NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 4, 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 – 56)

4. Discuss, consider and take appropriate action on a budgetary line item transfer for the Tax Assessor/Collector's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	$14,500.00
To	0100-0499-003006	Office Equipment	$5,000.00
To	0100-0499-003005	Office Furniture	$2,000.00
To	0100-0499-003100	Office Supplies	$4,000.00
To	0100-0499-003010	Computer Equipment	$3,500.00

5. Discuss, consider, and take appropriate action on approving a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004210	Internet / Email Svs	$2,700
To	0100-0540-004211	Telephone Service	$2,700

6. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.003100	Office Supplies	$850
To	0100.0541.003010	Computer Equipment	$850

7. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	$6,000.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$6,000.00

8. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriffs Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.004715	Vehicle Impound	$13,000
TO	0100.0560.005008	Law Enforcement Equipment	$13,000

9. Discuss and consider approving a line item transfer for the Williamson County Sheriffs Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.004212	Postage	$4,000.00
TO	0100.0560.004705	Pre Employment Screening	$4,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004100	Professional Services	$70,000.00
To	0100-0503-004211	Telephone	$70,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004505	Software Maintenance	800.00
To	0100.0510.004211	Telephone Service	800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004505	Software Maintenance	$2,495.13
To	0100.0510.003010	Computer Equipment < $5K	$2,495.13

13. Discuss, consider and take appropriate action on budget line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004211	Telephone Service	2500.00
To	0100.0576.003101	Educational Aids	1500.00
To	0100.0576.004718	Pre-Employment Physicals	1000.00
From	0100.0576.003005	Office Furniture	1500.00
To	0100.0576.003200	Medical Supplies	1500.00
From	0100.0576.004100	Professional Services	25000.00
To	0100.0576.004106	Counseling Servcies	25000.00

14. Discuss, consider and take appropriate action on line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	35000.00

To	0100.0576.004543	Repairs to Equipment	35000.00

15. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003004	Ammunition	1950
To	0100-0553-003311	Uniforms	1950

16. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 07/01/2020 through 07/31/2020.

17. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 07/01/2020 through 07/31/2020.

18. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) 2016 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

19. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Trade-in including one (1) 2015 Ford F450, pursuant to Tx. Local Gov't Code 263.152.

20. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) Ford F250, one (1) Dodge Charger, and two (2) Chevy Tahoes, pursuant to Tx. Local Gov't Code 263.152.

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

22. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

23. Discuss, consider and take appropriate action on appointment of Brian Brunson to Place #5 of the ESD #11 Board of Directors filling a vacancy with a term effective immediately and ending on December 31, 2020.

24. Discuss, consider and take appropriate action on appointment of Vaden Mohrmann to Place #1 of the ESD #11 Board of Directors, filling an unexpired term effective immediately and ending on December 31, 2021.

25. Discuss, consider and take appropriate action on a Temporary Construction Easement with the Trails of Shady Oak Residential Community, Inc. for replacement of an approximate 1,200 feet common boundary fence adjacent to Southwest Williamson County Regional Park. No funding required.

26. Discuss, consider and take appropriate action on an Amendment to the Texas Parks and Wildlife Department Recreation and Parks Account Project Agreement (Project No. 51-000071) relating to the Williamson County River Ranch County Park Interpretive Center whereby the project deadline would be extended to July 15, 2021.

27. Discuss, consider and take appropriate action on awarding bids received for EMS Medical Supplies for Williamson County, IFB #T788, to the lowest and best bidders as noted on the attached bid tab.

28. Discuss, consider and take appropriate action on approving agreement with SHI Government Solutions for Intune SCCM And AAD Device Management Assistance in the amount of $21,812.00 as per DIR Contract #DIR-CPO-4398 and authorizing execution of the agreement.

29. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3000 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $1,199.00 a month with a $4,940.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

30. Discuss, consider, and take appropriate action on Change Request between Clarity Ventures and Williamson County for DNN Content Management System consulting and software update services in the amount of $10,150.00, to support the operations of the Williamson County IT Department and authorizing the execution of the agreement.

31. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Southern Computer Warehouse to provide Teams Kits for remote meetings and collaborations in the amount of $61,699.05 per the terms of BuyBoard Contract #579-19 and authorizing execution of this purchase.

32. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide installation of cabling services and related products at the Williamson County Annex Bore in the amount of $19,400.00, as per DIR Contract #DIR-TSO-3698, and authorizing execution of the agreement.

33. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and SHI Government Solutions to provide the Migration of Mobile Management Services for the amount of $35,880.00 per the terms of DIR Contract #DIR-CPO-4398 and authorizing execution of the agreement.

34. Discuss, consider and take appropriate action on Authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate for Surface Treatment - Type D under IFB #T1302.

35. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate for Surface Treatment - Type E under IFB #T1303.

36. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Services for Williamson County Parks under RFP #T1289.

37. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Shell Road and Shell Spur Milling, Sealing and Overlay under IFB #T1498.

38. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Williamson County Justice Center Remodel under RFCSP #T1499. Funding source P515.

39. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Rubber-Asphalt Crack Sealer under IFB #T1500.

40. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hydrated Lime Slurry under IFB #T1501.

41. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for EMS Billing Services for Williamson County under RFP #T1173.

42. Discuss, consider and take appropriate action on approving the Services Agreement and Proposal between Vector Concepts, Inc. and Williamson County for gym floor replacement services in the amount of $91,813.63 pursuant to BuyBoard Contracts #560-18 and #561-18, and authorizing execution of the documents.

43. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Montgomery Construction Services LLC to provide the removal of existing roof materials and replace with new materials for both Williamson County Health District in the amount of $8,955 and Life Steps Buildings in the amount of $11,560 for a total of $20,515 per the Terms of TIPS Contract #180702 and authorizing execution of the agreement.

44. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Vaughn Construction to provide the installation of ceiling tile at the Williamson County Justice Center in the amount of $93,321.96 per the terms of Choice Partners Contract Number #15/041JN-16 and authorizing execution of the agreement.

45. Discuss, consider and take appropriate action on approving Work Authorization #1 for the Southwest Regional Trail to Brushy Creek (P553) in the amount of $68,100.00 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

46. Discuss, consider and take appropriate action on approving Work Authorization #1 for the Southwest Regional Trail toward Lake Georgetown (P558) in the amount of $88,300 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

47. Discuss, consider and take appropriate action on approving Work Authorization #1 for the Brushy Creek Regional Trail/Red Bud LN (P561) in the amount of $62,585.00 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

48. Discuss, consider and take appropriate action on approving Work Authorization #1 for the Berry Springs Support Amenities (P559) in the amount of $67,401.00 to expire on August 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2021.

49. Discuss, consider and take appropriate action on accepting a report on the Williamson County CTTC Showers Renovation Project (P514) Vaughn Construction Change Order #1 in the amount of $1,553.00 for change in scope to add closed cell spray foam to exterior walls missing insulation in cavity. Funding source is from Owner's Contingency from within the current project budget.

50. Discuss, consider and take appropriate action on approving First Amendment to Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services on the Williamson County Expo Center Pavilions (P474) and Concessions (P475) with Populous, Inc. in the amount of $40,950.00. This will extend the contract through September 30, 2020.

51. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Jail Lighting Upgrades Change Order No. 1 with Doyle electric in the amount of $17,526.45. Funding source will be 100-1008-5300.

52. Discuss, consider and take appropriate action on approving a County Transportation Infrastructure Fund Grant Resolution with the Texas Department of Transportation.

53. Discuss, consider and take appropriate action on approving a County Transportation Infrastructure Fund Grant Agreement with the Texas Department of Transportation.

54. Discuss, consider and take appropriate action on extension of 1806-236 Limestone Rock Asphalt contract renewal option 2 for the term of August 18, 2020 through August 17, 2021 with Vulcan Construction Materials, LLC.

55. Discuss, consider and take appropriate action regarding off Right of Way work proposed to be done by the Road and Bridge Division on Kevin Sells LLC property adjacent to CR 480.

56. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

REGULAR AGENDA

57. Discuss, consider and take appropriate action on establishing a policy relating to the resubmission of agenda items that have been pulled from a prior agenda by a member of the Commissioners Court or that have previously failed at a prior session due to the lack of a motion, second or that were otherwise voted down by a majority of the Commissioners Court.

58. Discuss, consider and take appropriate action on changes to the Employee Policy Manual.

59. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

60. Discuss, consider and take appropriate action on ratifying and approving the Wilco Forward Phase III Community Services agreement between Williamson County and The Salvation Army Williamson County Service Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic.

61. Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

62. Discuss, consider, and take appropriate action on authorizing the purchase of Goods and Services During Covid-19 Operations, in the amount of $4,300.00, between Health Fairs Plus, LLC and Williamson County and authorize the execution of the contract.

63. Discuss, consider and take appropriate action authorizing the County Judge to execute the Williamson County Private Psychiatric Hospital Beds Necessary During COVID-19 Interlocal Agremeent with Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (BTCS).

64. Discuss, consider and take appropriate action on a first amended engagement letter agreement between The Law Office Of Randy Leavitt and Williamson County regarding legal representation of Williamson County and the members of the Williamson County Commissioners Court in relation to Troy Mansfield v. Williamson County, Case: 1:18-cv-00049-ML in the United States District Court for the Western District of Texas; and other potential litigation matters as requested by the Williamson

County Commissioners Court and its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

65. Discuss, consider and take appropriate action on terminating the engagement agreement with the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., which was previously approved during the November 19, 2019 session of the Williamson County Commissioners Court.

66. Discuss, consider and take appropriate action regarding the engagement of the law firm GERMER PLLC to provide legal consultation to Williamson County on employment and personnel issues; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

67. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to amend the program dates of the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant.

68. Discuss, consider and take appropriate action on approving Commercial Security Integration for jail camera software license and migration to a new server in the amount of $8,900 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment.

69. Discuss, consider, and take appropriate action on the Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2021 with the Capital Area Emergency Communications District.

70. Discuss, consider and take appropriate action on awarding RFQ #2727-1 Planning and Design of Park Bond Projects (Expo Center Project #A) to the overall most qualified firm Parkhill, Smith & Cooper, Inc. dba Schrickel Rollins PSC and authorizing execution of the agreement. Funding source P562.

71. Discuss, consider and take appropriate action on awarding RFQ #2727-2-5-6-7 Planning and Design of Park Bond Projects (Berry Springs Park, Project #B, Design and Extension of the Southwest Regional Trail, Project #D1 & D2, and Planning the Extension of Brushy Creek Trail, Project #D3) to the overall most qualified firm Halff Associates, Inc. and authorizing execution of the agreement. Funding sources P559 (B), P553 (D1), P558 (D2), P561 (D3).

72. Discuss, consider and take appropriate action on awarding RFQ #2727-8 Planning and Design of Park Bond Projects (Planning of Future Extension of Brushy Creek Trail along Hairy Man Road, Project #E) to the overall most qualified firm RVE, Inc. dba RVi Planning + Landscape Architecture and authorizing execution of the agreement. Funding source P551.

73. Recieve updates on the Facilities Department projects and issues.

74. Discuss, consider, and take appropriate action on approving Kayco Spray Booths, Inc. for paint booth upgrades, in the not-to-exceed amount of $90,650.00, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment, and authorizing of the execution of the agreement.

75. Discuss, consider and take appropriate action on approving Work Authorization #1 for the Brushy Creek Trail Extension Along Hairy Man Rd (P551) in the amount of $539,184.00 to expire on November 3, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between RVE, Inc.,dba RVi Planning + Architecture and Williamson County, dated August 4, 2020.

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

77. Discuss, consider and take appropriate action on awarding IFB #T749 Chandler Road Milling, Sealing and Overlay from SH-130 to FM-1660 to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

78. Discuss, consider and take appropriate action on awarding IFB #T751 CR 366 Milling, Sealing and Overlay from Chandler Road to SH-29 to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

79. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $111,480.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Cross Culvert Replacements. Funding source: 01.0200.0210.004100.

80. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road Bond Projects.

81. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

82. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission as part of the Due Diligence Environmental Investigations on the CR 366 Project, a Road Bond Project in Commissioner Pct. 4.
P: 296 Funding: Road Bond

83. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $-204,858.75 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.
P: 241 Funding: Road Bond

84. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $452,885.58 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.
P: 241 Funding: Road Bond

85. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $17,647.04 for Seward Junction Improvements (Jordan Foster), a Road Bond project in Commissioner Pct. 2.
P: 271 and 274 Funding: Road Bond

86. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $272,222.65 for Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2.
P: 271 and 274 Funding: Road Bond

87. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the FM 3349 at US 79 Intersection contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332. Fund Source: Road Bonds.

88. Discuss, consider and take appropriate action on a real estate contract with Loretta A Kroschewsky Orsak for right of way needed on the CR 366 project. Funding Source: Road Bonds P296

89. Discuss, consider and take appropriate action on a real estate contract with A.C. and Lorraine Hartmann for right of way needed on the Sam Bass Rd. project. (Parcel 17) Funding Source: Road Bonds P462

90. Discuss, consider and take appropriate action authorizing the County Judge to execute a First Amended Interlocal Agreement between Williamson County and the City of Round Rock Regarding the University Blvd (West) Project.

91. Discuss, consider and take appropriate action on a Consent to Evaluate and Investigate and Survey Permit (Right of Entry) with Edward and Jennie Dilworth for survey reasons on the Southeast Loop project (Parcel 6).

92. Hear presentation on 2020-2021 budget recommendations.

93. Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2020-2021 Fiscal Year Budget.

94. Hear presentation on the Williamson County no-new-revenue and voter approved rate calculations as presented by Larry Gaddes, Williamson County Tax Assessor/Collector.

95. Discuss, consider and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for tax year 2020.

96. Discuss, consider and take appropriate action on scheduling one public hearing date if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.452104.

97. Hear presentation and take action on approving FY21 compensation changes, including 2021 TCDRS changes, for employees, Elected Officials, and retirees.

98. Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2020-2021 budget.

99. Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of $218,940,100.

100. Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of $44,576,568.

101. Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of $126,845,915.

102. 1:00 FY 21 Post Recommendation / Departmental Presentation Workshop

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)."

103. 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

104. 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 Liberty
l) Project Long Haul

105. 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. David Bernhardt, 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
s) 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.
t) Claim of Regina Wright.
u) Law on use of County facilities.
v) 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.
w) 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.
x) 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.
y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
z) Legal matters relating to Javier Ambler.
aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

106. 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).

107. Deliberate the appointment, evaluation, employment, transition and/or succession plan in relation to the position of Senior Director of the Williamson County Information Technology Department (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

108. Discuss and take appropriate action concerning economic development.

109. Discuss and take appropriate action concerning real estate.

110. 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. David Bernhardt, 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
s) 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.
t) Claim of Regina Wright.
u) Law on use of County facilities.
v) 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.
w) 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.
x) 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.
y) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
z) Legal matters relating to Javier Ambler.
aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

111. 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.

112. Discuss, consider and take any necessary and appropriate action relating to the employment, hiring, appointment, transition and/or succession plan in relation to the position of Senior Director of the Williamson County Information Technology Department.

113. 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 31st day of July 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 08/04/2020

Budget line item transfer

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 on a budgetary line item transfer for the Tax Assessor/Collector's office.

Background

The line item transfer is from line item 004212 Postage to line item 003005 Office Furniture; 003006 Office Equipment; 003010 Computer Equipment; and 003100 Office Supplies. This budget transfer is requested to purchase a cash count machine and a heavy-duty printer to replace a very old printer. Office furniture for the Taylor office, replace computers, and general office supplies for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	$14,500.00
To	0100-0499-003006	Office Equipment	$5,000.00
To	0100-0499-003005	Office Furniture	$2,000.00
To	0100-0499-003100	Office Supplies	$4,000.00
To	0100-0499-003010	Computer Equipment	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/14/2020 11:41 AM
Budget Office	Ashlie Koenig	07/14/2020 01:41 PM
Tax Assessor (Originator)	Judy Kocian	07/23/2020 09:09 AM
Tax Assessor (Originator)	Judy Kocian	07/23/2020 02:26 PM
Tax Assessor (Originator)	Judy Kocian	07/30/2020 08:14 AM
Form Started By: Judy Kocian		Started On: 07/14/2020 09:31 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/04/2020

EMS LIT - Telephone Services

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to provide funding for the remainder of the fiscal year for telephone services at EMS stations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-004210	Internet / Email Svs	$2,700
To	0100-0540-004211	Telephone Service	$2,700

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/21/2020 04:33 PM
Budget Office	Ashlie Koenig	07/22/2020 08:08 AM

Form Started By: Michael Knipstein Started On: 07/21/2020 08:36 AM

Final Approval Date: 07/22/2020

Commissioners Court - Regular Session **6.**

Meeting Date: 08/04/2020

Line item transfer for Emergency Management

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

LIT is to purchase laptop docking stations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.003100	Office Supplies	$850
To	0100.0541.003010	Computer Equipment	$850

Attachments

Docking Station Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/22/2020 12:11 PM
Budget Office	Ashlie Koenig	07/22/2020 01:34 PM
Form Started By: Michael Shoe		Started On: 07/22/2020 09:16 AM
Final Approval Date: 07/22/2020		

For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Commissioners Court - Regular Session **7.**

Meeting Date: 08/04/2020

FMSO LIT for HazMat Truck and Trailer Repair

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

Line item transfer request to provide funds for repairing damage to Fire Marshal Special Operations fleet vehicle from the May 28, 2020, hail storm and replace manual hazmat trailer jacks with 12-volt electric/hydraulic jacks to reduce the risks of accident, injury and delayed hazmat unit response readiness.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004100	Professional Services	$6,000.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/27/2020 10:55 AM
Budget Office	Ashlie Koenig	07/27/2020 11:32 AM
Form Started By: Hank Jones		Started On: 07/27/2020 09:21 AM
Final Approval Date: 07/27/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/04/2020

Line Item Transfer to LE Equipment

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriffs Office.

Background

A line item transfer is requested to purchase specialized camera equipment for ongoing investigation and surveillance. Please direct questions to Chief Ryle or Sheriff Chody.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.004715	Vehicle Impound	$13,000
TO	0100.0560.005008	Law Enforcement Equipment	$13,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/22/2020 01:57 PM
Budget Office	Ashlie Koenig	07/22/2020 02:01 PM
Form Started By: Brenda Staples		Started On: 07/22/2020 01:45 PM
Final Approval Date: 07/22/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/04/2020

Line Item Transfer to Pre Employment Screening

Submitted For: Robert Chody **Submitted By:** Brenda Staples, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Williamson County Sheriffs Office.

