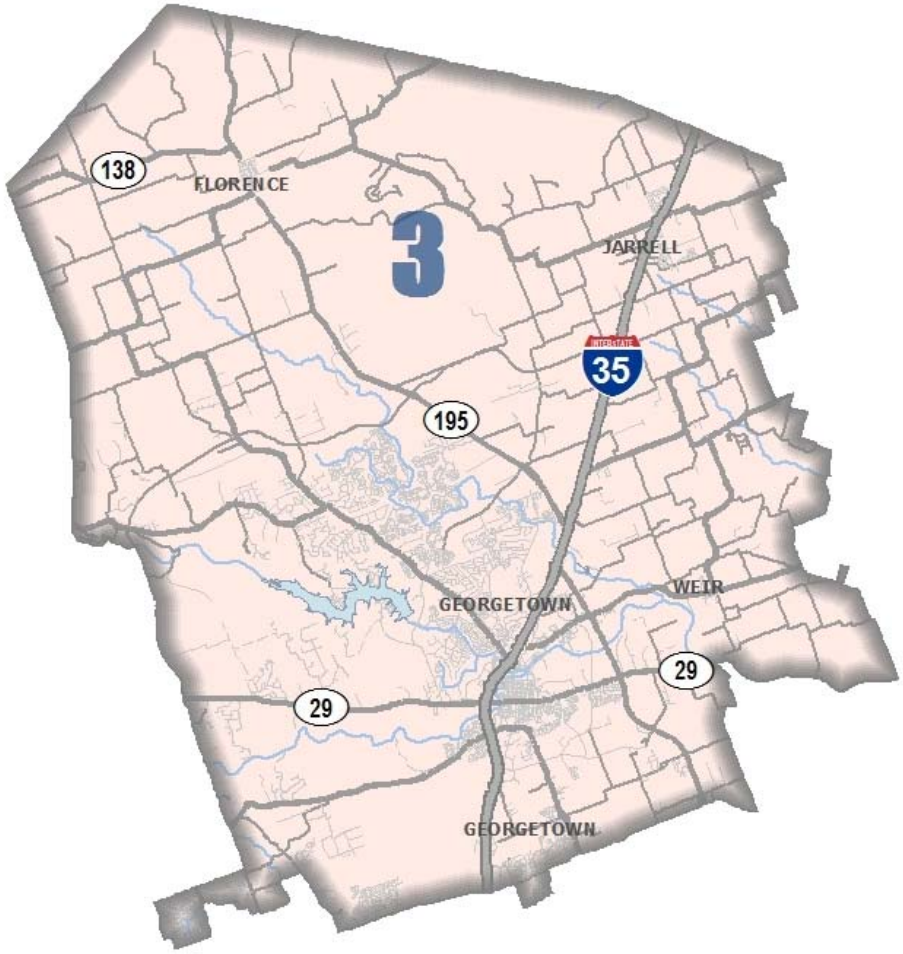
Expenditures to Date = $6,175,595.14 (47%)

Seward Junction Improvements

Seward Junction Improvements

Seward Junction Improvements

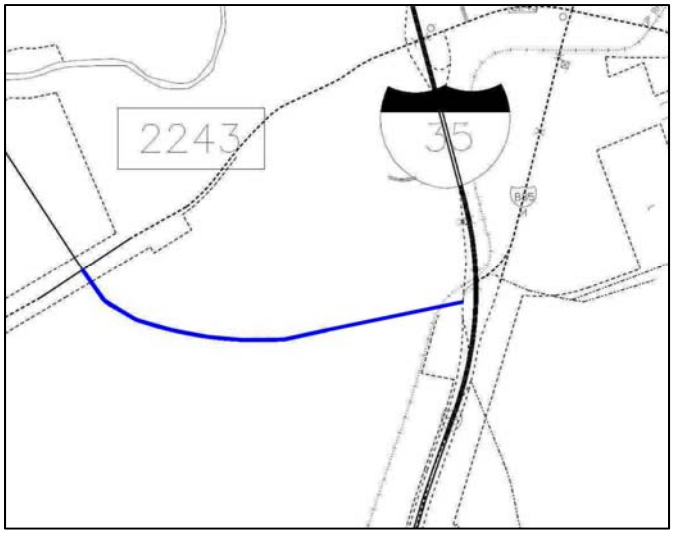
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Anticipated Completion