Background

A Line Item Transfer is needed to cover onboarding screening costs of new employees.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0560.004212	Postage	$4,000.00
TO	0100.0560.004705	Pre Employment Screening	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:06 AM
Budget Office	Sarah Crain	07/30/2020 11:12 AM
Form Started By: Brenda Staples		Started On: 07/30/2020 10:56 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/04/2020

Line item transfer for Technology Services

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

Due to COVID, additional phone lines were required. Additional locations were also added.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004100	Professional Services	$70,000.00
To	0100-0503-004211	Telephone	$70,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 11:17 AM
Budget Office	Ashlie Koenig	07/29/2020 11:54 AM

Form Started By: Tammy McCulley Started On: 07/29/2020 11:02 AM

Final Approval Date: 07/29/2020

Commissioners Court - Regular Session **11.**

Meeting Date: 08/04/2020

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 increase in telephone service costs for the Parks Department for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004505	Software Maintenance	800.00
To	0100.0510.004211	Telephone Service	800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:07 PM
Budget Office	Ashlie Koenig	07/29/2020 06:28 PM

Form Started By: Russell Fishbeck Started On: 07/29/2020 01:28 PM

Final Approval Date: 07/29/2020

Commissioners Court - Regular Session **12.**

Meeting Date: 08/04/2020

Line Item Transfer for the 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 purchase of credit card scanners and card swipes associated with new merchant processor Worldpay Integrated Payments, LLC and annual parks pass.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004505	Software Maintenance	$2,495.13
To	0100.0510.003010	Computer Equipment < $5K	$2,495.13

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:08 PM
Budget Office	Ashlie Koenig	07/29/2020 06:28 PM

Form Started By: Russell Fishbeck Started On: 07/29/2020 01:39 PM

Final Approval Date: 07/29/2020

Commissioners Court - Regular Session **13.**

Meeting Date: 08/04/2020

Budget LIne Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting line item transfers into educational aids, counseling services, medical supplies and pre-employment physicals. These requests are based on current expenditures and anticipated expenditures for the remainder of the fiscal year. If approved these line item transfers should cover expenditures for the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004211	Telephone Service	2500.00
To	0100.0576.003101	Educational Aids	1500.00
To	0100.0576.004718	Pre-Employment Physicals	1000.00
From	0100.0576.003005	Office Furniture	1500.00
To	0100.0576.003200	Medical Supplies	1500.00
From	0100.0576.004100	Professional Services	25000.00
To	0100.0576.004106	Counseling Servcies	25000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:11 PM
Budget Office	Ashlie Koenig	07/29/2020 06:29 PM
Form Started By: Denise Carlson		Started On: 07/29/2020 02:06 PM
Final Approval Date: 07/29/2020		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/04/2020

Budget LIne Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from residential services into repairs to equipment to repair control panels in the four residential pods. Multiple buttons on each panel are malfunctioning and need to be repaired to ensure that we have the ability to access all doors. The updated panels will now have through the face mechanical push buttons instead of membrane dome push buttons, which will allow the push buttons to be individually replaced in the event of future failure.

This expense was not budgeted for FY21 because we were unaware of the issues with the panels until after the budget process was complete. However, we feel that it is important to get them replaced as soon as possible.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	35000.00
To	0100.0576.004543	Repairs to Equipment	35000.00

Attachments

Stanely Security Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:14 AM
Budget Office	Sarah Crain	07/30/2020 10:24 AM
Form Started By: Denise Carlson		Started On: 07/29/2020 02:29 PM
Final Approval Date: 07/30/2020		

STANLEY
Security

STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

To:	Roberto Lopez
Organization:	Wilco Juvenile Services
Phone:	512-943-1960
Fax or Email:	robertolopez@wilco.org

QUOTATION Q200470	**Wilco Juvenile Services Graphic Control Panel Repairs**

6/29/2020

Sourcewell Contract
#031517-SCS
Maturity Date: 06/30/2021

SCOPE OF WORK

Stanley will provide (Narrative):

1. Replace the color graphic panel tops for the 4 graphic panels ending in serial numbers D, E, G and F.
2. The panels will now have through the face mechanical pushbuttons in lieu of the membrane dome pushbuttons. These pushbuttons, if there ever was a failure of one, they can be individually replaced as needed.
3. We will install the panels on-site

Equipment:

Qty (4)..... Graphic panels with through the face water tight mechanical
Qty (1 Lot)... Installation
Qty (1 Lot)... Testing
Qty (1 Lot)... Training while on-site

Exclusions:

1. Repair or replacement of existing field devices that are to be re-used
2. Repair or replacement of existing wire that is to be re-used
3. Adjustments and/or troubleshooting of existing non-functional devices. These can be quoted on a time and material basis in addition
4. Bond and bond premium
5. All building permits and fees
6. Multiple mobilizations
7. 120VAC power hookup
8. Millwork/Counter tops
9. Grounding
10. Lifts or ladders. We expect to use the owner's
11. UPS systems

Timeline and Schedule:
After receipt of order, we will schedule the work around availability and access to the jobsite.

Miscellaneous:
We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding have been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this work until we receive an executed Purchase Order/Sales Agreement.

STANLEY
Security

STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

Pricing:

Total Price ..... Total Price **$33,447.00**

If you have any questions, please feel free to call.

Sincerely,

David Beeler
Senior Sales Engineer
STANLEY Convergent Security Solutions, Inc

11823 Starcrest Drive, San Antonio, TX 78247
C: 317-796-6241 **Service:** 866-614-4175
david.beeler@sbdinc.com | www.stanleysecuritysolutions.com/Corrections

STANLEY
Security

STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

Terms and Conditions

GENERAL

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate and mail the originals to our main office to my attention. If you have any questions, please feel free to call.

WARRANTY

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1year from the date the 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 free of charge. We do not warranty items do to negligence, acts of God or vandalism. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

PAYMENT TERMS

Material stored at SCSS for this project and labor accrued will be progressively billed. SCSS is not subject to payment schedules due to non-payment of your customer. SCSS requires that all payables are current prior to shipment of the equipment from our facility to the work site. Payment terms are cash due upon receipt unless other payment terms have been established at the discretion of SCSS. SCSS expects to be reimbursed for any attorney fees and any other collection costs in acquiring late payments. Retainage will not be held unless previously negotiated.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes 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 SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY
Security

STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

Stanley Convergent Security Solutions, Inc.

Written By: David Beeler

Title: Senior Sales Engineer

Approved and Accepted by Stanley CSS

By: _____

Title: _____

Date: _____

Customer

Approved By: _____

Title: _____

Date: _____

PO# (If applicable)_____

This proposal may be withdrawn by us if not accepted within thirty (30) days.

Commissioners Court - Regular Session **15.**

Meeting Date: 08/04/2020

Line Item Transfer for Constable Pct 3

Submitted By: Patrick Hurley, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003004	Ammunition	1950
To	0100-0553-003311	Uniforms	1950

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:47 AM
Budget Office	Sarah Crain	07/30/2020 11:57 AM
Form Started By: Patrick Hurley		Started On: 07/29/2020 02:52 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **16.**

Meeting Date: 08/04/2020

Assets for Auction - July 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 07/01/2020 through 07/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - July 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:01 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:15 AM
Form Started By: Randy Barker		Started On: 07/16/2020 01:25 PM
Final Approval Date: 07/30/2020		

July 2020 **MONTHLY REPORT** **Court Date:** **8/4/2020**

Williamson County - Assets for Auction

Agenda #: **24650**

Item	Serial Number	Quantity	Dept.
Dell Precision T1700 Computer	H36C482	1	911 Communications
Dell Precision T1700 Computer	H377482	1	911 Communications
Dell Precision T1700 Computer	H376482	1	911 Communications
Dell Precision T1700 Computer	H35C482	1	911 Communications
Dell Precision T1700 Computer	H368482	1	911 Communications
Dell Optiplex 7010 CPU	6WP3RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WM5RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WP4RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WM3RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WP5RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WN5RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WM4RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WN4RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WL5RW1	1	911 Communications
Dell Optiplex 7010 CPU	6WN3RW1	1	911 Communications
HP OfficeJet Pro X476dn MFP Printer	CN451HJ00T	1	911 Communications
HP OfficeJet Pro X476dn MFP Printer	CN35EDJ09J	1	911 Communications
Fellowes Climate Control Footrest		1	911 Communications
Miscellaneous Desk Wall		1	911 Communications
Dell Precision T1700 Computer	H387482	1	911 Communications
Dell Precision T1700 Computer	H38B482	1	911 Communications
Dell Precision T1700 Computer	H36B482	1	911 Communications
Dell Precision T1700 Computer	H389482	1	911 Communications
Dell Latitude 7275	HKQ2L72	1	911 Communications
Dell Latitude 7212 Rugged Extreme Tablet	D7K3TG2	1	911 Communications
Dell Latitude E6540 Laptop	D5ZLD12	1	911 Communications
Dell Latitude E6540 Laptop	36ZLD12	1	911 Communications
Dell Latitude E6540 Laptop	D9ZLD12	1	911 Communications
Dell Precision T1650	FFK1HX1	1	911 Communications
Dell Optiplex 7010 Desktop - Wilco #2997 Co3446	JJLWCX1	1	Building Maintenance
HP Laserjet 4050N	USQX037840	1	CC at Law 3
Couch		1	Comm. PCT 4 - Admin
Coffee Table		1	Comm. PCT 4 - Admin
Small Conference Table		1	Comm. PCT 4 - Admin
2 Conference Room Chairs		2	Comm. PCT 4 - Admin
Large Desk		1	Comm. PCT 4 - Admin
Credenza		1	Comm. PCT 4 - Admin
Small filing cabinet		1	Comm. PCT 4 - Admin
Small Round table		1	Comm. PCT 4 - Admin
Chairs		3	Comm. PCT 4 - Admin
Small Bookshelf		1	Comm. PCT 4 - Admin
2 Drawer Lateral File Cabinet		1	District Attorney
5 Shelf Book Case		1	District Attorney
Dell Precision 390	8FLMZD1	1	Elections
Dell Optiplex 7010	3c4bx12	1	Elections
Dell Latitude E6520	9GTJ6R1	1	Elections
Industrial 10 Drawer Steel File Cabinet		2	Fleet Services
Box of Misc. Nuts & Bolts		1	Fleet Services
6 Drawer Wooden Desk		1	Fleet Services
5 Drawer Wooden L Desk		1	Fleet Services
Box of Misc. Tecumseh Parts		1	Fleet Services
Box of Misc. Springs		1	Fleet Services
Box of Misc. Pipe Fittings		1	Fleet Services

Box of Misc. O-Rings		1	Fleet Services
Box of Misc. Electrical Wiring		1	Fleet Services
Box of Misc. Truck & Equipment Parks		2	Fleet Services
Box of Misc. Hoses		1	Fleet Services
Box of Misc. Door Latches		1	Fleet Services
Box of Misc. Wheel Studs & Nuts		1	Fleet Services
Box of Misc. Lenses		1	Fleet Services
Dell Optiplex 780 #1492	DB6FDP1	1	Information Systems
Dell Latitude E6530 Wilco # 1177	BLVD9LV1	1	Information Systems
Standard size 2 drawer black filing cabinet		1	Juvenile Services
Standard size 2 drawer black filing cabinet		1	Juvenile Services
Desk Chair		1	Juvenile Services
Office Chair		1	Juvenile Services
Fingerprint kit		1	Juvenile Services
Black 4 Drawer File Cabinet w/key	HON #8P6ATA	1	Juvenile Services
Black 4 Drawer File Cabinet no key	HON #31WSF1	1	Juvenile Services
Chair, straight back, light blue		1	Juvenile Services
Metal folding chairs, brown/gold		2	Juvenile Services
Desk chair		1	Mobile Outreach
Wireless Keyboards		2	Mobile Outreach
Plastic Vehicle Organizer		1	Mobile Outreach
Harvis Computer Stand		1	Mobile Outreach
Computer Stand		1	Mobile Outreach
Dell Computer D630, Laptop, docking station, cords	CO 18914, 10T1TF1	1	Parks
Dell Latitude E6540 Laptop	BBQ1F72	1	URS
Dell Latitude E6530 Laptop	DFMRJV1	1	URS
Dell Optiplex 7040 #3392	8XVMXG2	1	URS
Dell Optiplex 780 #1492	JY5YQN1	1	URS
Dell Optiplex 7020	50R1B42	1	URS
Dell Optiplex 7020	50RW942	1	URS
Dell Optiplex 7020	6NYFW52	1	URS

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 04-05-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T1700 Computer
1. Manufacturer ID #:	H387482
1. Oracle Asset #:	151355
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision T1700 Computer
2. Manufacturer ID #:	H38B482
2. Oracle Asset #:	151336
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Precision T1700 Computer
3. Manufacturer ID #:	H36B482
3. Oracle Asset #:	151349
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Precision T1700 Computer
4. Manufacturer ID #:	H389482
4. Oracle Asset #:	151337
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL LATITUDE 7275
5. Manufacturer ID #	HKQ2L72
5. Oracle Asset #	166628
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:47 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 04-05-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP OfficeJet Pro X476dn MFP Printer
1. Manufacturer ID #:	CN451HJ00T
1. Oracle Asset #:	SEARCH BY PO
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP OfficeJet Pro X476dn MFP Printer
2. Manufacturer ID #:	CN35EDJ09J
2. Oracle Asset #:	SEARCH BY PO
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Fellowes Climate Control Footrest
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Miscellaneous Desk Wall
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT IN ORACLE
4. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:48 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 05-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OPTIPLEX 7010 CPU
1. Manufacturer ID #:	6WN5RW1
1. Oracle Asset #:	72126
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell OPTIPLEX 7010 CPU
2. Manufacturer ID #:	6WM4RW1
2. Oracle Asset #:	72123
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell OPTIPLEX 7010 CPU
3. Manufacturer ID #:	6WN4RW1
3. Oracle Asset #:	72132
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OPTIPLEX 7010 CPU
4. Manufacturer ID #:	6WL5RW1
4. Oracle Asset #:	72131
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell OPTIPLEX 7010 CPU
5. Manufacturer ID #	6WN3RW1
5. Oracle Asset #	72130
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:44 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020
Asset(s) delivered to warehouse on:	4/1/2020
Delivered to warehouse by:	Tony Hill

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 05-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7010 CPU
1. Manufacturer ID #:	6WP3RW1
1. Oracle Asset #:	72125
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7010 CPU
2. Manufacturer ID #:	6WM5RW1
2. Oracle Asset #:	72127
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7010 CPU
3. Manufacturer ID #:	6WP4RW1
3. Oracle Asset #:	72129
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7010 CPU
4. Manufacturer ID #:	6WM3RW1
4. Oracle Asset #:	72128
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7010 CPU
5. Manufacturer ID #	6WP5RW1
5. Oracle Asset #	72124
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:45 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020
Asset(s) delivered to warehouse on:	4/1/2020
Delivered to warehouse by:	Tony Hill

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 04-06-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 7212 Rugged Extreme Tablet
1. Manufacturer ID #:	D7K3TG2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6540 Laptop
2. Manufacturer ID #:	D5ZLD12
2. Oracle Asset #:	83254
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6540 Laptop
3. Manufacturer ID #:	36ZLD12
3. Oracle Asset #:	83252
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6540 Laptop
4. Manufacturer ID #:	D9ZLD12
4. Oracle Asset #:	83258
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Precision T1650
5. Manufacturer ID #	FFK1HX1
5. Oracle Asset #	65940
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	512-864-8234

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:50 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 04-05-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision T1700 Computer
1. Manufacturer ID #:	H36C482
1. Oracle Asset #:	151352
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision T1700 Computer
2. Manufacturer ID #:	H377482
2. Oracle Asset #:	151350
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Precision T1700 Computer
3. Manufacturer ID #:	H376482
3. Oracle Asset #:	151342
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Precision T1700 Computer
4. Manufacturer ID #:	H35C482
4. Oracle Asset #:	151348
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Precision T1700 Computer
5. Manufacturer ID #	H368482
5. Oracle Asset #	151345
5. Condition of Assets	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Trey Hewtty
Transferring Department Contact Phone Number:	thewtty@wilco.org

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 9:46 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010 Desktop - WIlco#2997 - C03446
1. Manufacturer ID #:	JJLWCX1
1. Oracle Asset #:	65586
1. Condition of Assets:	Unknown
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 7/27/2020 9:09 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020
Agenda Item:	24650

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.cooper@wilco.org - 10-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Credenza
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small filing cabinet
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Small Round Table
3. Manufacturer ID #:	N/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Chair
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Small Bookshelf
5. Manufacturer ID #	N/A
5. Condition of Assets	Working
Transferring Department:	Commissioner 4 - admin
Transferring Department Contact Person:	Michael Cooper
Transferring Department Contact Phone Number:	512-943-3762
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michael Cooper 7/10/2020 11:35 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.cooper@wilco.org - 10-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Couch
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Coffee Table
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Small Conference Table
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Two conference room chairs
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Large Desk
5. Manufacturer ID #	N/A
5. Condition of Assets	Working
Transferring Department:	Commissioner 4 - admin
Transferring Department Contact Person:	Michael Cooper
Transferring Department Contact Phone Number:	512-943-3762
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michael Cooper 7/10/2020 11:31 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|diana.jackson@wilco.org - 25-06-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet 4050N
1. Manufacturer ID #:	USQX037840
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Department:	County Court at Law 3
Transferring Department Contact Person:	Diana Jackson
Transferring Department Contact Phone Number:	512-943-1162
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Doug Arnold 6/25/2020 9:30 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 06-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 Drawer Lateral File Cabinet
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	5 Shelf Book Case
2. Condition of Assets:	Non-Working
Transferring Department:	District Attorney
Transferring Department Contact Person:	Grace Frias
Transferring Department Contact Phone Number:	5129431234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Grace Frias 7/6/2020 6:11 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jseippel@wilco.org - 18-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Precision 390
1. Manufacturer ID #:	8FLMZD1
1. Oracle Asset #:	45278
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010
2. Manufacturer ID #:	3c4bx12
2. Oracle Asset #:	88193
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6520
3. Manufacturer ID #:	9GTJ6R1
3. Oracle Asset #:	57282
3. Condition of Assets:	Working
Transferring Department:	Elections
Transferring Department Contact Person:	Julie Seippel
Transferring Department Contact Phone Number:	512-943-1631
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Christopher J. Davis 7/18/2020 5:49 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020
Agenda Item:	24650

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 13-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	BOX OF MISC TRUCK AND EQUIPMENT PARTS
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	BOX OF MISC HOSES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	BOX OF MISC DOOR LATCHES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	BOX OF MISC WHEEL STUDS AND NUTS
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	BOX OF MISC LENSES
5. Condition of Assets	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	5129433343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 7/17/2020 12:58 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 13-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BOX OF MISC SPRINGS
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	BOX OF MISC PIPE FITTINGS
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	BOX OF MISC O-RINGS
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	BOX OF MISC ELECTRICAL WIRING
4. Condition of Assets:	Working
5. Condition of Assets	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	5129433343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 7/17/2020 12:55 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 13-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BOX,MISCELLANEOUS TECUMSEH PARTS
1. Condition of Assets:	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	512-943-3343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 7/17/2020 12:50 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 17-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	6 -DRAWER WOODEN DESK
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	5-DRAWER WOODEN L DESK
2. Manufacturer ID #:	A109850
2. Condition of Assets:	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	512-943-3343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 7/17/2020 12:48 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 10-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	INDUSTRIAL 10 DRAWER STEEL FILE CABINET
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	BOX OF MISC NUTS AND BOLTS
2. Condition of Assets:	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Ed Pospisil
Transferring Department Contact Phone Number:	5129433343
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ed Pospisil 7/17/2020 1:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 29-06-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 780
1. Manufacturer ID #:	DB6FDP1
1. Oracle Asset #:	ASSET ALREADY RETIRED IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 6/29/2020 10:28 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530 Wilco# 1177
1. Manufacturer ID #:	BLD9LV1
1. Oracle Asset #:	65402
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 7/15/2020 7:08 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmills@wilco.org - 03-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Chair, straight back, light blue
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Metal folding chairs, brown / gold
2. Condition of Assets:	Working
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Judy Mills
Transferring Department Contact Phone Number:	512-943-3219
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 6/23/2020 3:20 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rschaefer@wilco.org - 04-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black 4 Drawer File Cabinet w/Key
1. Manufacturer ID #:	HON #8P6ATA
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black 4 Drawer File Cabinet no Key
2. Manufacturer ID #:	HON #31WSF1
2. Condition of Assets:	Working
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Rebecca Schaefer
Transferring Department Contact Phone Number:	512-248-3230
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 6/23/2020 3:20 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmills@wilco.org - 03-03-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Standard size, 2 drawer, black filing cabinet
1. Manufacturer ID #:	Realspace
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Standard size, 2 drawer, black filing cabinet
2. Manufacturer ID #:	Hon
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Desk Chair
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Office chair
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Fingerprint Kit
5. Condition of Assets	Unknown
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Judy Mills
Transferring Department Contact Phone Number:	512-943-3219
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 6/23/2020 3:19 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 15-07-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk Chair
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Wireless Keyboards
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Plastic Vehicle Organizer
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Havis Computer Stand
4. Manufacturer ID #:	C-MD-102
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Computer Stand
5. Condition of Assets	Working
Transferring Department:	Mobile Outreach
Transferring Department Contact Person:	Jeanne Williby
Transferring Department Contact Phone Number:	512-943-3588
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Jeanne Williby 7/15/2020 9:37 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 30-06-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Computer D630, Laptop, docking station, cords
1. Manufacturer ID #:	CO 1891, 10T1TF1
1. Oracle Asset #:	46130
1. Condition of Assets:	Non-Working
Transferring Department:	Parks
Transferring Department Contact Person:	Benita Bonner
Transferring Department Contact Phone Number:	5129431926
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Benita Bonner 6/30/2020 11:03 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 27-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7020
1. Manufacturer ID #:	50R1B42
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7020
2. Manufacturer ID #:	50RW942
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7020
3. Manufacturer ID #:	6NYFW52
3. Oracle Asset #:	140330
3. Condition of Assets:	Unknown
Transferring Department:	Unified Road Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Bob Daigh 6/23/2020 4:09 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 12-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040 #3392
1. Manufacturer ID #:	8XVMXG2
1. Oracle Asset #:	176578
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 780 #1492
2. Manufacturer ID #:	JY5YQN1
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Department:	Unified Road Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Bob Daigh 6/23/2020 4:10 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 21-01-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6540 Laptop
1. Manufacturer ID #:	BBQ1F72
1. Oracle Asset #:	150351
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530 Laptop
2. Manufacturer ID #:	DFMRJV1
2. Oracle Asset #:	65170
2. Condition of Assets:	Unknown
Transferring Department:	Unified Road Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Bob Daigh 6/23/2020 4:08 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	8/4/2020

Asset Status Change

Commissioners Court - Regular Session **17.**

Meeting Date: 08/04/2020

Assets for Transfer - July 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 07/01/2020 through 07/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer - July 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:02 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:15 AM
Form Started By: Randy Barker		Started On: 07/16/2020 01:26 PM
Final Approval Date: 07/30/2020		

July 2020 **MONTHLY REPORT** **Court Date:** **8/4/2020**

Williamson County - Assets for Transfer

Agenda #: **24651**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
HP Color Laser Jet Pro MFPM180NW Printer	VNB3R43555	1	Emergency Services	911 Communications
Tables		2	Auction	URS
2 Drawer Wood File Cabinets		3	Auction	URS
Office Chairs		4	Auction	URS
Dell Latitude E6540		1	Auction	Fleet Services
Office Chairs		5	Auction	Commissioner 3-admin
Dell Latitude E6530 Wilco #1177		1	Auction	Fleet Services

Asset Status Change

Title:	i:0#.f|membership|jcooper@wilco.org - 25-02-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Color Laser JEt Pro MFPM180NW Printer
1. Manufacturer ID #:	SN: VNB3R43555
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
Transferring Department:	Emergency Services Dept.
Transferring Department Contact Person:	Julia Cooper
Transferring Department Contact Phone Number:	512-864-8200
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Chris Connealy 6/25/2020 7:48 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	911 Communications
Receiving Department Contact Person:	Trey Hewtty
Receiving Department Contact Phone Number:	512-864-8234
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kelly Luna
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 6/24/2020 3:06 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/4/2020
Workflow History Comments	

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thill@wilco.org - 30-06-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Table
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	2-Drawer Wood File Cabinet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Office Chairs
3. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Tony Hill
Transferring Department Contact Phone Number:	512-943-3314
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tony Hill 6/30/2020 1:09 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Unified Road Systems
Receiving Department Contact Person:	Vicky Edwards
Receiving Department Contact Phone Number:	512-943-3330
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Vicky Edwards 7/9/2020 11:39 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 17-07-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Office Chairs
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 7/20/2020 7:32 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Commissioner 3 - admin
Receiving Department Contact Person:	Valerie Covey
Receiving Department Contact Phone Number:	512-943-3370
Receiving Department - Elected Official/Department Head/Authorized Staff:	Valerie Covey
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Valerie Covey 7/17/2020 4:46 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/4/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 24-07-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530 Wilco#1177
1. Manufacturer ID #:	BLD9LV1
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 7/24/2020 2:17 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Fleet Services
Receiving Department Contact Person:	Kevin Teller
Receiving Department Contact Phone Number:	512-943-3368
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kevin Teller
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 7/24/2020 2:20 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/4/2020
Agenda Item:	24651

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-07-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6540
1. Manufacturer ID #:	D9ZLD12
1. Oracle Asset #:	ASSET IS ALREADY RETIRED AND CANNOT BE TRANSFERRED
1. Condition of Assets:	Working
Transferring Department:	Auction
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 7/15/2020 3:46 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Fleet Services
Receiving Department Contact Person:	Kevin Teller
Receiving Department Contact Phone Number:	512-943-3368
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kevin Teller
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 7/15/2020 3:59 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/4/2020

Asset Status Change

Commissioners Court - Regular Session **18.**

Meeting Date: 08/04/2020

V/E Assets for Auction 8.4.20

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) 2016 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 8.4.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 08:27 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:27 AM
Form Started By: Randy Barker		Started On: 07/28/2020 12:01 PM
Final Approval Date: 07/30/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC4GR302953
Equipment/Door Number	SB1641
License Plate	1309515
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	115,860 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/23/2020 10:49 AM
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 7/28/2020 1:18 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	n/a
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/28/2020 5:46 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/29/2020 10:57 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/29/2020 11:34 AM

Commissioners Court - Regular Session **19.**

Meeting Date: 08/04/2020

V/E Assets for Trade-in 8.4.20

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 Trade-in including one (1) 2015 Ford F450, 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 Trade-in 8.4.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 08:28 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:35 AM
Form Started By: Randy Barker		Started On: 07/28/2020 12:02 PM
Final Approval Date: 07/30/2020		

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT3FEC99658
Equipment/Door Number	ET1568
License Plate	1218295
Year	2015
Make	Ford
Model	F450
Comments (mileage, mechanical issues, other info)	Trade in.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 7/1/2020 10:55 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/1/2020 1:37 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/22/2020 11:21 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/22/2020 2:00 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/22/2020 2:16 PM

Commissioners Court - Regular Session **20.**

Meeting Date: 08/04/2020

V/E Assets for Sale to Insurance 8.4.20

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 assets through Sale to Insurance of one (1) Ford F250, one (1) Dodge Charger, and two (2) Chevy Tahoes, 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 Sale to Insurance 8.4.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 08:29 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:36 AM
Form Started By: Randy Barker		Started On: 07/28/2020 12:03 PM
Final Approval Date: 07/30/2020		

Reason for Status Change	ACCIDENT
Department	210 - Unified Road Systems
County VIN/Serial Number	1FTBF2A60GEB55327
Equipment/Door Number	UB1626
License Plate	1266145
Year	2016
Make	FORD
Model	F-250
Comments (mileage, mechanical issues, other info)	ACCIDENT. INSURANCE DECLARED A TOTAL LOSS.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Terron Evertson 3/26/2020 9:50 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/26/2020 11:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 7/23/2020 9:18 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/23/2020 9:46 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/23/2020 11:31 AM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	2C3CDXAT9FH748404
Equipment/Door Number	SA1557
License Plate	FMS9258
Year	2015
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	insurance totaled for hail damage, 80,200 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/23/2020 5:12 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Hail damage, insurance declared a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/28/2020 1:13 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/28/2020 5:51 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/29/2020 11:01 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/29/2020 11:37 AM

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC9HR226146
Equipment/Door Number	SB1738
License Plate	1336563
Year	2017
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	total loss by insurance w/ 92,615 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 7/23/2020 10:52 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 7/28/2020 1:49 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 7/28/2020 4:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 7/29/2020 10:50 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 7/29/2020 11:30 AM

Reason for Status Change	ACCIDENT
Department	554 - Constable Pct 4
County VIN/Serial Number	1GNLCDEC9JR181201
Equipment/Door Number	4B1824
License Plate	1370332
Year	2018
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	MILEAGE 55613
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Brian Olson 7/8/2020 11:24 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/8/2020 11:35 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 7/22/2020 2:34 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/22/2020 2:43 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/22/2020 3:47 PM

Commissioners Court - Regular Session **21.**

Meeting Date: 08/04/2020

Compensation Items

Submitted By: Laura Drewry, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position title 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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	07/29/2020 12:53 PM
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:39 PM
Form Started By: Laura Drewry		Started On: 07/29/2020 12:34 PM
Final Approval Date: 07/29/2020		

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 1	PT Court Clerk I.9985.001101.	15277	$32,473.21	$714.42	2.20	$33,187.63	MERIT	8/7/2020
Justice of the Peace 1	Court Clerk I.0974.001100.	15078	$32,473.21	$1,169.04	3.60	$33,642.25	MERIT	8/7/2020
Justice of the Peace 1	Court Administrator I.0970.001100.	15129	$41,581.54	$1,829.62	4.40	$43,411.16	MERIT	8/7/2020
Justice of the Peace 1	Court Clerk I.0976.001100.	15193	$32,473.21	$941.72	2.90	$33,414.93	MERIT	8/7/2020
Justice of the Peace 1	Senior Court Clerk.0977.001100.	04098	$47,035.87	$1,034.78	2.20	$48,070.65	MERIT	8/7/2020
Justice of the Peace 1	PT Court Clerk I.9997.001101.	13564	$32,473.21	$714.42	2.20	$33,187.63	MERIT	8/7/2020
Justice of the Peace 1	Court Clerk I.0978.001100.	11447	$37,265.84	$1,080.71	2.90	$38,346.55	MERIT	8/7/2020
Justice of the Peace 1	Court Administrator I.0971.001100.	14697	$41,581.54	$1,205.88	2.90	$42,787.42	MERIT	8/7/2020
Justice of the Peace 1	Court Clerk I.0975.001100.	15276	$32,473.21	$714.42	2.20	$33,187.63	MERIT	8/7/2020
Justice of the Peace 1	Chief Court Administrator.0972.001100.	15016	$57,678.14	$1,268.80	2.20	$58,946.94	MERIT	8/7/2020
Tax Assessor/Collector	Tax Specialist II.1451.001100.	14621	$34,126.48	$853.15	2.50	$34,979.63	MERIT	8/7/2020
Tax Assessor/Collector	Tax Specialist I.1431.001100.	13870	$34,103.83	$852.59	2.50	$34,956.42	MERIT	8/7/2020
Unified Road Systems	Operator IV.1527.001100.Y	11542	$47,365.93	$1,500.01	3.17	$48,865.94	MERIT	8/7/2020
Emergency Management	Director Emergency Mgmt.0777.001100.	14250	$95,123.86	$6,658.60	7.00	$101,782.46	MERIT	8/21/2020
Emergency Management	Emergency Mgmt Spec.1793.001100.	12828	$69,642.31	$2,228.55	3.20	$71,870.86	MERIT	8/21/2020
Emergency Management	Emergency Mgmt Spec.0775.001100.	11210	$70,900.13	$2,481.50	3.50	$73,381.63	MERIT	8/21/2020
Emergency Management	Deputy Dir Emergency Mgmt.0776.001100.	15283	$81,200.34	$2,842.06	3.50	$84,042.40	MERIT	8/21/2020
Animal Services	PT Animal Care Specialist.9929.001101.	14736	$25,396.80	$253.97	1.00	$25,650.77	MERIT	8/7/2020
Animal Services	PT Animal Care Specialist.9990.001101.	15156	$25,396.80	$507.94	2.00	$25,904.74	MERIT	8/7/2020
Animal Services	Animal Care Specialist.1889.001100.N	15198	$25,392.12	$761.76	3.00	$26,153.88	MERIT	8/7/2020
Animal Services	Animal Care Specialist.1887.001100.N	15132	$25,396.80	$761.90	3.00	$26,158.70	MERIT	8/7/2020
Animal Services	Admin Tech.1836.001100.	15157	$29,415.98	$882.48	3.00	$30,298.47	MERIT	8/7/2020
Animal Services	Animal Care Specialist.1765.001100.	15170	$25,396.80	$761.90	3.00	$26,158.70	MERIT	8/7/2020
Animal Services	Animal Care Specialist.1888.001100.N	15091	$25,376.00	$507.52	2.00	$25,883.52	MERIT	8/7/2020
Animal Services	Animal Health Technician.1885.001100.N	15119	$32,468.80	$974.06	3.00	$33,442.86	MERIT	8/7/2020
Animal Services	Health Tech - Surgery.1752.001100.	15086	$32,473.21	$974.19	3.00	$33,447.40	MERIT	8/7/2020
Animal Services	Admin Tech.1837.001100.	15122	$29,415.96	$588.33	2.00	$30,004.29	MERIT	8/7/2020
Building Maintenance	Jail Maintenance Tech I.0235.001100.	14947	$36,859.45	$1,474.39	4.00	$38,333.84	MERIT	8/7/2020

				(TO)	(FROM)	**Available**	
entity	fund	dept	object	dr	cr	**Budget**	
01	0100	0451	001100	10,039.61			
01	0100	0451	001130		10,039.61	10,269.19	
01	0100	0499	001100	1,705.74			
01	0100	0499	001130		1,705.74	1,721.43	
01	0100	0509	001100	1,474.39			
01	0100	0509	001130		1,474.39	5,109.17	
01	0200	0210	001100	1,500.01			
01	0200	0210	001130		1,500.01	9,278.93	
01	0545	0545	001100	6,764.52			
01	0545	0545	001130		6,764.52	7,120.58	
01	0100	0541	01100	14,210.71			
01	0100	0541	02010	1,087.12			
01	0100	0541	02020	2,064.82			
01	0100	8004	001130		14,210.71	221,337.79	
01	0100	8004	02010		1,087.12		
01	0100	8004	02020		2,064.82		
01	0100	0454	001100		1,013.13	2,413.71	Correction to dept number 7.21.20 LIT
01	0100	0454	001130	1,013.13			Correction to dept number 7.21.20 LIT
01	0100	0494	001100	1,013.13			Correction to dept number 7.21.20 LIT
01	0100	0494	001130		1,013.13	2,607.74	Correction to dept number 7.21.20 LIT

Commissioners Court - Regular Session **22.**

Meeting Date: 08/04/2020

Justice of the Peace 4 June 2020 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JUNE 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:30 AM

Form Started By: Veronica Bolander Started On: 07/30/2020 10:18 AM

Final Approval Date: 07/30/2020

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of June 2020.