Spring 2020



Original Contract Amount = $8,087,943.77

Total Change Orders = $0.00

Adjusted Contract Price = $8,087,943.77

Expenditures to Date = $7,835,377.26 (97%)

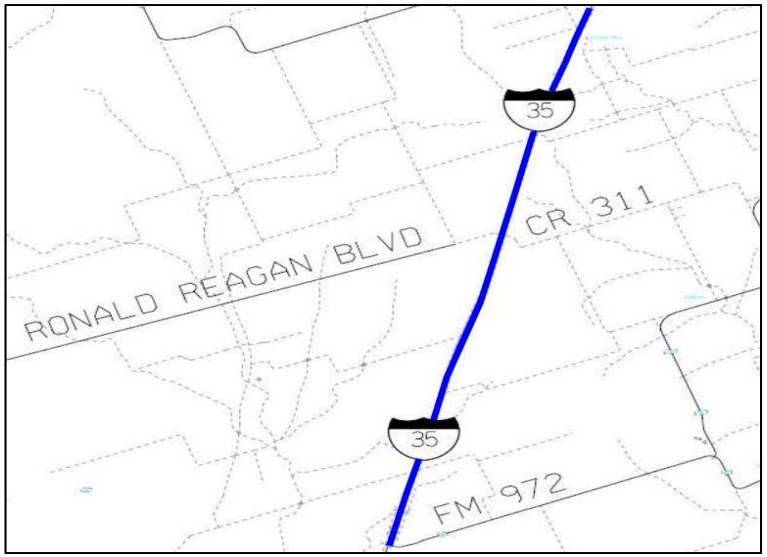
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Late 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion

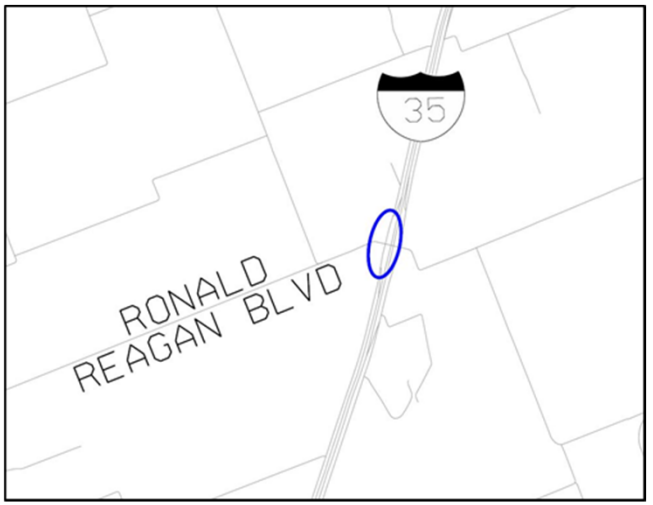
IH 35 Ramp Reversals and Frontage Road Conversion