Stacy Hackenberg Digitally signed by Stacy Hackenberg
Date: 2020.07.29 16:07:54 -05'00'

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

JUSTICE COURT PRECINCT 4
WILLIAMSON COUNTY, TEXAS

Payment Report - Transaction/Adjustment Detail

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**15,615.42**	**15,615.42**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**15,615.42**	**15,615.42**
Tender Method Summary			
Tender Types	Cash	48.00	48.00
	Cashier's Check	211.00	211.00
	Certified Payments Credit Card	4,697.67	4,697.67
	Check	2,386.00	2,386.00
	E-File Credit Card	7,501.75	7,501.75
	Money Order	771.00	771.00

Detailed report is available through Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	11.39
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,112.08
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	2,910.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	22.81
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	9.69
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,052.22
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	770.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	265.66
	0100 - General Fund Total:	**11,204.85**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	2.26
	0361 - JP Security Fund Total:	**2.26**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	1.64
	0369 - JP-4 Truancy Program Fund Total:	**1.64**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	2.21
	0372 - Justice Court Technology Fund Total:	**2.21**

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,540.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	0.66
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	22.40
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	1,176.49
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2.21
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	2.88
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	9.60
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.02
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	9.84
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	605.45
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.66
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	924.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	100.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	10.25
	0399 - State Agency Fund Total:	**4,404.46**
	Fee Totals for All Funds:	**15,615.42**

Payment Report - Fee Code Summary

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	7.96	2	0.00	0	0.00	0	7.96	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	86.92	18	0.00	0	0.00	0	86.92	18
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,176.49	20	0.00	0	0.00	0	1,176.49	20
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	20.00	2	0.00	0	0.00	0	20.00	2
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	265.66	20	0.00	0	0.00	0	265.66	20
2020LTF	Local Traffic Fine (TC 542.403)	36.33	13	0.00	0	0.00	0	36.33	13
2020STF	State Traffic Fine (TC 542.4031)	605.45	13	0.00	0	0.00	0	605.45	13
2020TPF	Time Payment Fee CCP 102.030	8.79	1	0.00	0	0.00	0	8.79	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.64	1	0.00	0	0.00	0	1.64	1
CC	Certified Copies	14.00	1	0.00	0	0.00	0	14.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	22.40	2	0.00	0	0.00	0	22.40	2
CCOP	Civil Copies	3.75	3	0.00	0	0.00	0	3.75	3
CERT	Certified Copy	9.75	1	0.00	0	0.00	0	9.75	1
CFINE	County Fine	3,052.22	26	0.00	0	0.00	0	3,052.22	26
CHS	Courthouse Security Fee (CCP 102.017)	1.67	2	0.00	0	0.00	0	1.67	2
CHSJC	JP Security Fee (CCP 102.017)	0.59	2	0.00	0	0.00	0	0.59	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	2.88	2	0.00	0	0.00	0	2.88	2
COMM	Commitment - JP4 eDoc Conversion	1.14	1	0.00	0	0.00	0	1.14	1
CONT4	Constable Service Fee Pct #4	2,310.00	23	0.00	0	0.00	0	2,310.00	23
DDF	Deferred Disposition Fee	25.00	1	0.00	0	0.00	0	25.00	1
EFF	Electronic Filing Fee	1,540.00	151	0.00	0	0.00	0	1,540.00	151
IDF	Indigent Defense Fee (LGC 133.107)	0.66	1	0.00	0	0.00	0	0.66	1
ISF	Indigent Legal Services Fee	924.00	151	0.00	0	0.00	0	924.00	151
JCF	Civil Filing Fee	3,800.00	149	0.00	0	0.00	0	3,800.00	149
JCTF	Judicial/Court Training Fee Due to State	770.00	151	0.00	0	0.00	0	770.00	151
JCTF	Justice Court Technology Fee (CCP 102.0173)	2.21	2	0.00	0	0.00	0	2.21	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	2.21	2	0.00	0	0.00	0	2.21	2
JTP	Juvenile Truancy Program (CCP 102.0174)	1.64	1	0.00	0	0.00	0	1.64	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < $10	1.00	1	0.00	0	0.00	0	1.00	1

Payment Report - Fee Code Summary

Transaction Date: **06/01/2020 - 06/30/2020** Case Categories: **Appellate; Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
MVF	Moving Violation Fee (CCP 102.022)	0.02	1	0.00	0	0.00	0	0.02	1
REL	Release - JP4 eDoc Conversion	1.14	1	0.00	0	0.00	0	1.14	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	100.00	1	0.00	0	0.00	0	100.00	1
STF	State Traffic Fee (TC 542.4031)	9.84	1	0.00	0	0.00	0	9.84	1
TFC	Traffic	0.98	1	0.00	0	0.00	0	0.98	1
TP	Time Payment Fee	5.69	1	0.00	0	0.00	0	5.69	1
TPC	Time Payment Fee - County	0.90	1	0.00	0	0.00	0	0.90	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.66	1	0.00	0	0.00	0	0.66	1
TPS	Time Payment Fee - State	4.56	1	0.00	0	0.00	0	4.56	1
TPWF	Texas P&W Fine	50.00	1	0.00	0	0.00	0	50.00	1
WARC4	Warrant Fee - Constable Pct. 4	22.81	1	0.00	0	0.00	0	22.81	1
WCSO	Williamson County Sheriff	11.39	1	0.00	0	0.00	0	11.39	1
WFHPD	Warrant Fee - Hutto Police Department	11.07	1	0.00	0	0.00	0	11.07	1
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	20.00	4	0.00	0	0.00	0	20.00	4
WREEN	Writ of Re-entry	25.00	1	0.00	0	0.00	0	25.00	1
WSF4	JP4 - Writ Service Fee	600.00	4	0.00	0	0.00	0	600.00	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		15,615.42	789	0.00	0	0.00	0	15,615.42	789

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 06/01/2020-06/30/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$265.66	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$92.98		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$94.88		01.0373.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$75.90		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$1.90		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$265.66	$265.66			100.000000%
Collected	$265.66				

Commissioners Court - Regular Session **23.**

Meeting Date: 08/04/2020

ESD 11

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Brian Brunson to Place #5 of the ESD #11 Board of Directors filling a vacancy with a term effective immediately and ending on December 31, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brian Brunson Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/27/2020 03:14 PM
Form Started By: Kathy Pierce		Started On: 07/27/2020 02:13 PM
Final Approval Date: 07/27/2020		

To Whom It May Concern,

My name is Brian Brunson, I am a licensed Professional Counselor who works with those struggling with addiction, loved ones of those addicted, married couples facing challenges, individuals who have experienced loss, fear, trauma or relational brokenness, and I also work with a team of coaches who strive to provide places of support for those above. My official position is that of Restore Pastor at Gateway Community Church in Austin. I love getting the chance to journey alongside people to help them find freedom and community. Prior to moving to Austin, we lived in Fort Worth, where I worked for three years as both a Family Interventionist and a Multisystemic Therapist for MHMR of Tarrant County.

My family has lived in the Shenandoah neighborhood since 2007 when we bought our first house here. We have owned three different houses In Shenandoah because we love the area and the people that live here. My wife and I have three boys: Two that are in college and one that is a Sophomore at Cedar Park High School. Our oldest is a senior at Kansas State University Studying Computer Science with an emphasis in Cyber Security. Our second son is a sophomore at the University of North Texas Studying Astrophysics.

My desire in serving on the Emergency Service District is to give back to my community and the neighborhood that my family has lived in for so many years. I believe that being a part of a community is being willing to serve when and where I can. I know that there have been many before me that have set the foundation of service within our neighborhood and I hope to be a small part of continuing that spirit of service.

Thank you,

Brian Brunson

Commissioners Court - Regular Session **24.**

Meeting Date: 08/04/2020

ESD 11

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Vaden Mohrmann to Place #1 of the ESD #11 Board of Directors, filling an unexpired term effective immediately and ending on December 31, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaden Mohrmann Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/27/2020 03:16 PM
Form Started By: Kathy Pierce		Started On: 07/27/2020 02:26 PM
Final Approval Date: 07/27/2020		

Vaden Mohrmann Bio

Vaden was born in the early 1970s in Bryan, TX where his family lived until moving to Round Rock, Texas just before high school. After graduating from Round Rock High School, he went to Texas A&M University and earned an engineering degree. After graduating Vaden moved back to Round Rock and took a job with Dell Computers in the development organization. In 2011 he married and became a step father to two amazing girls in elementary school, and moved to Cedar Park. After 18 years with Dell, and earning 5 patents, Vaden transitioned to work for Cray Inc on development of exo-scale super computers. Divorced in 2018, Vaden moved to the Shenandoah neighborhood. When not working Vaden enjoys see his girls, one in college at TAMU-CC and the other to be a senior at Vista Ridge High School. Hobbies include working on various projects in his shop from wood turning, to laser engraving and photography.

Commissioners Court - Regular Session **25.**

Meeting Date: 08/04/2020

Temporary Construction Easement - Trails at Shady Oak Residential Community, Inc.

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 Temporary Construction Easement with the Trails of Shady Oak Residential Community, Inc. for replacement of an approximate 1,200 feet common boundary fence adjacent to Southwest Williamson County Regional Park. No funding required.

Background

Fence replacement will be completed by a sub-contractor of the Trails of Shady Oak Residential Community, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Temporary Construction Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/22/2020 12:12 PM

Form Started By: Russell Fishbeck Started On: 07/22/2020 11:27 AM

Final Approval Date: 07/22/2020

TEMPORARY CONSTRUCTION EASEMENT

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

This temporary construction easement is made between the County Of Williamson, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and Trails at Shady Oak Residential Community, Inc., (herein collectively referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee a temporary construction easement (the "Construction Easement") over, upon and across the hereinafter described property for use of same during and in connection with the construction of a common boundary fence line that is approximately 1,200 feet long (collectively, the "Facilities") on, over, and across a portion of Grantor's Southwest Williamson County Regional Park, being described and depicted in the attached Exhibit "A," which is incorporated herein for all purposes. The property to which the Construction Easement is hereby imposed is more particularly described as follows:

   > The surface of the property owned by Grantor which is within twenty five (25) feet of the existing fence line set forth in the attached Exhibit "A" (herein sometimes referred to as the "Construction Easement Area").

2. The Construction Easement and the rights and privileges herein conveyed, are granted for and in consideration of Grantee's construction of the Facilities at no cost to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. For the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for any and all purposes necessary to construct the Facilities, including, but not limited to vehicular access and equipment staging, it being provided that all brush, cuttings, equipment, and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of the construction of the Facilities and it also being provided that all such brush, cuttings, equipment, and debris shall not be placed on Grantor's adjacent lands, except where specified by Grantor. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Construction Easement include any other types of rights, interests, or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Upon the completion of construction and installation of the Facilities, Grantee shall restore the surface of the Construction Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.

5. Grantee agrees that Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this Construction Easement to any individual or entity who is not a party hereto.

6. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Facilities within the Construction Easement Area or within four (4) weeks from the commencement of construction, whichever date occurs first. Upon Grantor's written request to Grantee, Grantee shall execute an instrument, which shall be in recordable form and which shall evidence the termination of this Construction Easement and deliver same to Grantor immediately.

7. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.

8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Construction Easement Area or within areas adjoining the Construction Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.

9. Grantee agrees that no hardwood trees, within the Construction Easement Area or on the areas adjoining the Construction Easement Area, having trunks that are Two (2) inches in diameter or larger, measured Two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is Two (2) inches in diameter or larger, measured Two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

10. **TO THE FULLEST EXTENT AUTHORIZED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GRANTEE'S OR ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES EXERCISE OF ANY AND ALL RIGHTS GRANTED HEREUNDER, OR FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONSTRUCTION EASEMENT TO BE PERFORMED BY OR ON BEHALF OF GRANTEE DURING THE TERM OF THIS CONSTRUCTION EASEMENT. GRANTOR SHALL NOT BE LIABLE FOR DAMAGES TO GRANTEE ARISING FROM ANY ACT OF ANY THIRD PARTY. GRANTEE FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF GRANTEE, OR GRANTEE'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS CONSTRUCTION EASEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON GRANTOR'S PREMISES DURING THE TERM OF THIS CONSTRUCTION EASEMENT;**

PROVIDED, HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR THE NEGLIGENCE OF GRANTOR. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONSTRUCTION EASEMENT.

11. Grantee agrees that all existing fence posts with "Park Boundary" signs on them shall not be removed during Grantee's construction.

12. This Construction Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Construction Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed to be effective as of the date of the last party's execution below ("Effective Date").

GRANTOR:

County of Williamson, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as _____ of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

GRANTEE:

Trails at Shady Oak Residential Community, Inc.

By: DocuSigned by: Jason Cary EBC9AF9C6D8645D...

Printed Name: Jason Cary

Representative Capacity: HOA Board Director

Date: July 10, 2020

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the July day of 10, 2020, by _____ as _____ of the Trails at Shady Oak Residential Community, Inc.

Notary Public, State of Texas

TRICIA CHERYL STALEY
Notary Public, State of Texas
Comm. Expires 12-13-2020
Notary ID 130930509

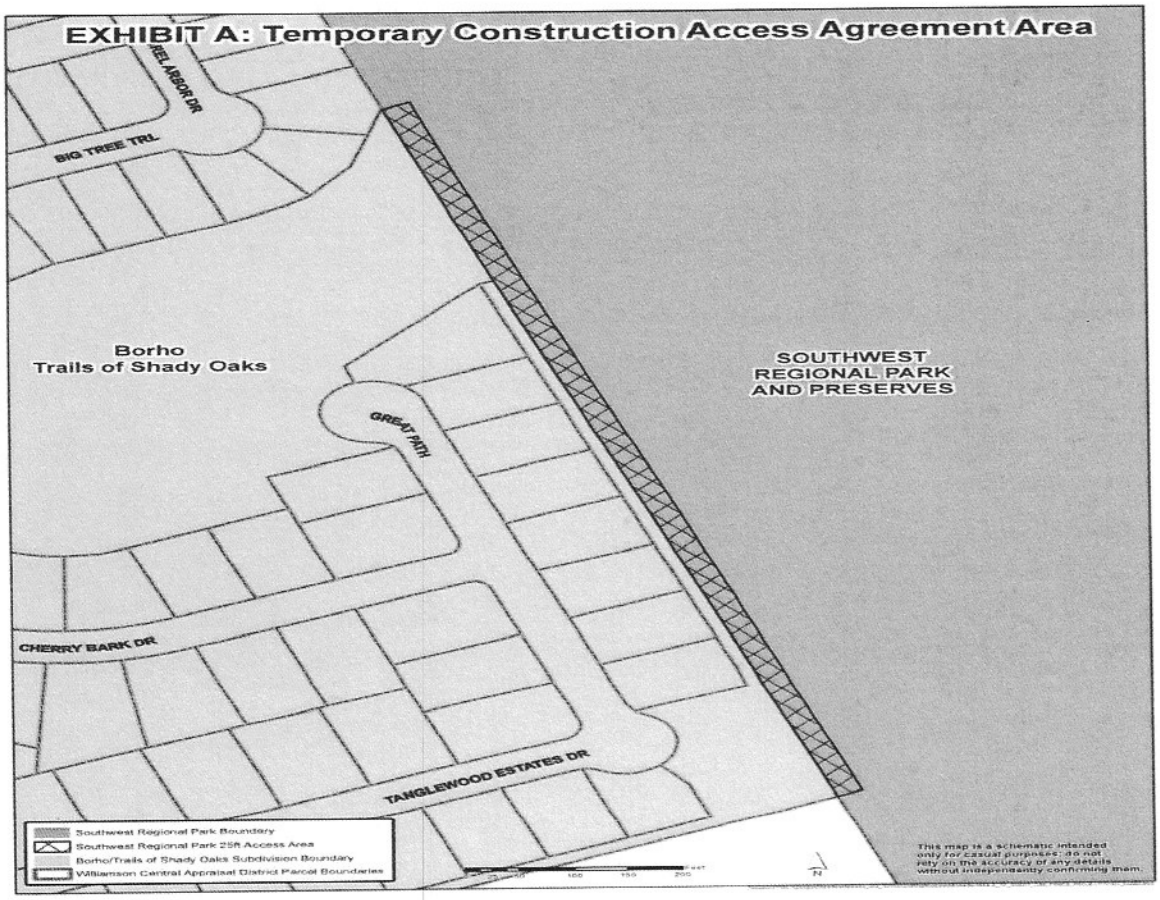


EXHIBIT A: Temporary Construction Access Agreement Area
ARBOR DR
BIG TREE TRL
Borho
Trails of Shady Oaks
SOUTHWEST
REGIONAL PARK
AND PRESERVES
GREAT PATH
CHERRY BARK DR
TANGLEWOOD ESTATES DR
Southwest Regional Park Boundary
Southwest Regional Park 25ft Access Area
Borho/Trails of Shady Oaks Subdivision Boundary
Williamson Central Appraisal District Parcel Boundaries
This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.

Commissioners Court - Regular Session **26.**

Meeting Date: 08/04/2020

Amendment to Project Grant Agreement - River Ranch County Park Interpretive Center

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to the Texas Parks and Wildlife Department Recreation and Parks Account Project Agreement (Project No. 51-000071) relating to the Williamson County River Ranch County Park Interpretive Center whereby the project deadline would be extended to July 15, 2021.

Background

Construction completion for the Interpretive Center is currently scheduled for 2020. This project deadline extension will ensure that all awarded grant funds ($750,000) are applied to this project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to Project Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/22/2020 01:56 PM

Form Started By: Russell Fishbeck Started On: 07/22/2020 01:34 PM

Final Approval Date: 07/22/2020

PO# _____ DUNS# _____ CFDA: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT

AMENDMENT TO PROJECT AGREEMENT

Project Amendment Number: **51-000071.1**

Project Name: **WILLIAMSON COUNTY River Ranch County Park Interpretive Center**

* * *

THIS AMENDMENT to Project Agreement Number **51-000071** is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

To EXTEND the project deadline to July 15, 2021.

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. This amendment is effective upon execution by the Department.

TEXAS PARKS AND WILDLIFE DEPARTMENT

by Dana Lagarde Digitally signed by Dana Lagarde Date: 2020.07.14 15:21:35 -05'00'

Dana Lagarde, Director, Recreation Grants Branch
Name and Title

_____
TPWD Approval Date

☒ SAM Check – Cage #: 310C4, Date: 7-14-20, Initials: dfr

WILLIAMSON COUNTY
Political Subdivision (Sponsor)

by _____

Honorable Bill Gravell, Jr., County Judge
Name and Title

Commissioners Court - Regular Session **27.**

Meeting Date: 08/04/2020

Awarding IFB T788 EMS Medical Supplies

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 bids received for EMS Medical Supplies for Williamson County, IFB #T788, to the lowest and best bidders as noted on the attached bid tab.

Background

This contract will be awarded to the lowest and best bidders for the contract term beginning October 1, 2020 through September 30, 2021. Bid tab is attached for review, awarded vendors are in red. Department point of contact is Kirk Becker. Funding will be provided by department budgets as needed with multiple line items approved in the FY19 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:14 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:23 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:04 PM
Final Approval Date: 07/30/2020		

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
1			"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)	0.0095-1	0.05-3		0.0137-2
2			"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)	3.48-1	6.63-3		3.5349-2
3			1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	0.077-1	0.16-3		0.1118-2
4			10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	0.0731-1	0.12-2		0.2715-3
5			LARGE BIOHAZARD INFECTION WASTE BAGS	0.17-1	0.25-2		0.3046-3
6			4 X 4 STERILE GAUZE	0.0459-1	0.07-3		0.0563-2
7			4" X 4" NON-STERILE SPONGES 8 PLY	0.0112-2	0.225-3		0.0089-1
9			ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA
10			ADENOCARD 6mg / 2ml (VIALS ONLY)	2.17-1	4.79-2		
11			AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES	1.15-1	1.36-2		
12			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030	11.95-1	13.20-2		13.9535-3
13			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030	11.95-1	13.20-2		13.9535-3
14			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030	11.95-1	13.20-2		13.9535-3
15			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030	11.95-1	13.20-2		13.9535-3
16			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030	$23.5300	22.00-1		23.2558-2
17			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030	$23.5300	22.00-1		23.2558-2
18			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030	$23.5300	22.00-1		23.2558-2
19			ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)	0.1152-1	0.19-2		
20			ALCOHOL PREP PADS @ 200 PER BOX	0.0078-2	0.008-3		0.0073-1
21			AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED	1.67-2	1.62-1		
22			ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.	0.0194-1	0.02-2		0.9762-3
23			ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)	0.1628-1	0.20-2		0.2256-3
24			ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)	0.0001-1	5.76-2		6.1618-3
25			CASE FOR ASSURE BLOOD GLUCOSE METER	0.0001-1	0.0001-2		1.2195-3

Bidder's Name:_____ Bidder's Signature:_____ Date:_____

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
26			ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2	7.25-1 hx	9.22-3		6.2619-2
			Purchase above 4 items from same vendor				
27			ATROPINE 1MG/10ML, PFS (NEEDLELESS)	10.48-2	10.03-1		
28			ATROPINE 1MG/1ML VIAL	15.00-1	22.00-2		
29			ATROPINE 8MG/20ML MULTIDOSE VIAL	41.79-2	35.47-1		
30			ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE	0.1152-1	0.19-2		
31			BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS	344.90-3	193.75-2		178.50-1
32			BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)	54.85-1	207.84-3		85.6429-2
33			BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.	107.50-1	236.00-3		110.00-2
34			BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)	1.77-2	1.53-1		1.8488-3
35			BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED	9.90-2	12.59-3	8.12-1	13.2706-4
36			BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H20, and PEEP VALVE DIVERTER: TO BE ASSEMBLED PRIOR TO SHIPMENT.	25.49-3	23.35-2		21.1471-1
37			BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT	22.70-2	21.04-1		31.7412-3
38			BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:	9.90 DNMS	22.91-1		34.60-2
39			BED PANS, FRACTURE STYLE	0.82-2	0.81-1		1.0976-3
40			BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS	1.1432-2	1.09-1		
41			BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA
42			BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA
43			Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY		5.56-UTI		
44			BLANKET, READY-HEAT INFANT WARMING COCOON	13.39-1	13.80-2		23.2195-3
45			BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: NAVY (Send Sample)	3.50-1			7.5854-2
46			BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERED	1.59-1			2.9518-2

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
48			BLOOD PRESSURE CUFF, ADULT: MABIS style	4.55-1	8.12-3		5.2209-2
50			BLOOD PRESSURE CUFF, CHILD: MABIS style	4.55-1	7.00-3		5.2209-2
51			BLOOD PRESSURE CUFF, INFANT: MABIS Style	4.55-1	7.00-3		5.2209-2
52			BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style	5.55-2	7.00-3		5.2209-1
53			BLOOD PRESSURE CUFF, THIGH: MABIS Style	6.35-2	7.00-3		5.2209-1
54			BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.	0.25-1	0.66-2		0.6951-3
55			BURETROL SET WITH 1 ULTRASITE INJECTION SITE B-Braun 375111 ONLY (NO SUBS)	5.00-1	5.40-2		
56			BURN SHEET 60" X 90"	1.70-2	1.92-3		1.4118-1
57			CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT	9.89-1	10.43-2		
58			CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100 ONLY NO SUB)	9.0375-2	9.23-3	7.20-1	
59			CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)	8.05-2	7.76-1		10.3659-3
60			CHLORAPREPS FREPP APPLICATOR 1.5ML	0.9575-1	283.81-DNMS		1.086-2
61			CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE	3.08-1	4.55-3		3.2558-2
62			CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped	0.1866-2	0.26-3		0.1369-1
63			CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)		23.40-1		27.0588-2
64			CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)		23.40-1		27.0588-2
65			CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)		49.90-1		52.4118-2
66			CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.	3.96-3	3.42-2		3.3529-1
67			CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT	917.90-1	939.59-2		
68			DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	1.50-1	2.00-2		
69			DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS	2.43-1	2.69-2		
70			DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)	13.99-2	9.89-1		
71			DILTIAZEM 25MG/5ML REFRIGERATED VIALS	3.325-1	5.76-2		
72			DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY	0.24-1	0.543-2		

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
73			DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX OR CURAPLEX 1071-10208	0.3472-1	0.355-2		0.4286-3
74			DROPERIDOL 5MG/2ML VIALS	7.7992-1			
75			DRUG CASE, PELICAN #1550EMS ORANGE HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.	264.50-3	250.83-1		253.0595-2
77			EASY CAP EtCO2 DETECTOR, ADULT	7.94-2	9.25-3		7.4405-1
78			ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)	0.184-1	0.28-3	0.185-2	0.307-4
79			EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING) DYNAREX 3683	2.98-1	3.30-3		3.2738-2
80			EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)	0.52-DNMS	1.82-2		0.7195-1
81			EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)	0.65-2	0.78-3		0.6471-1
82			EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)	5.955-2	5.61-1		
83			EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.	17.9072-2	17.80-1		
84			ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	8.498-1	16.47-2		
85			ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	4.13-2			2.8571-1
86			ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	4.88-2			2.8571-1
87			ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)	2.68-2	2.63-1		3.2353-3
88			ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)	0.60-1	0.78-2		0.8471-3
89			ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)	0.49-1	0.73-3		0.7294-2
90			EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB	3.88-2	4.91-3	3.65-1	5.00-4
91			EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB	3.88-2	4.91-3	3.65-1	5.00-4
93			FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)	1.2344-1	4.52-2		
94			FERNO CODE 1 PEDI Bag w/ pouches, RED	137.90-DNMS			132.5301-1
95			FERNO AIRWAY Mgmt/TRAUMA BAGS. Red	268.50-1	274.33-2		65.0602-DNMS
99			GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)	0.1758-1	0.26-2		13.20-3

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
100			GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)	139.90-1	188.35-2		
101			HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)	1.49-2	1.00-1		
102			HALO CHEST SEALS (2 PACK)	5.35-1	15.57-2		19.3412-3
103			HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS	0.0488-1			
104			HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS	2.02-DNMS			1.8659-1
105			HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS	4.90-1	5.13-2		
106			I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free)	1.82-1hx	1.84-2hx		1.6279-3
107			I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)	0.99-1	1.54-3		1.0119-2
108			I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
109			I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
110			I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
111			I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
112			I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
113			I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)	1.35-1	1.40-3		1.3678-2
114			I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.	1.27-1	1.52-3		1.4368-2
115			I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE	16.59-2			7.4713-1
116			I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: B-BRAUN 352244 ONLY) (Latex Free)	1.17-1	1.23-2		4.3214-3
117			I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)	6.49-1	14.85-3		7.8235-2
118			INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT) (CITY OF BIRMINGHAM KIT)	7.18-1			
119			INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)	3.92-3	3.52-2		3.1176-1
120			INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)	0.29-1			0.3303-2
121			IRRIGATION CAP WOUND SHIELD (662209)	3.90-1			
122			K Y JELLY .09 OZ FOIL PACK	0.0375-2	0.04-3		0.0356-1

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
123			KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125	44.55-1	122.64-3		50.00-2
124			KETAMINE: 500MG/10ML VIALS	6.825-1	32.00-2		
125			KING VISION REUSABLE DISPLAY (KVISO1)	1144.80-2	1120.00-1		1763.5294-3
126			KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)	38.95-1	39.14-2		42.2941-3
			LACTATED RINGERS 1000ML BAG	2.39-1	3.10-2		
127			LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS	0.0794-1	0.10-3		0.0833-2
128			LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)	7.15-1			
129			LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)	3.57-1	4.00-2		
130			LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)	85.95-2	85.00-1		87.9294-3
131			LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)	37.0058-2	38.33-3		36.7647-1
132			LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)	79.1666-1	85.00-2		120.7804-3
133			MAGILL FORCEPS, ADULT	3.42-2	3.40-1		3.6071-3
134			MAGILL FORCEPS, PEDI	2.88-1	3.40-2		3.6071-3
135			MAGNESIUM SULFATE, 1 GM VIALS	1.86-1	6.50-2		
136			MALE URINAL, PLASTIC	0.58-2	0.46-1		0.6585-3
137			METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)	9.78-1	10.35-2		
138			MULTI TRAUMA DRESSING 10" X 30"	0.71-1	0.82-3		0.814-2
139			N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.	1.0475-1			
140			NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)	32.95-1	35.94-2		
141			NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)	0.21-1	0.25-2		0.2907-3
142			NASAL CANNULA, PEDI (LATEX FREE)	0.21-1	0.49-3		0.2907-2
143			NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)	1.45-1	2.24-2		2.4286-3
144			NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000) (NO SUB)	0.83-DNMS	1.12-1		

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
145			NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14836000) NO SUB	2.6148-1	1.07-DNMS		
146			NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14846000) NO SUB	1.9996-1	1.54-DNMS		
147			NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #15016000 PREFERRED. (NO SUB)		0.84-1		
148			NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031) (NO SUB)				
150			NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)	0.3133-2 HX	0.30-3		0.2529-1
151			NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE	0.259-2	0.30-3		0.2525-1
152			NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)	4.49-2	4.38-1		3.7805-DNMS
153			NITRO -BID FOILPAKS: NDC 0168-0326-08	2.6458-2	2.50-1		
154			NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.	0.394-1	20.00-2		
155			NITROGLYCERIN IN D5W, 25MG/250ML GLASS BOTTLE	18.50-1	20.25-2		
156			NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)	0.54-1	0.66-2		0.7738-3
157			NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)	0.54-1	0.82-3		0.7073-2
158			NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)	23.63-2	9.75-1		
159			NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)	0.30-1	0.53-2		
160			NORMAL SALINE, 100 CC BAGS	1.85-1	3.26-2		
161			NORMAL SALINE, 1000 CC BAGS	2.38-1	2.89-2		
162			NORMAL SALINE, 500 CC BAGS	2.38-1	4.77-2		
163			NOSE CLIP PLASTIC	0.2934-2	0.26-1		9.4146-3
164			O-TWO E SERIES REPLACEMENT FILTER 01CV8040-CS	3.318-1	3.60-3		3.3988-2
165			O-TWO LEAK TEST KIT 01TA7650		215.96-1		

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
166			OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.		10.00-1		
167			ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)	0.13-1	0.20-2		0.2143-3
168			OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.	58.50-3	26.00-1		32.7857-2
169			OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)	1.65-1	0.18-DNMS		1.939-2
170			OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)	3.29-1	3.93-2		4.00-3
171			OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC	0.24-1	0.41-3		0.3571-2
172			OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (O-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).	43.82-2	46.71-3		36.5476-1
174			OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.	79.80-3	72.89-2		62.4375-1
175			OXYGEN QUICK CONNECT OHMEDA, (PRECISION MEDICAL 2114)	11.95-DNMS	35.16-2		21.439-1
176			OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)	0.23-1	0.39-3		0.3095-2
177			PARA SHIELD FACE SHIELD WITH MASK	4.15-1			
178			PATIENT RESTRAINTS LEG, POSEY 2791Q	27.90-1	46.74-3		35.2024-2
179			PATIENT RESTRAINTS WRIST, POSEY 2790Q	28.97-1	47.82-3		35.1548-2
180			PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)	1.79-3	1.50-2		1.4793-1
181			PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)	2.98-1	4.50-3		3.2353-2
182			PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.	0.58-1	0.70-3		0.625-2
183			PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A	8.04-1	9.51-2		7.1571-DNMS
184			PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A	8.93-1	10.46-2		6.7571-DNMS
185			PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920	6.79-1	9.44-2		6.7412-DNMS
186			PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923	11.61-1	18.34-2		19.7333-3
187			PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY	162.90-1	195.41-3		185.3659-2
188			LIFEPAK AC POWER CORD 11140-000015	69.17-1			

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
189			TEST LOAD FOR USE W/LIFEPAK 21330-001365	91.92-1	127.17-3		94.7561-2
190			CHEST LEAD ECG CABLE SET 11111-000022	131.67-1	141.32-3		139.1905-2
191			LIMB LEAD ECG CABLE SET W/ TRUNK CABLE 11111-000018	326.68-1	343.00-2		345.3333-3
192			ECG 100MM CHEMICAL THERMAL PAPER (red) 11240-000016	1.43-1	12.50-3		10.131-2
193			PULSE OX ADAPTER CABLE RAINBOW 11171-000037	195.50-3	86.25-1		89.2857-2
194			RAINBOW PULSE OX REUSABLE ADULT 11171-000049	539.76-1	575.00-2		625.00-3
195			RAINBOW PULSE OX REUSABLE PEDI 11171-000050	919.00-3	700.00-2		654.7619-1
196			PULSE OX SPO2 REUSABLE ADULT 11171-000065	147.85-2	700.00-3		130.9524-1
197			SpO2 DISPOSABLE SENSOR: Pedi. 11171-000040	14.52-1	15.40-2		76.1905-3
198			PHILIPS MRX: Q-CPR REPLACEMENT ADHESIVE PADS	21.90-DNMS	21.40-1		
199			THERAPY CABLE FOR MFP 11113-00004	340.00-1	470.78-2		
200			MULTI FUNCTION PADS, ADULT 11996-000091	$24.0400	$24.9300		$14.4578
201			MULTI FUNCTION PADS, PEDI 11996-000093	$29.1000	$30.1900		$14.4578
202			NIBP CABLE STRAIGHT HOSE 21300-008147	71.94-1	96.84-2		64.2857-DNMS
203			PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM	31.55-2	25.77-1		14.1667-DNMS
204			PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM	20.74-1	21.75-2		9.00-DNMS
205			PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM	38.52-2	26.58-1		15.2976-DNMS
206			PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM	27.90-2	23.36-1		10.25-DNMS
207			PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM	51.79-2	41.88-1		19.881-DNMS
208			PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER	0.179-1	0.34-3		0.186-2
209			PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.				
210			PROVIDINE IODINE PREP PADS	0.0365-1	0.04-3		0.0366-2
211			QUANTUM ACR4 CHILD RESTRAINT	719.50-3	670.88-1		683.3333-2
212			QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	33.70-2	31.94-1		35.7381-3
213			RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.				

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
214			RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade	0.35-1 HX	0.35-2		0.3524-3
215			REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)	1.318-1			
216			RESTRAINTS SOFT POSEY 2510 (NO SUB)	3.71-1	3.75-2		3.8023-3
217			RING CUTTER	4.25-1	5.74-3		4.6341-2
218			ROCHESTER CURVED FORCEPS 8.50" (2812-80994)	3.84-1			3.5647-DNMS
219			ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.	6.54-2	6.00-1		
220			SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!	1.88-2	1.87-1		1.9048-3
221			SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)	0.69-2	0.60-1		0.6964-3
222			SCOOP STRETCHER: FERNO MODEL 65	193.87-1	476.60-3		212.1951-2
223			SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)	2.98-2	4.65-3		2.869-1
224			SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)	20.25-DNMS	6.05-1		
225			SHARPS SHUTTLE, FOR USE IN MED KIT.	1.27-1	1.35-2		1.619-3
226			SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS	13.995-1	14.90-2		
227			SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.	0.12-1	0.19-2		0.1905-3
228			SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)	6.90-2	6.56-1		7.9412-3
229			SPLINT, PELVIC BINDER - SAM PELVIC SLING II	58.88-3	54.88-1		57.6471-2
230			SPLINTS 9", PADDED I.V. ARM BOARD	0.90-3	0.44-2		0.3171-1
231			SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)	61.90-1			
232			STERILE WATER FOR INJECTION, 10ML VIAL	1.07-2	0.91-1		
233			STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)	2.45-DNMS	3.08-1		
234			STETHOSCOPE DUAL HEAD, GENERIC	6.72-3	3.80-2		2.3214-1
235			STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK). CONSISTS OF THE ITEMS BELOW.				

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
236			STRYKER 6500001401	35.49-1			
237			STRYKER 6500001402	47.90-1			
238			STRYKER 6500001403	49.50-1			
239			STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)				
240			STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Graham Medical - GRA 53378) BLUE	3.34-3	3.30-2		3.0542-1
241			STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or Curaplex XPS)	1.4233-3	1.66-4	1.40-2	1.1325-1
242			STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .	0.398-1	0.46-2		0.4807-3
243			STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY	12.19-1 HX	20.84-3		11.9277-2
245			STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)				43.75-1
246			SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)	2.80-2	2.97-3		2.6588-1
247			SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)	1.82-3	1.80-2		1.7241-1
248			SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)	1.02-2	1.56-3		0.7738-1
249			SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)	539.90-3	495.04-1		526.1905-2
250			SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]	38.90-3	35.28-2		34.5238-1
251			SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)	59.57-3	56.00-1		59.5238-2
252			SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box	0.1297-3	0.11-1		0.1231-2
253			SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.	0.12-3	0.07-1		0.0714-2
254			SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.	0.29-3	0.19-1		0.2024-2
255			SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.	0.08-3	0.05-1		0.0536-2
256			SYRINGE, 60 CC - CATHETER TIP without needle.	0.64-3	0.42-1		0.4821-2
257			TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	0.71-2	0.73-3		0.5735-1

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
258			TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	1.40-2	1.45-3		1.1471-1
259			Tape, Coban 1"	0.46-2			0.2282-1
260			Tape, Coban 2"	0.74-2	1.31-3		0.3742-1
261			TETRACAINE 0.5%. 2ML BOTTLES	89.99-1			
263			THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES	284.26-2	293.00-3		245.2055-1
266			THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690	0.0357-1	0.04-2		0.0509-3
267			THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690	37.98-2	37.00-1		48.1951-3
268			THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	NBA	NBA	NBA	NBA
269			Thermovent HME Device (70-580011EA)	3.17-1			
270			TINCTURE OF BENZOIN; SWAB AMPULES	1.15-2	38.25-UTI		0.3084-1
271			TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE	0.0757-1			0.1037-2
272			TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK	23.70-3	21.95-1		22.5287-2
273			TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE	68.15-2	65.00-1		73.9643-3
274			TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	11.10-1	30.30-2		
			TRAUMA BAG NAVY (CURAPLEX 020555R)	175.50-1			77.1429-DNMS
275			TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)	0.2258-1	0.32-2		0.3295-3
276			TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA
277			TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES	NBA	NBA	NBA	NBA
279			VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE	0.1825-1	0.245-2		0.34-3
280			VENTILATOR CIRCUIT WITH PROTECTIVE SLEEVE O-TWO 01CV8030-CS ONLY (NO SUB)	21.90-3	20.83-1		21.8788-2
281			VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.	1.429-1	7.90-2		
282			VETBOND SKIN ADHESIVE (TWM3M1469)	17.25-1			
283			WOUND STAPLER 35 STAPLES PER GUN (218-8535)	8.7833-1	10.50-2		
285			ZOFRAN (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX	0.1516-1	0.20-2		
286			ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS	0.48-1	0.60-2		