IH 35 Ramp Reversals and Frontage Road Conversion

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Summer 2021

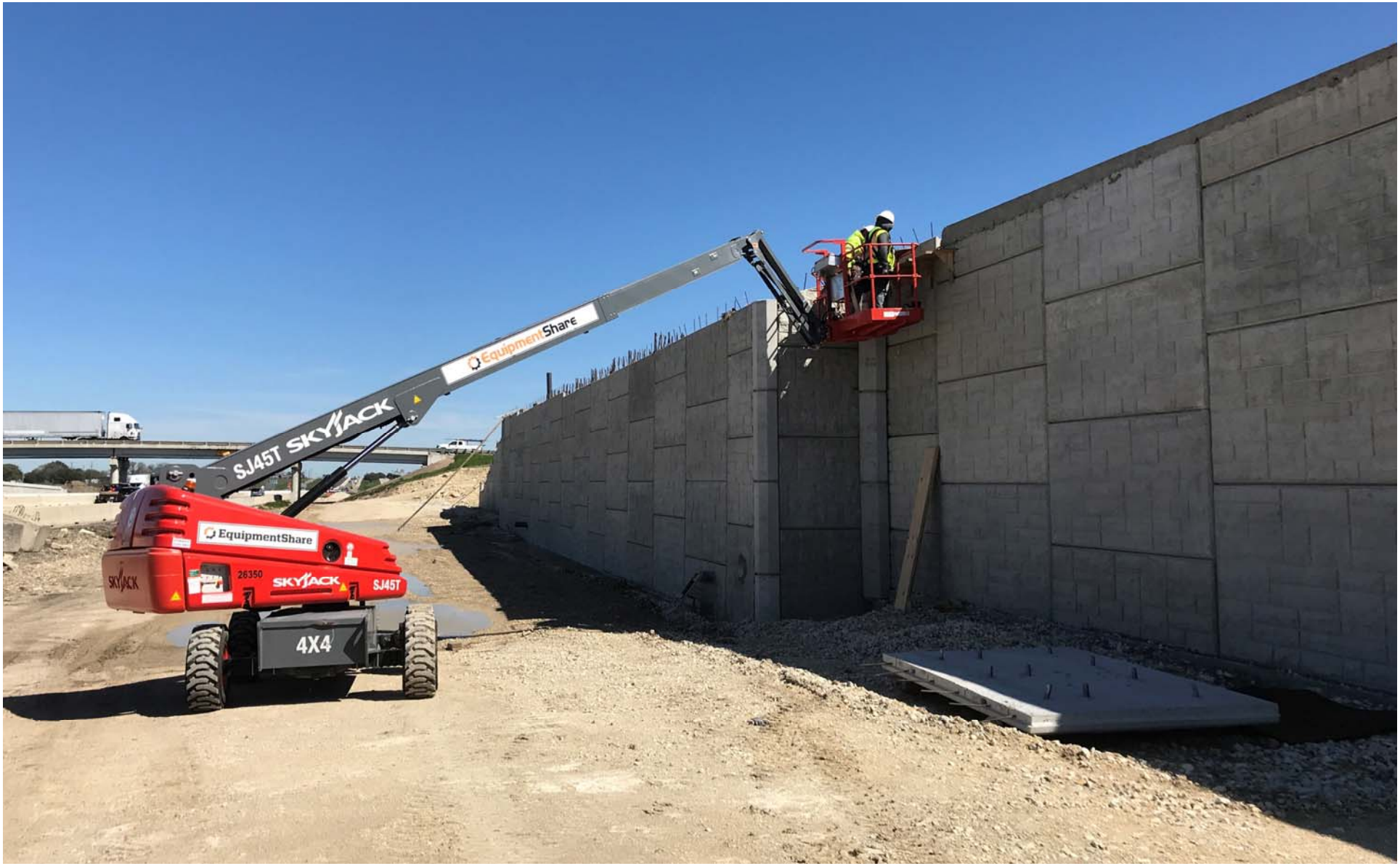


Partnership with City of Round Rock

Original Contract Amount = $15,048,229.93

Construction is managed by Round Rock

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



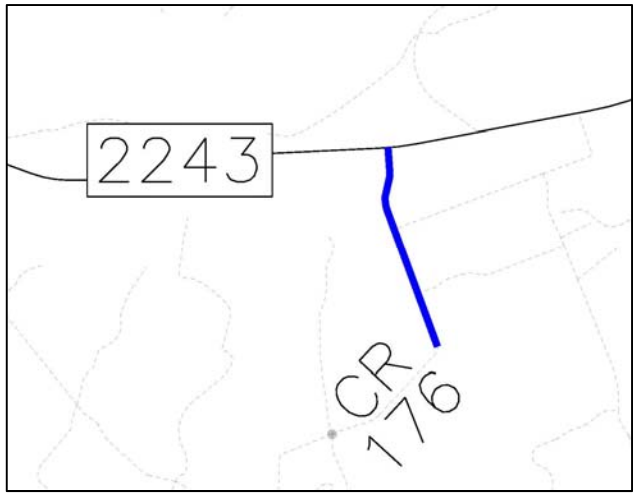
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

Anticipated Completion

Spring 2020



Original Contract Amount = $2,447,560.00

Total Change Orders = $208,869.67

Adjusted Contract Price = $2,656,429.67

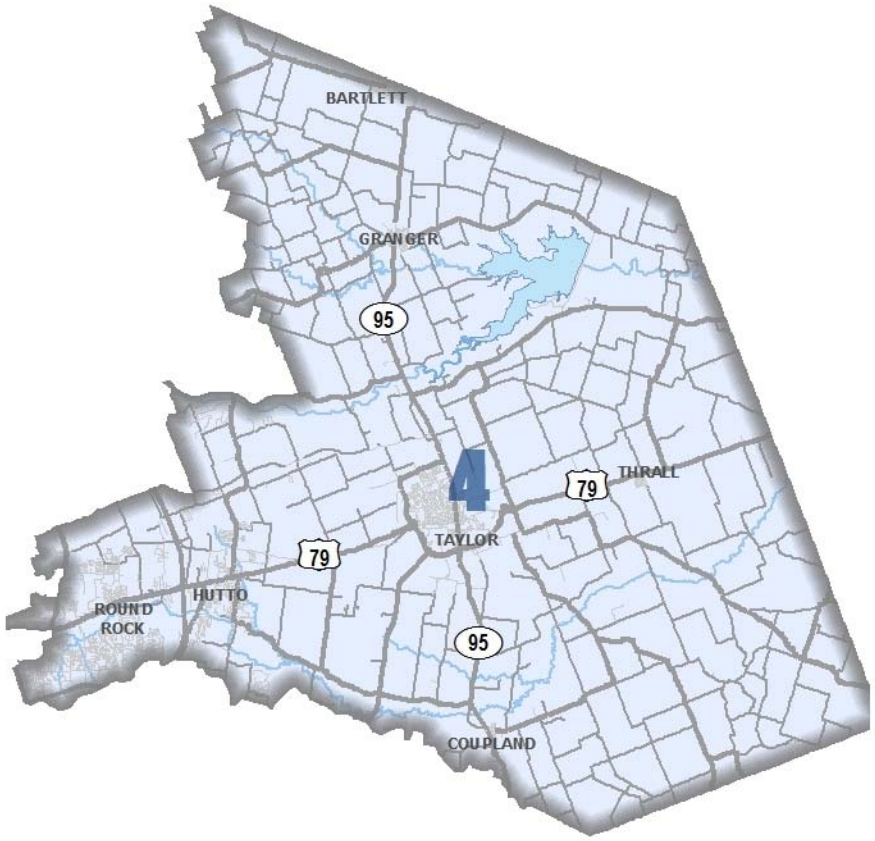
Expenditures to Date = $1,571,866.59 (59%)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

CR 176 at RM 2243
(RM 2243 to Parkside Parkway)

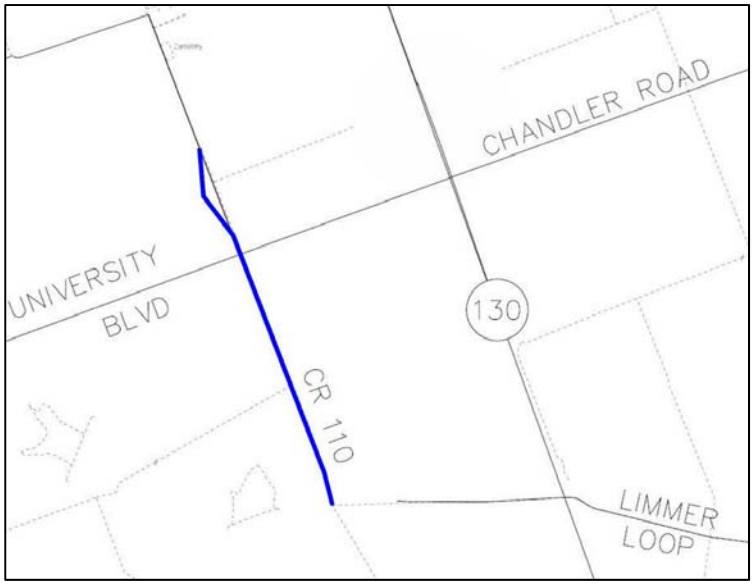
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Anticipated Completion

Fall 2020



Original Contract Amount = $8,910,862.73

Total Change Orders = $98,172.70

Adjusted Contract Price = $9,009,035.70

Expenditures to Date = $4,515,426.49 (50%)

CR 110 Middle
(Limmer Loop to CR 107)