Item			DESCRIPTION OF PRODUCT	Bound Tree	Life Assist	Southern Safety	Quadmed
287			DICK MEDICAL BIOTHANE G1 CROSS HARNESS FEMALE STRAP BLACK 51173XBKF	39.49-1			
289			DICK MEDICAL BIOTHANE G1 CROSS HARNESS MALE STRAP BLACK 51173XBKM	39.49-1			
290			DICK MEDICAL BIOTHANE G1 CROSS HARNESS SHOULDER STRAP BLACK 51174XBKS	27.90-1			
291			DICK MEDICAL BIOTHANE G1 WAIST/LEG STRAP BLACK	16.67-1			
292			SWAT T TOURNIQUETS	7.80-2	7.48-1		8.7209-3
293	LifePak	11160-000011	RAINBOW DCIP PEDI REUSABLESENSOR	727.50-2	21.29-DNMS		654.7619-1
294	LifePak	11160-000013	CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12/LIFEPAK 15	53.90-2	24.06-DNMS		53.7381-1
295	LifePak	11160-000015	LIFEPAK 15 CARRY CASE BACK POUCH	75.90-1	29.62-DNMS		76.6429-2
296	LifePak	11160-000017	LIFEPAK 15 BASIC CARRY CASE W/RIGHT & LEFT POUCHES, SHOULDER STRAP (11577-000001) INCLUDED AT NO ADDITIONAL CHARGEWHEN CASE ORDERED WITH A LIFEPAK 15 DEVICE	299.90-1	33.32-DNMS		
297	LifePak	11160-000019	TEMP SENSOR, SKIN PROBE, HIGH DIELECTRIC, DISPOSABLE	5.90-1	47.21-2		
298	LifePak	11260-000039	LP15 REDI-CHARGE ADAPTER TRAY	182.80-2	101.51-1		76.6429-DNMS
299	LifePak		REDI-CHARGE BASE (POWER CORD NOT INCLUDED)	1362.90-1	384.62-DNMS		296.881-DNMS
300	LifePak	11996-000359	CODE-STAT 11 DATA REVIEW SEAT LICENSE	5.90-DNMS	8.21-1		
301	LifePak	21996-000109	LP 15 LITHIUM-ION BATTERY	425.50-1			
302	LifePak	80596-000003	M-LNCS DB1 SOFT SENSOR	182.50-2	2225.60-3		178.5714-1
303	LifePak	11140-000052	CUFF KIT W/WELCH ALLYN SMALL ADULT, LARGE ADULT, THIGH CUFF				
304	LifePak	11141-000115	REUSE-07-2MQ INFANT CUFF 2-TUBE TWIST LOCK	20.70-1			22.2024-2
305	LifePak	11600-000030	REUSE-08-2MQ SMALL CHILD CUFF 2-TUBE TWIST LOCK	20.70-1			
306	LifePak	21330-001176	CHILD CUFF 2-TUBE TWIST LOCK	20.70-1	$576.3300		22.881-2
307	LifePak	11171-000065	SIX HOUR RECHARGEABLE SMART BATTERY	622.90-2			465.8537-1
308		3615-80150	LAERDAL RED SLEEVE FOR CPR METER 2	33.15-1			
309		3615-80550	LAERDAL RUGGED CARRY CASE FOR CPR METER 2	61.90-1			
		10-58514	MERCURY MEDICAL BVM SMART BAG WITH PEEP AND FILTER	25.50-DNMS			21.3988-DNMS
		1050502	MECURY MEDICAL CHILD CUSHION MASK FOR BVM	28.50-DNMS	3.90-UTI		27.381-DNMS
		2422-81102	BREATHING CIRCUIT J-CIRCUIT W/WATER TRAP PEDI 15MM FOR HT70 PLUS	11.45-1			9.375-DNMS
		2422-80102	BREATHING CIRCUIT J-CIRCUIT W/O WATER TRAP 22MM FOR HT70 PLUS	10.75-1	10.32-2		10.75-3
			Order both above circuits from same supplier				
		2422-34201	FLOW SENSOR SEN3420A ADULT/PEDI FOR USE WITH NEWPORT HT70 PLUS	41.88-1	52.50-2		
			BACTERIAL/VIRAL FILTER MEDTRONIC 351U5410	3.14-1			0.8874-UTI

Commissioners Court - Regular Session **28.**

Meeting Date: 08/04/2020

Intune SCCM And AAD Device Management Assistance

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement with SHI Government Solutions for Intune SCCM And AAD Device Management Assistance in the amount of $21,812.00 as per DIR Contract #DIR-CPO-4398 and authorizing execution of the agreement.

Background

This agreement is for professional services to support our mobile devices and help manage the new devices on our network and working remotely. This is planned under the CARES act funding. Department Contact: Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEMA Add and SHI agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:20 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:38 AM
Form Started By: Kerstin Hancock		Started On: 07/16/2020 11:33 AM
Final Approval Date: 07/30/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and SHI Government Solutions, (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing professional services ("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. Vendor SOW dated July 10, 2020;
B. DIR-CPO-4398;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control with the exception of DIR-CPO-4398.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for 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 performance of the Service under the Agreement is completed; or (2) 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and any actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor thirty days written advance notice of intended audits. Such audits may take place no more than once in a twelve month period. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	Kristina Mann
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: July 16, 2020

INTUNE SCCM AND AAD DEVICE MANAGEMENT ASSISTANCE

Statement of Work

Prepared for Williamson County, Texas

Account Executive: Katie Helm | Email: Katie_Helm@shi.com | Phone: 512-814-4134 Proposal Date: 7/16/2020

WILLIAMSON COUNTY, TEXAS
PROPOSAL FOR SERVICES

1. SCOPE OF SERVICES

Williamson County, Texas ("Customer") has engaged SHI Government Solutions ("SHI GS") to assist Williamson County, Texas with the following services ("Services") on a time and materials basis:

- Assistance with configuring and transiting workloads to Intune as possible for SCCM, Intune AAD Devices

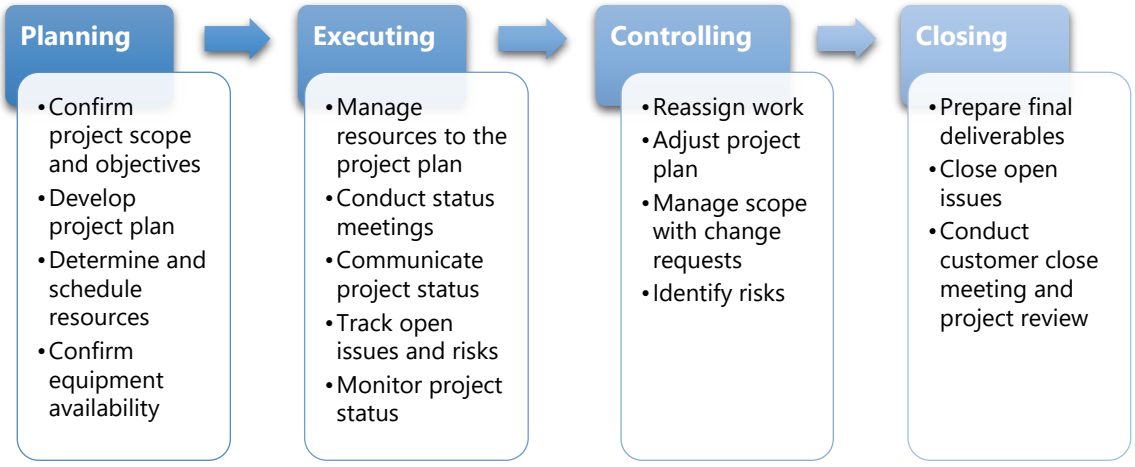
2. IN-SCOPE ENVIRONMENT

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

Currently they have current branch System Center Configuration Manager (SCCM) and are configured to integrate with Intune (Endpoint Manager) but have not transitioned any workloads to Intune and would like our assistance/guidance with that.

3. PROJECT MANAGEMENT METHODOLOGY

This project will be managed using the *SHI GS Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

4. PROJECT DURATION

The estimated project duration is 2-4 weeks*. Note that Time and Materials budgets and durations are estimates. The final project duration is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, the Customer purchase order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 8.

5. PROJECT TEAM

SHI GS will provide the following resources for this engagement:

Resource	Role	Involvement
Senior Solution Architect	Solution Architect will perform duties related to all phases with much of the effort being applied to the build, test and deploy efforts.	Full-Time
Project Manager	Responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	Part-Time

6. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI GS is not responsible for lost data. SHI GS recommends that Williamson County, Texas perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County, Texas is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI GS to determine availability.
4. SHI GS will not develop applications as a part of this Statement of Work.
5. Williamson County, Texas will provide the necessary hardware to complete the engagement.
6. SHI GS is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County, Texas.

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

7. Any restrictions or requirements regarding the SHI GS consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County, Texas will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Williamson County, Texas will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County, Texas will provide the necessary workspace and network access to provide the above services.
11. Williamson County, Texas will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County, Texas. All wiring, hardware, and software required to perform the above services are in working order.
13. Williamson County, Texas will provide a technical point of contact during the time of this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

7. CUSTOMER RESPONSIBILITIES

Both Williamson County, Texas and SHI GS are responsible for the successful execution of this Project. Williamson County, Texas agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Williamson County, Texas will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County, Texas in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County, Texas and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

- The Customer Contact will ensure that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI GS may request that meetings be scheduled with Technical Contacts.
- Williamson County, Texas will inform SHI GS of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Williamson County, Texas will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- Williamson County, Texas is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- Williamson County, Texas will provide SHI GS consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the Customer's network to perform the work described in this SOW.

  NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI GS consultants need to perform their work and therefore increase the cost associated with this SOW.

- Williamson County, Texas agrees that all related information regarding this project will be communicated to SHI GS as expeditiously as possible.

Williamson County, Texas will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Involvement
SCCM Administrator	Administrator for System Center configuration Manager.	Part Time
Office 365 GA	Office 365 Global Administrator.	Part Time

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

8. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 7/16/2020. All hours must be utilized before 9/31/2021

SUMMARY	Hourly Rate	Estimated # of Hours	Total Estimated Fee
PROJECT MANAGER	$125	30.5	$3,812
SENIOR SOLUTION ARCHITECT	$225	80	$18,000
		TOTAL ESTIMATED FEE	**$21,812**

On a weekly basis, SHI GS will submit timesheets to Williamson County, Texas for review and approval. Williamson County, Texas will have 10 calendar days to dispute any submitted timesheet. After such time, SHI GS will consider the timesheet approved in abstention. For disputed timesheets, SHI will work with Williamson County, Texas to resolve any issues. If SHI GS and Williamson County, Texas are unable to resolve the issue(s) associated with the disputed timesheet(s), SHI GS and Williamson County, Texas will follow the arbitration process outlined in the Master Services Agreement.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

8.1. Billing Terms

SHI GS will invoice Williamson County, Texas monthly (or at project completion, whichever comes first) for services based on the number of hours consumed by SHI GS and approved by Williamson County, Texas since the last invoice. All invoices are due and payable within 30 calendar days of the invoice date.

The total estimated fee does not include applicable taxes. Invoice(s) will include any applicable taxes due.

8.2. Digital Partner of Record

Potential fees, commission or compensation may be received from Microsoft, in connection with the products or services being procured.

9. TRAVEL

No travel is required for this engagement.

10. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the services agreement DIR Contract Number DIR-CPO-4398 ("Agreement") between Williamson County, Texas and SHI GS

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

11.CONTACT INFORMATION

Project Point of Contact (Customer Contact)	
Name:	Tammy McCulley
Email Address:	tmcculley@wilco.org
Phone Number:	(512) 943-3756
Send Invoices To:	
Name/Department:	Tammy McCulley
Address:	301 SE Inner Loop, Suite 105
City, State, Zip:	Georgetown, TX 78626
Email Address:	tmcculley@wilco.org
Phone Number:	(512) 943-3756
Can invoices be sent via email?	Yes ☒ No ☐

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

12.STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

Williamson County, Texas	**SHI Government Solutions**
Signature:	Signature: Michael McCracken
Print Name:	Print Name: Michael McCracken
Title:	Title Sr. Director End User Solutions
Date:	Date: 07/16/2020

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

Commissioners Court - Regular Session **29.**

Meeting Date: 08/04/2020

New Fiber Internet Service for Commissioner Precinct 4

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 Charter Communications Operating, LLC/Spectrum to provide the installation of Fiber Internet to the Commissioner Pct. 4 Office located at 3000 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock, TX 78665 in the amount of $1,199.00 a month with a $4,940.00 Fiber installation fee, exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) and authorizing execution of the agreement.

Background

This agreement is for the installation of Spectrum Fiber Internet Service at the Commissioner Pct. 4 Office located at 3000 Joe DiMaggio Blvd, Unit Suite 1300, Round Rock TX 78665. Spectrum is the only provider for these services in this area and we are requesting exemption from the 3-quote requirement. Department point of contact is Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:38 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:39 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 02:48 PM
Final Approval Date: 07/30/2020		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Francisco Castillo
Phone: 210-722-8082 ext:
Cell Phone: +1 2105088113
Email: francisco.castillo@charter.com

Order # 11799915

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY	**Customer Type:**
Billing Address		
Attention To:		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Bill Gravell	(512) 943-1100	bgravell@co.williamson.tx.us
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Bill Gravell	(512) 943-1100	bgravell@co.williamson.tx.us
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum

Fiber Internet and Ethernet Service Order Information For 3000 Joe Dimaggio Blvd STE 1300 Round Rock TX 78665

Site Name	Address Location	Location Type	Bandwidth
	3000 Joe Dimaggio Blvd Round Rock, TX 78665		200

New and Revised Services and Monthly Charges At 3000 Joe Dimaggio Blvd Unit STE 1300, Round Rock TX 78665

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 200Mbps	1	$1,199.00	$1,199.00	36 Months
***Total**			**$1,199.00**	

*Prices do not include taxes and fees.

One Time fees At 3000 Joe Dimaggio Blvd Unit STE 1300, Round Rock TX 78665

Description	Quantity	Sales Price	Total
FIBER INSTALLATION	1	$4,940.00	$4,940.00
Total			**$4,940.00**

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum

Special Terms

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at a Service Location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Service Agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Spectrum Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Spectrum Equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the Service Agreement and/or applicable terms shall remain unamended and in full force and effect.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name: Irwin Whistler
Title:	Title: Director, STRATEGIC SALES
Date:	Date: 7.25.2020

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Commissioners Court - Regular Session **30.**

Meeting Date: 08/04/2020

Clarity Change Request DNN Upgrade

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Change Request between Clarity Ventures and Williamson County for DNN Content Management System consulting and software update services in the amount of $10,150.00, to support the operations of the Williamson County IT Department and authorizing the execution of the agreement.

Background

This is a change request for additional services to an item previously approved on 05/05/2020 under agenda item #31. The original amount was $14,000. This is for consultation services for working on our public website to address stability and reliability. The detailed scope of work and proposal in the amount of $10,150.00 from Clarity Ventures is attached. Three quotes were obtained. The point of contact is Richard Semple and Funding Source 01.0100.0503.004100 for FY2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:09 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:22 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 03:09 PM
Final Approval Date: 07/30/2020		

Clarity Change Request

CHANGE REQUEST			
PROJECT NAME	DNN Upgrade	CLIENT	Williamson County
PROJECT MGR.	Jim King	DATE OF REQUEST	7/20/2020
REQUESTOR	Benjamin Wassink	PAYMENT TERMS	PAY IN ADVANCE

CHANGE DESCRIPTION
This Quote is for the Upgrade of Williamson County's DNN Instance

CHANGE REQUEST DETAIL					
ITEM	HRS/QTY	TYPE	RATE	COST	DESCRIPTION
Migrate Latest Code to Local Development	2	BACKEND	$ 175.00	$ 350.00	Pull snapshot of latest application files and database to complete upgrade validation
Complete local upgrade process	16	BACKEND	$ 175.00	$ 2,800.00	Complete upgrade process locally and complete very detailed step by step documentation. Complete upgrade process again after documentating to ensure process is validated against original back-ups from Client.
Validate upgraded local DNN environment	3	BACKEND	$ 175.00	$ 525.00	Validate customers DNN environment, portals and pages ensuring everything is functioning as expected
Upgarde Production DNN environment	6	BACKEND	$ 175.00	$ 1,050.00	Upgrade Client's DNN environment and install compatable modules
Validate upgraded DNN environment	6	BACKEND	$ 175.00	$ 1,050.00	Validate customers DNN environment, portals and pages ensuring everything is functioning as expected
Apply Security Harding of DNN Environment	3	OTHER	$ 175.00	$ 525.00	Apply security hardening best practices for DNN
Apply recommend optimzations for DNN	3	OTHER	$ 175.00	$ 525.00	Apply recommended DNN optimazations recommended for DNN
Perform Audit of Security & Optimazations	3	OTHER	$ 175.00	$ 525.00	Audit customers upgraded DNN enviroment for applied security hardening and optimazations
DEVELOPMENT TOTALS	42	-	-	$ 7,350.00	-
Quality Asurance and Testing	4	BACKEND	$ 175.00	$ 700.00	*DNN Testing after upgrade

Meetings	4	FRONTEND	$ 175.00	$ 700.00	Meeting for planning project & reviews
Project Management	8	FRONTEND	$ 175.00	$ 1,400.00	*Clarity Project Management, Invoicing, Sprint planning, Gantt, etc.
DEVELOPMENT TOTALS	58	-	-	$ 10,150.00	-

PROJECT IMPACTS	
SCOPE	
BUDGET	
TIMELINE	
RISKS	

CHANGE REQUEST SUMMARY AND APPROVAL			
CHANGE IN HOURS	58	CHANGE IN COST	$ 10,150.00
APPROVER		STATUS	Submitted

DISCLAIMER

Change requests can be proposed by either the Client or Clarity Ventures when the need arises. Estimates in this document are based on the information we have and are not a guarantee that the change can be completed in that set amount of hours. Any change request approved while the client has a negative hours balance is subject to, at Clarity Ventures discretion, the Pay Upon Completion rates.

The hours and cost represented in the change request are a best estimate without digging into the technical details of the change. Additional time may be required depending on the complexity of the tasks or challenges with the environment that is being developed against. Changes may also cause regression on tasks previously completed in some cases. Regression due to this Change will add hours to this estimate to resolve.

This change request form does not take into account any applicaple taxes.

APPROVAL

Approval may be submitted by email with the attached document, posted approval in basecamp, or signing the Change Request Document and sending it back to Clarity.

APPROVED BY	James King	DATE APPROVED	7/27/2020

SIGNATURE

Commissioners Court - Regular Session **31.**

Meeting Date: 08/04/2020

Conferencing Medium Teams

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 purchase between Williamson County and Southern Computer Warehouse to provide Teams Kits for remote meetings and collaborations in the amount of $61,699.05 per the terms of BuyBoard Contract #579-19 and authorizing execution of this purchase.