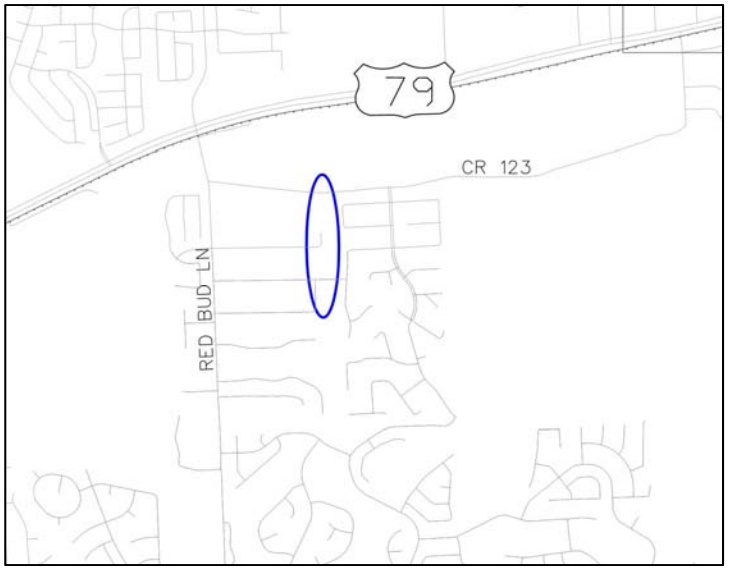
CR 110 Middle
(Limmer Loop to CR 107)

CR 110 Middle
(Limmer Loop to CR 107)

Oak Bluff and Greenfield Drainage Improvements

Anticipated Completion

Early 2021



Partnership with TxDOT

Original Contract Amount = $1,770,012.25

Construction is managed by TxDOT

Oak Bluff and Greenfield Drainage Improvements

Oak Bluff and Greenfield Drainage Improvements

Oak Bluff and Greenfield Drainage Improvements

Commissioners Court - Regular Session **45.**

Meeting Date: 03/24/2020

SE Loop 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 authorizing the County Judge to execute a real estate contract with Nelda and Matther Phelps for right of way needed on the SE Loop project (Parcel 4). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Phelps Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2020 09:53 AM

Form Started By: Charlie Crossfield Started On: 03/18/2020 03:55 PM

Final Approval Date: 03/19/2020

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NELDA CAROL PHELPS and MATTHER BERNARD PHELPS (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 1.713 acre (74,612 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of FOUR HUNDRED TWENTY-NINE THOUSAND AND NINETEEN and 00/100 Dollars ($429,019.00).

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

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 April 30, 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.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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:

Nelda Carol Phelps

Address: 19301 Morgan Dr.
Pflugerville, TX 78660

Date: 3/13/2026

Matthew Bernard Phelps

Address: 19301 Morgan Dr.
Pflugerville TX 78660

Date: 3/13/2026

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 No.: 4
Tax ID: R021024
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

December 13, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 1.713 ACRE (74,612 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS AND THE N.D. WALLING SURVEY, ABSTRACT 2722, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 5.000 ACRE TRACT OF LAND, CONVEYED IN A DEED TO NELDA CAROL PHELPS, RECORDED MARCH 23, 2000 IN DOCUMENT NO. 2000032529, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.713 ACRE (74,612 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found 578.87 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 110+11.02 on the west line of the remainder of a called 9.98 acre tract of land, conveyed in a deed to Robert Bridges and wife, Sharon F. Bridges, recorded in Volume 1747, Page 471, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 4.918 acre tract of land, conveyed in a deed to CSW SR Hutto, LLC, recorded in Document No. 2017074295, O.P.R.W.C.TX., same being the northeast corner of said Phelps tract, from which a 1/2-inch iron rod found, for the northwest corner of said Bridges tract bears N 07°36'58" E, a distance of 564.59 feet;

THENCE S 07°36'58" W, with the common line of said Phelps tract and said Bridges tract, a distance of 416.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,011.56, E=3,165,129.56) set 165.47 feet left of Corridor A1 E.C.S 109+67.19 on the proposed north right-of-way line of Corridor A1, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°36'58" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the common line of said Phelps tract and said Bridges tract, , a distance of 184.26 feet to a 5/8-inch iron with a plastic cap found on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2012158526, Official Public Records of Travis County, Texas (O.P.R.T.C.TX.), for the southwest corner of said Bridges tract, same being the southeast corner of said Phelps tract and of the parcel described herein;

2) **THENCE** N 86°58'42" W, departing the common line of said Phelps tract and said Bridges tract, with the existing north right-of-way of said C.R. 138, a distance of 339.31 feet to a 5/8-inch iron rod with an aluminum cap found, for the southeast corner of a remainder of a called 4.63 acre tract of land, conveyed in a deed to Williamson County, recorded in Document No. 2017003804, O.P.R.W.C.TX., same being the southwest corner of said Phelps tract and the parcel described herein;

3) **THENCE** N 07°35'42" E, departing the existing north right-of-way line of said C.R. 138, with the common line of said Phelps tract and said remainder of a called 4.63 acre tract, a distance of 301.80 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 287.62 feet left of Corridor A1 E.C.S 106+38.99 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Tax ID: R021024
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

THENCE departing the common line of said Phelps tract and said remainder of a called 4.63 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said Phelps tract, the following two (2) courses and distances numbered 4-5:

4) With said curve to the left, an arc distance of 299.06 feet, through a central angle 20°50'43", having a radius of 822.00 feet, and a chord that bears S 62°00'30" E, a distance of 297.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 158.01 feet left of Corridor A1 E.C.S 109+06.67, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 60.98 feet, through a central angle 03°06'51", having a radius of 1,122.00 feet, and a chord that bears N 85°07'34" E, a distance of 60.97 feet to the **POINT OF BEGINNING**, and containing 1.713 acres (74,612 sq. ft.) of land, more or less.

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

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

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

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

Preliminary

12/13/2019 2:47:45 PM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

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

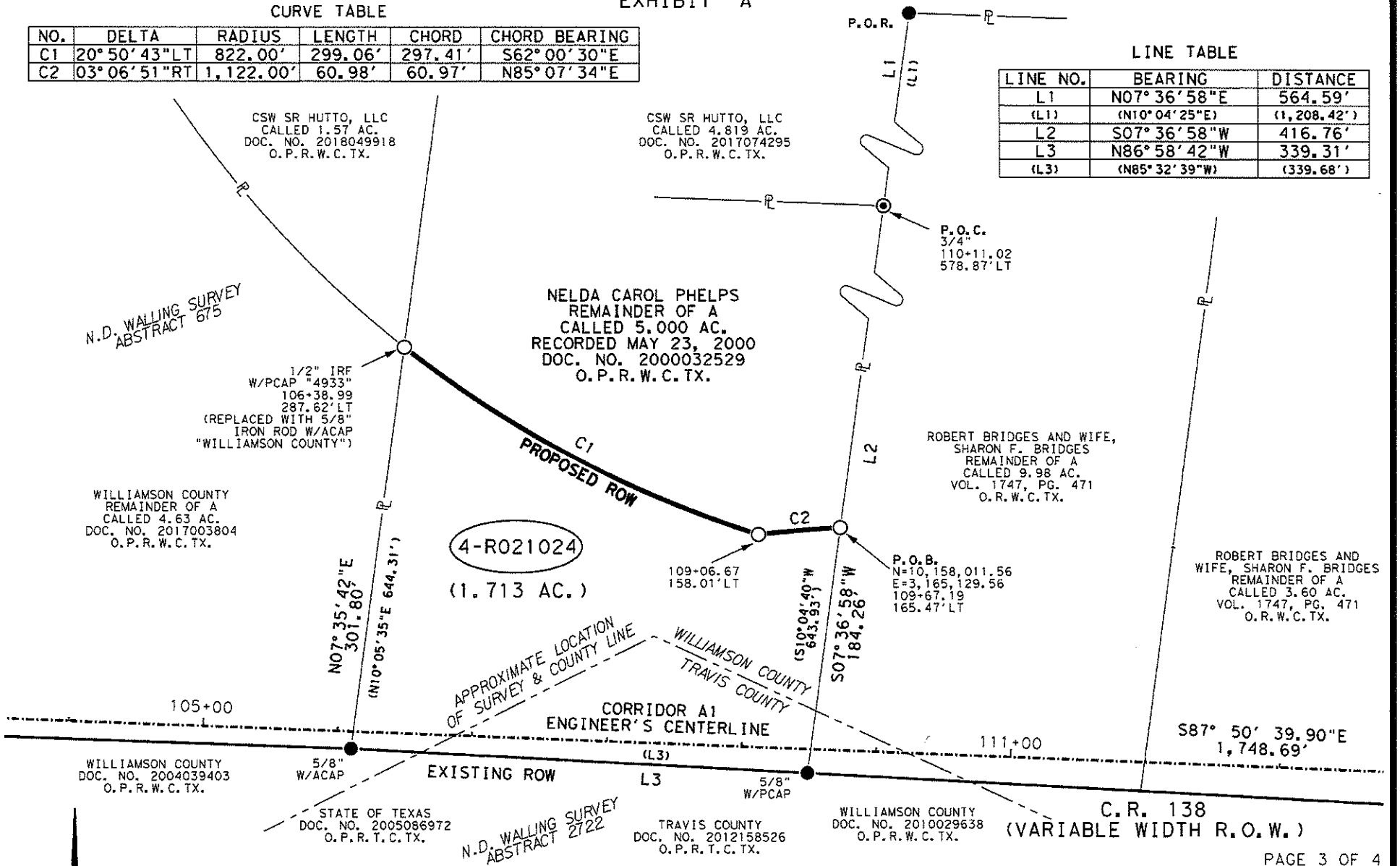
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20°50'43"LT	822.00'	299.06'	297.41'	S62°00'30"E
C2	03°06'51"RT	1,122.00'	60.98'	60.97'	N85°07'34"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°36'58"E	564.59'
(L1)	(N10°04'25"E)	(1,208.42')
L2	S07°36'58"W	416.76'
L3	N86°58'42"W	339.31'
(L3)	(N85°32'39"W)	(339.68')



N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 46462

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	*4.646 AC.	ACQUIRE	1.713 AC.	REMAINING	2.933 AC. LEFT

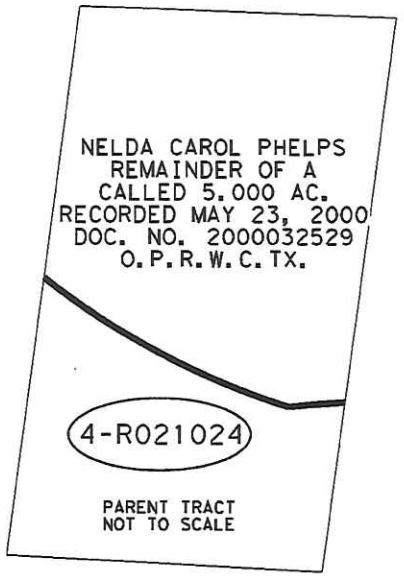
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NELDA CAROL PHELPS
PARCEL 4
TAX ID R021024
1.713 AC. (74,612 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◉	1/2" IRON PIPE FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.T.C.TX.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

12/13/2019 2:47:54 PM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 46462

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	*4.646 AC.	ACQUIRE	1.713 AC.	REMAINING	2.933 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NELDA CAROL PHELPS
PARCEL 4
TAX ID 21024
1.713 AC. (74,612 SQ. FT.)

EXHIBIT "B"

Parcel 4

DEED

Southeast Loop (Corridor A1) 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 BY THESE PRESENTS:

That NELDA CAROL PHELPS and MATTHEW BERNARD PHELPS, 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 (the "Property"):

> All of that certain 1.713 acre (74,612 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 Southeast Loop/Corridor A1.

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 13 day of March, 2020.

GRANTOR:

Nelda Carol Phelps

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 13 day of March, 2020 by Nelda Carol Phelps, in the capacity and for the purposes and consideration recited therein.

CAITLIN E BUSH
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 05/12/2023
NOTARY ID 13022116-0

Notary Public, State of Texas

GRANTOR:

Matthew Bernard Phelps

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 13 day of March, 2020 by Matthew Bernard Phelps, in the capacity and for the purposes and consideration recited therein.

CAITLIN E BUSH
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 05/12/2023
NOTARY ID 13022116-0

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 **46.**

Meeting Date: 03/24/2020

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 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 200
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 N. Mays.
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 real property for future SH 29 corridor.
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	03/19/2020 10:39 AM
Form Started By: Charlie Crossfield		Started On: 03/19/2020 10:09 AM
Final Approval Date: 03/19/2020		

Commissioners Court - Regular Session **47.**

Meeting Date: 03/24/2020

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
k) Project Reese

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	03/19/2020 10:40 AM

Form Started By: Charlie Crossfield Started On: 03/19/2020 10:10 AM

Final Approval Date: 03/19/2020