Background

These are the Teams Room Kits that we used successfully in the ESOC Executive Conference Room, and we will be placing them at various offices and buildings around the County to enable remote meetings and collaboration. Department point of contact is Richard Semple. This is a planned item from CARES funding, and is the first round of 2-3 purchases of these units.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:29 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:33 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 04:11 PM
Final Approval Date: 07/30/2020		

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100255620 - Logitech Tap-Micosoft Teams And Skype Video Conferencing Medium Room Bundle
Cust #: A15351 (Williamson County TX)
Quote Date: Jul 15, 2020

Sold to:	Ship to:
ACCOUNTS PAYABLE Williamson County TX 301 SE INNER LOOP STE 105 Georgetown, Texas, 78626 T: 512-943-1456 dan.clairmont@wilco.org	REF PO Williamson County TX 301 SE INNER LOOP STE 105 Georgetown, Texas, 78626 T: 512-943-1456 dan.clairmont@wilco.org
	Shipping Method:Free Shipping

Notes: Buyboard 579-19

#	Products	SKU	Price	Qty	Subtotal
1	Logitech Tap-Micosoft Teams And Skype Video Conferencing Medium Room Bundle. Inc , Tap Bndl Msteams Medium Bundle - Tapmstmedium = Tapmstmedbox2 + 960001217 Medium Wo Rally + Logitech Rally, Tap Microsoft Teams Medium Kit Logitech Tap Room For Microsoft Teams Rooms Medium - Video Conferencing Kit - With Intel Nuc (I5-8259U, 8Gb Ram, 240Gb Ssd), Logitech Jumpstart (90 Days)	LOG-TAPMSTMEDIUM	$4,113.27	15	$61,699.05

Subtotal:	$61,699.05
Tax:	$0.00
Grand Total (Incl. Tax):	$61,699.05

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

IMPORTANT NOTE: Stock levels and pricing fluctuations related to COVID19 are expected to persist through Q2 2020. As we navigate these unprecedented circumstances we ask for your continued patience and support. Rest assured that our commitment to communication and customer-first service is still top priority. Thank you.
Josh Reardon
Josh.Reardon@scw.com
1395 S Marietta Pkwy Bldg 300-106
Marietta GA 30067

This Quote may contain material that is confidential, and proprietary to SCW , for the sole use of the intended recipient.
Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited.
If you are not the intended recipient, please contact the sender and delete all copies.

Commissioners Court - Regular Session **32.**

Meeting Date: 08/04/2020

Williamson County Annex Bore

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 Brycomm, LLC to provide installation of cabling services and related products at the Williamson County Annex Bore in the amount of $19,400.00, as per DIR Contract #DIR-TSO-3698, and authorizing execution of the agreement.

Background

Scope of Work:

Professional Engineering:
1. Design, Engineer and Permit ±100ft of PE Rock Bore.
2. Provide Plans, Profiles and PE Seal as required by City of Cedar Park

PE Rock Bore
1. Bore (1) 5” hole to accommodate (2) 1.25” HDPE conduits from existing hand hole to existing hand hole.
2. Tie conduits into each hand hole as required.
3. Restore grassy area as required.

Department point of contact is Richard Semple. Funding Source is Cares Act 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:48 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:50 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 03:50 PM
Final Approval Date: 07/30/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(Williamson County Annex Bore)
DIR-TSO-3698

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 **BRYCOMM, LLC, (hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated June 18, 2020, which is designated Exhibit "A" and incorporated herein as if copied in full.**

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

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $19,400.00.**

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/Quote, dated June 18, 2020, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

M B
Authorized Signature

MIKE BAKER, CFO
Printed Name

Date: July 29, 2020

Exhibit(s)
Statement of Work/Quote, dated June 18, 2020

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County TX

DIR Contract Number: DIR - TSO-3698

A Proposal For

WILLIAMSON COUNTY
1848

Professional Engineered Rock Bore

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309
Date: 6-18-20

Submit Contracts & PO's to: orders@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: Williamson County Annex Bore
Scope of Work: Outside PLANT Cabling – Division 27
Estimated By: Chris Gonzales **Submit Contracts & PO's to:** orders@brycomm.com

I. SCOPE OF WORK

Professional Engineering:

1. Design, Engineer and Permit ±100ft of PE Rock Bore.
2. Provide Plans, Profiles and PE Seal as required by City of Cedar Park

PE Rock Bore

1. Bore (1) 5" hole to accommodate (2) 1.25" HDPE conduits from existing hand hole to existing hand hole.
2. Tie conduits into each hand hole as required.
3. Restore grassy area as required.

Exclusions

1. Permission to tie into existing hand holes to be granted by owners prior to construction.
2. Standard Traffic Control Plan is included (TMUTCD).
3. PE Traffic Control not included in proposal.

II. PRICING SUMMARY:

Scope of Work		Cost
270000	Professional Engineered Rock Bore	$ 19,400.00

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Gonzales
Division Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **33.**

Meeting Date: 08/04/2020

SHI Zero Touch Consulting Services

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 SHI Government Solutions to provide the Migration of Mobile Management Services for the amount of $35,880.00 per the terms of DIR Contract #DIR-CPO-4398 and authorizing execution of the agreement.

Background

This agreement allows the Migration of Mobile Device Managements Services from Airwatch, Workspace One to Intune. Department point of contact is Richard Semple. Funding Source is Cares Act 418P .

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:42 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:51 AM
Form Started By: Andrew Portillo		Started On: 07/29/2020 09:08 AM
Final Approval Date: 07/30/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR PURCHASE OF GOODS AND SERVICES DURING COVID-19 OPERATIONS (Federal Emergency Management Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and SHI Government Solutions (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing professional services ("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. Vendor Quote dated July 16, 2020;
B. DIR-CPO-4398;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control with the exception of DIR-CPO-4398.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for 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 performance of the Service under the Agreement is completed; or (2) 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and any actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor thirty days written advance notice of intended audits. Such audits may take place no more than once in a twelve month period. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	Kristina Mann
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: July 21, 2020

SHI Zero Touch Consulting Services

Statement of Work

Prepared for: SHI Government Solutions

Customer Name: Williamson County, Texas

Preparer: Kevin Jean-Louis | **Email:** kevin_jeanlouis@shi.com | **Phone:** 732-537-7109

Proposal Date: 7/21/2020

SHI GS
PROPOSAL FOR SERVICES

1. OVERVIEW

SHI Government Solutions ("SHI GS") has engaged SHI Mobility Group to migration of Mobile Device Management services from Airwatch/Workspace One to Intune ("Services") in support of Williamson County, Texas ("Customer").

Williamson County, Texas has identified the following goals and objectives for this engagement:

Minimize friction of device enrollment changeover from VMware Workspace One/AirWatch ("AirWatch" to Microsoft Intune by automating aspects of agent deployment, unenrollment, and device identifier whitelisting, completing the migration with identical profiles, apps, and streamlined enrollment flow.

2. SCOPE OF SERVICES

SHI Mobility Services Group will provide to SHI GS the following services:

- Minimize friction of device enrollment changeover from VMware Workspace One/AirWatch ("AirWatch" to Microsoft Intune by automating aspects of agent deployment, unenrollment, and device identifier whitelisting.
- Migrate policies and apps from AirWatch to Intune
  - Mirror contents of Apple Business Manager Apps & Books token for free apps, with transition plan for paid apps as users.
  - Create corporate-owned device policy in Intune differing to AirWatch to Williamson County, Texas' current AirWatch environment
    - A new or appended-to restrictions profile is to be created which will ensure device backup to Managed Apple ID is available.
    - Default enrollment profile for Intune to be created, ensuring devices remain enrolled by preventing end-user unenrollment of Apple Business Manager-enrolled devices.
  - Reassign new and existing devices in Apple Business Manager from AirWatch to Intune.
- Consulting support for Intune environment to help validate build and address any outstanding issues.

3. IN-SCOPE ENVIRONMENT

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

© 2019 SHI International. All rights reserved.
This document contains confidential and proprietary information.

Current Environment

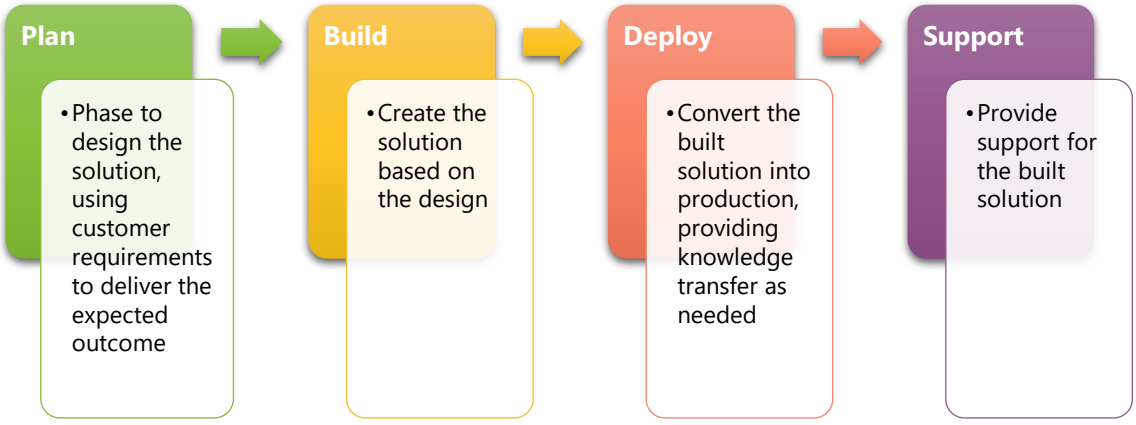
Location: WorkspaceOne – on-premise

New Environment

Location: Microsoft Intune – cloud-hosted

4. TECHNICAL DELIVERY METHODOLOGY

This engagement will be delivered using the Plan-Build-Deploy-Support methodology as described below:



5. PROJECT MANAGEMENT METHODOLOGY

SHI Mobility Services Group agrees that the SHI GS project manager shall be the primary interface and shall control all contractual communications with its customers and shall coordinate all activity with respect to this engagement. If a customer initiates any communications directly with SHI Mobility Services Group concerning this engagement, then SHI Mobility Services Group shall coordinate and communicate with the SHI GS project manager prior to answering such communications. SHI Mobility Services Group will provide to SHI GS all relevant operational information regarding the Services and will participate in meetings with the customer and SHI GS as requested by the SHI GS project manager.

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

6. PROJECT DELIVERABLES

The following table describes all physical documents that will be provided to the Customer in this engagement:

Deliverable Name	Project Phase	Description
Project Timeline	Start of Engagement	Document highlighting high level timeline of effort.
Project Guide	Project Close	Document highlight efforts done by consultant and customer to achieve goals set forth in Statement of Work.

7. PROJECT DURATION

The estimated project duration is 80 hours*. SHI Mobility Services Group will work with SHI GS to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to project resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

*Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.

8. PROJECT TEAM

SHI Mobility Services Group will provide the following resources for this engagement:

Resource	Role	Involvement
Consultant(s)	SHI resource(s) responsible for all aspects in the delivery including and not limited to analysis, design, build, test activities.	Part Time

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

9. SUCCESS CRITERIA

Following is the list of milestones and the success criteria for each milestone:

Milestone	Success Criteria
Demo enrollment of a device via web conference	Enrollment of a device in customer's hands, to verify overall configuration policies and app assignment via Intune.
Apple Business Manager Apps & Books Token Cutover	Creation of an identical Apple Business Manager Apps & Books token, populated with correct license counts for free apps; migration of paid licenses to occur when recipients' devices are enrolled in the new MDM.
Apple Business Manager Device Assignment Cutover	After all requirements are fulfilled and a test device successfully configured, changing the default device assignment. Includes retroactively assigning any devices in Apple Business Manager currently assigned to AirWatch for future enrollment.
Device Re-Enrollment Action	Done in phases, action sent from AirWatch to prompt users to re-enroll devices. Action may include full device wipe to prevent unenrollment by end users.

10. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI Mobility Services Group is not responsible for lost data. SHI Mobility Services Group recommends that Williamson County, Texas perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County, Texas is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order.
4. SHI Mobility Services Group will not develop applications as a part of this Statement of Work.
5. Williamson County, Texas will provide the necessary hardware to complete the engagement.
6. SHI Mobility Services Group is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County, Texas.

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

7. Any restrictions or requirements regarding the SHI Mobility Services Group's consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County, Texas will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Williamson County, Texas will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County, Texas will provide the necessary workspace and network access to provide the above services.
11. Williamson County, Texas will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County, Texas. All wiring, hardware, and software required to perform the above services are in working order.
13. SHI GS will provide a technical point of contact during the time of this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

11. OUT OF SCOPE

Any services not listed in the Scope of Services section above are considered "out of scope", however, for purposes of clarity, these services are not in scope of this SOW:

- Hardware configuration to fix any deficiencies
- Troubleshooting related to physical hardware
- Third-party application configuration or performance troubleshooting (unless identified during scope discussions)
- Network configuration of customer environment
- VPN configuration with customer infrastructure

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

12. CUSTOMER RESPONSIBILITIES

Both Williamson County, Texas and SHI GS are responsible for the successful execution of this Project. Williamson County, Texas agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Williamson County, Texas will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County, Texas in all aspects of the Project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County, Texas and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI GS may request that meetings be scheduled with Technical Contacts.
- Williamson County, Texas will inform SHI GS of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Williamson County, Texas will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- Williamson County, Texas is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- Williamson County, Texas will provide SHI GS consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the Customer's network to perform the work described in this SOW. **NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI GS consultants need to perform their work and therefore increase the cost associated with this SOW.**

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

- Williamson County, Texas agrees that all related information regarding this project will be communicated to SHI GS as expeditiously as possible.

13. SHI GS RESPONSIBILITIES TO SHI MOBILITY SERVICES GROUP

SHI Mobility Services Group and SHI GS are responsible for the successful execution of this Project. SHI GS agrees to the following assigned responsibilities:

- Prior to the start of this SOW, SHI GS will indicate in writing to SHI Mobility Services Group, a person to be the point of contact. All Project communications will be addressed to such point of contact.
- SHI GS will have the authority to act in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- SHI GS shall have the authority to resolve conflicting requirements.
- SHI GS will ensure that any communications are made to SHI Mobility Services Group point of contact.
- SHI GS will obtain and provide project requirements, information, data, decisions and approvals within three business days of the request, unless both parties agree to a different response time.
- SHI GS will ensure that SHI Mobility Services Group personnel have reasonable and safe access to the project site and adequate office space, if required.
- SHI GS will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the SHI Mobility Services Group organization, if required.
- SHI GS will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this project. SHI Mobility Services Group may request that meetings be scheduled with Technical Contacts.
- SHI GS will inform SHI Mobility Services Group of all access issues and security measures.
- SHI GS agrees that all related information regarding this project will be communicated to SHI Mobility Services Group as expeditiously as possible.

14. DUTIES OF SHI MOBILITY SERVICES GROUP

SHI Mobility Services Group shall provide the Services during the term of this engagement in accordance with this SOW and these terms and conditions. SHI Mobility Services Group will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this SOW. Without limiting the foregoing, SHI Mobility Services

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

Group shall: (i) keep the SHI GS project manager advised of the progress of the delivery of the Services and the status of the deliverables; (ii) permit any designated representative of SHI GS periodically to review the work of SHI Mobility Services Group personnel performing Services and preparing deliverables; (iii) perform the Services in a timely manner and provide the deliverables in accordance with this SOW; and (iv) keep accurate records of work performed on this SOW, evidence of which SHI Mobility Services Group shall provide to SHI GS upon SHI GS's request.

15. PRICING AND PAYMENT SCHEDULE

SHI Mobility Services Group proposes to deliver the services described here for a fixed price as set forth below.

This quote is valid for 60 days from 7/21/2020. All hours must be utilized before 9/31/2021.

SUMMARY	FEE
SHI ZERO TOUCH CONSULTING SERVICES	**$23,920**
POST ENGAGEMENT CONSULTING SERVICES (40 HOURS)	**$11,960**

The following table describes the project milestones. When these are completed and approved by Williamson County, Texas, SHI GS will notify the SHI Mobility Services Group to submit an invoice to the SHI GS Project Manager for payment of the milestone.

MILESTONE	%	FEE
SOW Signing	100	$35,880
Total	**100**	**$35,880**

15.1. Billing Terms

SHI GS shall have no obligation to pay SHI Mobility Services Group for products or services provided hereunder unless SHI GS's Customer has agreed to be invoiced for the hourly work associated with the SHI Mobility Services Group's products or services. SHI GS's receipt of approval from SHI GS's Customer for the products or services is a condition precedent to any obligation of SHI GS to pay SHI Mobility Services Group and SHI GS shall pay SHI Mobility Services Group with terms of Net 30.

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

Furthermore, SHI GS reserves the right to not approve timesheets for poor performance.

SHI Mobility Services Group may submit an invoice to the SHI GS project manager upon notification from the SHI GS project manager to submit the invoice for a milestone.

15.2. Digital Partner of Record

SHI GS will, as part of this engagement, apply for Digital Partner of Record (DPOR) with Microsoft. The SHI Mobility Services Group will not supply any Microsoft Partner Network (MPN) information other than that of SHI GS in any Microsoft Subscription, or product sale or services related to this engagement nor ask to be the DPOR of this engagement.

16. TRAVEL

No travel is required for this engagement.

17. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the services agreement DIR Contract No. DIR-CPO-4398 ("Agreement") between Williamson County, Texas and SHI GS with an Effective Date of May 9th, 2019 as modified (the "Terms and Conditions"): where the terms and conditions state "SHI Government Solutions" they shall read Subcontractor and where the terms and conditions read Williamson County, Texas they shall read "SHI Government Solutions".

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

18. CONTACT INFORMATION

Please provide the following info:

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

Project Point of Contact (Customer Contact)	
Name:	Tammy McCulley
Email Address:	tmcculley@wilco.org
Phone Number:	

Work Location	
Address:	301 SE Inner Loop, Suite 105
City, State, Zip:	Georgetown TX 78626

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

19. STATEMENT OF WORK ACCEPTANCE

The parties, intending to be legally bound, have caused this SOW to be executed by their authorized representatives on the dates set forth below.

SHI Mobility Group	**SHI Government Solutions**
Signature:	Signature: Michael McCracken
Print Name:	Print Name: Michael McCracken
Title:	Title: Sr. Director End User Solutions
Date:	Date: 07/16/2020

© 2019 SHI Government Solutions. All rights reserved.
This document contains confidential and proprietary information.

Commissioners Court - Regular Session **34.**

Meeting Date: 08/04/2020

Advertisement Approval T1302 Aggregates - Type D

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate for Surface Treatment - Type D under IFB #T1302.

Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is Matt Williamson. Funding source 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:24 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:46 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:21 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **35.**

Meeting Date: 08/04/2020

Advertisement Approval T1303 Aggregates - Type E

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregate for Surface Treatment - Type E under IFB #T1303.

Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is Matt Williamson. Funding source 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:27 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:47 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:23 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **36.**

Meeting Date: 08/04/2020

Advertisement Approval T1289 Landscape Services for Williamson County Parks

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Services for Williamson County Parks under RFP #T1289.

Background

Williamson County is inviting interested parties to submit Proposals for Landscape Maintenance Services. All Proposals shall be submitted in accordance with this RFP. The RFP contains detailed and specific information regarding Williamson County's standards and expectations for Landscape Maintenance Services. Department point of contact is Russell Fishbeck. Funding source 01.0100.0510.003541.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:28 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:48 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:27 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/04/2020

Advertisement Approval T1498 Shell Road Milling and Overlay

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Shell Road and Shell Spur Milling, Sealing and Overlay under IFB #T1498.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, and striping crews and equipment to resurface Shell Road and Shell Spur from 1800' West of Shell Spur to SH 195. Department point of contact is Kon Kwan. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:26 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:48 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:32 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/04/2020

Advertisement Approval T1499 Justice Center Remodel

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Williamson County Justice Center Remodel under RFCSP #T1499. Funding source P515.

Background

Williamson County is seeking qualified suppliers to provide remodeling services at the Williamson County Justice Center which will include constructing a new courtroom in existing shell space, remodel various department offices and common areas and upgrade light fixtures in existing courtrooms. Department point of contact is Bob Lubecker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:31 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:48 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:35 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **39.**

Meeting Date: 08/04/2020

Advertisement Approval T1500 Rubber Asphalt Crack Sealer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Rubber-Asphalt Crack Sealer under IFB #T1500.

Background

Williamson County is seeking qualified companies to provide Rubber-Asphalt Crack Sealer per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Department point of contact is James Williams. Funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:26 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:49 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:40 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/04/2020

Advertisement Approval T1501 Lime Slurry

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Hydrated Lime Slurry under IFB #T1501.

Background

Williamson County is seeking qualified companies to provide for the purchase of Type A - Hydrated Lime, Type B - Lime Slurry, and Type C - Quicklime picked up, delivered, or delivered and spread evenly on projects within Williamson County. Material shall conform to Texas Department of Transportation (TxDOT) Departmental Materials Specifications DMS-6350 “Lime and Lime Slurry” and DMS-6330 “Pre-Qualification of Lime Sources”. Department point of contact is James Williams. Funding source 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:25 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:49 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:42 PM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **41.**

Meeting Date: 08/04/2020

Authorize issuing T1173 RFP Billing Services for Williamson County

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for EMS Billing Services for Williamson County under RFP #T1173.

Background

Williamson County is seeking a supplier to provide billing services for the EMS Department. The point of contact is Beth Jones. The funding source is 01.0100.0540.004101 Collection Fees. The current budget (FY20) amount is $510,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:30 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:46 AM

Form Started By: Johnny Grimaldo Started On: 07/29/2020 04:16 PM

Final Approval Date: 07/30/2020

Commissioners Court - Regular Session **42.**

Meeting Date: 08/04/2020

Gym Floor Replacement at Juvenile Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Agreement and Proposal between Vector Concepts, Inc. and Williamson County for gym floor replacement services in the amount of $91,813.63 pursuant to BuyBoard Contracts #560-18 and #561-18, and authorizing execution of the documents.

Background

Approval of this item will support the operations of the Williamson County Juvenile Services Department. Service agreement and proposal are attached. Proposal includes an itemized breakdown of all costs. BuyBoard has verified that pricing is in compliance. This expenditure will be charged to 01.0571.0571.004500. Department contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:50 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:51 AM
Form Started By: Erica Smith		Started On: 07/28/2020 02:54 PM
Final Approval Date: 07/30/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR WORK ON
JUVENILE JUSTICE CENTER
GYM FLOOR PROJECT

(BuyBoard Coop Contract Nos. 560-18 (Sports) & 561-18 (Commercial))

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 **Vector Concepts, Inc. (hereinafter "Service Provider")**, 9010 N Royal Ln # 110, Irving, TX 75063 (ph. (972) 399-1303). 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 June 22, 2020, which are designated Exhibit "A" and incorporated herein as if copied in full.**

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

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $91,813.63.**

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 June 22, 2020, which is incorporated herein as if copied in full;

B. BuyBoard Coop Contract Nos. 560-18 (Sports) & 561-18 (Commercial), including addenda and related documents; 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.

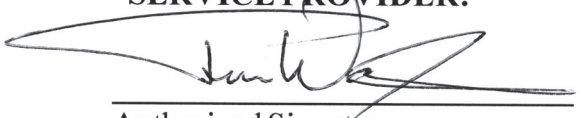
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2020

SERVICE PROVIDER:



Authorized Signature

Tim Watkins President
Printed Name

Date: July 24, 2020

Exhibit(s)
Statement of Work/Proposal(s) dated June 22, 2020

VECTOR CONCEPTS
9010 N. Royal Lane, Suite 110
Irving Texas 75063
972-399-1303 office 972-790-7535 fax
www.vectorconcepts.com

Available on BuyBoard Cooperative Purchasing
Contract # 560-18 (Sports) & 561-18 (Commercial)
starnet worldwide COMMERCIAL FLOORING PARTNERSHIP

Proposal

Proposal # 27457
Customer PO
Contract #
Date 6/22/2020
Sales Person1 Chad Warthan
Project Manager

Acct # 2222
For: Fax

WILLIAMSON COUNTY JUVENILE DETENTION CENTER
200 WILCO WAY
GEORGETOWN, TX 78626

Job Site:

WILLIAMSON COUNTY JUVENILE DETENTION CENTER
200 WILCO WAY
GEORGETOWN, TX 78626

Quantity	General Information / Description	Unit Cost	Total
6072 SF	DEMO SHEET VINYL AND SCRAPE ADHESIVE (BASE INCLUDED)	$1.64	$9,930.80
1 EA	DUMPSTER	$1,800.00	$1,800.00
300 SF	ECORE MOTIVATE - 7.5MM X 4 FT ROLL - TBD WEIGHT AREA- 95% COLOR	$9.97	$2,990.00
6383.7 SF	GERFLOR TARAFLEX SPORT M+ W/DRY-TEX - TBD GYM FLOOR	$10.03	$64,049.83
22 BG	UZIN NC 888 PATCHING COMPOUND - 10 LB BAG FLOOR PREP - 1 BAG / 300 SQ. FEET	$160.36	$3,528.00
1 EA	BASKETBALL GAME LINES, JR HIGH SIDE BASKETBALL VOLLEYBALL GAME LINES PRIMER FOR GAMELINES GAMELINE FREIGHT (1) MAIN BASKETBALL, (1) JR HIGH BASKETBALL, (2) VOLLEYBALL	$2,940.00	$2,940.00
480 LF	ROPPE CORPORATION BASE - (700) - COVE - ROLL - 4" - TBD WALL BASE	$1.79	$860.00
1 EA	FREIGHT	$4,380.00	$4,380.00
1 EA	LOGO @ CENTER JUMP CIRCLE "WCJW" , "A FORCE FOR POSITIVE CHANGE" STENCIL FOR LOGO ~ 10' x 10'	$1,335.00	$1,335.00

WILLIAMSON COUNTY JUVENILE DETENTION CENTER - GYM FLOOR RENOVATION

EXCLUSIONS:
SALES TAX
-MAJOR FLOOR PREP
-AFTER HOURS / WEEKEND WORK
-MOISTURE TESTING

Continuation For: WILLIAMSON COUNTY JUVENILE DETENTION CENTER, Quote # 27457

Quantity	General Information / Description	Unit Cost	Total

Total	
INVOICE	$91,813.63
Sales Tax	
Grand Total	$91,813.63
Deposit Date ____ Ck # ____	

PROPOSAL SUBJECT TO CONTRACTUAL AGREEMENT
1926.1153 RESPIRABLE CRYSTALLINE SILICA
OSHA COMPLIANCE FOR TABLE 1 ONLY

"NOTE" PROPOSAL IS FOR ONE COLOR INSTALLATION UNLESS NOTED OTHERWISE

LEAD TIME:

**10-12 WEEKS FROM ORDER DATE UNLESS CURRENT STOCK IS AVAILABLE (MATERIALS ARE CURRENTLY IN STOCK WITH 7-10 DAY LEAD TIME)*

INCLUDED:

**2 YEAR INSTALLATION WARRANTY*
**15 YEAR GERFLOR MANUFACTURER WARRANTY*
**STANDARD WARRANTY 100% RH & 25 LBS MVE*
**ONE BAG FLOOR PREP PER 300 SF OF FLOORING FOR NORMAL FLOOR PREP (SAW CUTS, EXPANSION JOINTS, SMALL HOLES & CRACK NOT FLOOR LEVELING)*

TERMS:

**NET 30 DAYS FROM DATE OF INVOICE*
**ALL ORDERS ARE FINAL & NON-CANCELABLE*

EXCLUSIONS:

**NO MOISTURE TESTING REQUIRED WITH THE DTX BACKING AND SPECIALTY ADHESIVE*
**PROVIDE AND INSTALL OF VOLLEYBALL SLEEVES (IF APPLICABLE)*

JOBSITE CONDITION REQUIREMENTS:

**CONCRETE FIT FOR PURPOSE*
**JOBSITE CONDITIONS REPORT (PROVIDED BY VECTOR CONCEPTS) MUST BE FILLED OUT AND RETURNED PRIOR TO INSTALLATION OF MOISTURE KITS.*
**PERMANENT DOORS, WINDOWS, AND WALLS MUST BE COMPLETE*
**75 DEGREES HVAC CLIMATE CONTROLLED CONDITIONS MUST BE MAINTAINED FOR ONE WEEK PRIOR TO MOISTURE KITS BEING INSTALLED, DURING INSTALLATION PROCESS, AND ONE WEEK AFTER INSTALLATION IS COMPLETE .*
**ALL OTHER TRADES WORK MUST BE COMPLETE INCLUDING ALL OVERHEAD WORK (i.e. basketball goals, lighting, painting, etc....) PRIOR TO FLOOR INSTALLATION*
**SLAB FLATNESS OF 1/8" IN 10' IS REQUIRED*
**NO TRAFFIC (FOOT, ROLLING, ETC) FOR 72 HRS AFTER COMPLETION OF INSTALLATION*

*Buyer*_____ *Date*_____ *Seller*_____ *Date* 7/29/2020

Commissioners Court - Regular Session **43.**

Meeting Date: 08/04/2020

Roof Repairs to Williamson County Health District & Life Steps Buildings

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 Montgomery Construction Services LLC to provide the removal of existing roof materials and replace with new materials for both Williamson County Health District in the amount of $8,955 and Life Steps Buildings in the amount of $11,560 for a total of $20,515 per the Terms of TIPS Contract #180702 and authorizing execution of the agreement.

Background

This agreement is for the approval to remove all previously existing materials and install brand-new roofing materials for both Williamson County Health District and Life Steps Building. Department point of contact is Dwayne Gossett. Funding Source 01.0100.0509.005300.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal signed

Proposal signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:34 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:36 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 01:36 PM
Final Approval Date: 07/30/2020		

Submitted too: Dwayne Gossett, Williamson County
Billing Address: 3101 SE Inner Loop Rd, Georgetown, TX 78626
Job Name: Old WCCHD Building
Job Address: 303 S. Main Street, Georgetown, TX 78626
Phone: 254-654-1495
Email: dgosset@wilco.org
Start Date: TBD
Date of Proposal: Monday, July 20, 2020 ***Proposal good for (60) days from day of proposal**
Proposal: Roof Replacement

Scope of Work:
1) Remove one layer of 3-tab composition shingles and one layer of felt underlayment.
2) Inspect decking and fascia for any underlying damage and repair accordingly based on line items below
3) Install new synthetic underlayment per manufactures specifications
4) Install new 2 x 2 galvanized drip edge
5) Install new roof pipe jack flashings
6) Install new 3-tab composition shingles roof system per manufacturers specifications, owner to choose color
7) Magnet sweep surrounding area and clean-up of any job-related debris
8) Includes Montgomery Construction 2-year Workmanship Warranty and 25-year Manufactures warranty
9) Includes General Liability, Workman's Comp and Commercial Auto Insurance
10) This proposal includes all materials, labor and equipment to complete the project, except the following: Labor to disconnect and reconnect any mechanical, electrical or plumbing services.
11) Wood deck replacement - $5.00/sqft, Fascia board replacement $5.00/ LF
12) This proposal was prepared using the TIPS purchasing CO-OP Guidelines, Contract # 180702

Terms: Balance to be invoiced upon completion.	**Contract Amount: $8,955.00**

Proposal Submitted By: Phil Gustafson, Regional Manager Email: phil@roofstexas.com Direct: 512-560-4679, Office: 254-655-1024 www.roofstexas.com

Please make payments payable to: C.O. Montgomery Construction Services LLC.

Please mail payments to: PO BOX 552, Hewitt, Texas 76643

Initials _____ _____ _____

{Terms & Conditions Continued}

ACCEPTANCE. All Proposals are subject to acceptance by C.O. Montgomery Construction Services LLC. Changes requested by Customer in writing or required here under, shall be paid by Customer in addition to the Proposal price. All of C.O. Montgomery Construction Services LLC, rights and remedies extend to changes. Unless otherwise agreed in writing all changes are at C.O. Montgomery Construction Services LLC, regular price. This Proposal does not include, unless expressly specified, any **asbestos** abatement, removal, encapsulation or any removal of **lead paint**. If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra.
Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work. C.O. Montgomery Construction Services LLC, shall comply with all local requirements for building permits, inspections and zoning. *All surplus material remains C.O. Montgomery Construction Services LLC, property*. While the work is being performed, C.O. Montgomery Construction Services LLC, may use the Customer's utilities at no cost. If C.O. Montgomery Construction Services LLC, is unable to complete the work for any reason, it may assign its obligations here under to a contractor of its choice. All rights, remedies and privileges of C.O. Montgomery Construction Services LLC, here under inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that C.O. Montgomery Construction Services LLC, may require to carry out the terms of this Proposal or to comply with all applicable laws. C.O. Montgomery Construction Services LLC, may make minor variations in work or substitute material of equal or better quality without consent of Customer.
C.O. Montgomery Construction Services LLC. will give building owner 24 hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc. that may be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above mentioned. C.O. Montgomery Construction Services LLC. will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work. Hours of work to be Monday through Friday 8-5 unless otherwise noted.

EXISTING BUILDING: C.O. Montgomery Construction Services LLC. will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that C.O. Montgomery Construction Services LLC. will not be held responsible for any of the unit's function. In cases of recovering an existing roof, C.O. Montgomery Construction Services LLC. will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof. C.O. Montgomery Construction Services LLC. will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof. It is the tenants/owners responsibility during the event of the leak to protect their property from damages and to notify C.O. Montgomery Construction Services LLC. within 24 hours of time of leak. C.O. Montgomery Construction Services LLC. will not be held liable from any non working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof. Tenant/Owner must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24 hours to C.O. Montgomery Construction Services LLC. to determine if C.O. Montgomery Construction Services LLC. was responsible for the issue. If all documentation is not turned in within 24 hours of notification C.O. Montgomery Construction Services LLC. will not be held liable for any issues or damages. C.O. Montgomery Construction Services LLC. will not be responsible for any services (electrical, plumbing, hvac, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the install of new roof. Unless otherwise PAID for by owner of the building, C.O. Montgomery Construction Services LLC. will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

CANCELLATION AND DEFAULT. The material listed on the front or any approved Insurance Company description of work and materials is specially ordered and cannot be cancelled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, C.O. Montgomery Construction Services LLC, has a right of possession and that the Customer will make available to C.O. Montgomery Construction Services LLC, at a reasonable time, the materials provided under this Proposal.

If Customer cancels this Proposal or defaults in any way after any rescission period has expired and the materials have already been ordered by C.O. Montgomery Construction Services LLC, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer, (B) Customer fails to provide access to C.O. Montgomery Construction Services LLC, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in the is Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by C.O. Montgomery Construction Services LLC,

DATES OF PERFORMANCE. Approximate commencement and completion dates of the Proposal are estimates only and Montgomery Construction shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Montgomery Construction shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Montgomery Construction is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. C.O. Montgomery Construction Services will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project.
Supervision: unless otherwise noted, C.O. Montgomery Construction Services LLC. will have at its own discretion the supervision onsite.

JOINT AND SEVERAL AGREEMENTS. Customer agrees that upon acceptance of this Agreement by C.O. Montgomery Construction Services LLC, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

Page #2 Terms & Conditions Of Proposal

LIMITED WARRANTY. C.O. Montgomery Construction Services LLC, warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request. C.O. Montgomery Construction Services LLC, warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period. There are no other warranties expressed or implied and there is no implied warranty of merchant-ability or fitness for a purpose. This Warranty inures to the benefit and is enforceable only by the Customer and is to transferable or assignable. C.O. Montgomery Construction Services LLC, shall not be liable for any incidental or consequential damages. **No warranty of any type exists until all Work is paid in full**. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of warranty of any type must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against C.O. Montgomery Construction Services LLC, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request.

ENTIRE AGREEMENT. This Proposal contains the entire agreement between the Customer and C.O. Montgomery Construction Services LLC, and supersedes all other written and/or oral agreements. The laws of the State where the project is located shall govern any dispute of controversy between the Customer and C.O. Montgomery Construction Services LLC, as it pertains to this Proposal.

This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract.

Warranties:
C.O. Montgomery Construction Services LLC. Has the following workmanship warranty:

Workmanship Warranty Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described and specified on the original contract, C.O. Montgomery Construction Services LLC will make repairs to the installed scope of work per original contract.

Workmanship warranty exclusions:

-Any work not performed by C.O. Montgomery Construction Services LLC.
-Damages/leaks caused by foreign objects, weather related events, or acts of God damages, fire, explosion, flood, misuse, abuse, vandalism, negligence, or any other similar causes beyond the control of C.O. Montgomery Construction Services LLC.
-Damages/leaks caused by lack of maintenance of the property by owner including but not limited to:
keeping debris/trash from drainage points (gutters, drains, scuppers, etc) keeping trees trimmed a minimum three feet from roof, etc.
-Damages/leaks caused by modifications made by third party & or owners.
-Damages/Leaks caused by work installed by third party & or owners.
-Normal weathering of surfaces.
-Damages/leaks caused by existing building.
-Damages/leaks caused by lack of proper maintenance.
-Damages/leaks/defects/failures caused by materials not installed by C.O. Montgomery Construction Services LLC.
-Damages/leaks/defects/failures caused by termites, insects, rodents or other animals.
-It is customer/owners responsibilities to protect all assets during the event of a leak and notify C.O. Montgomery Construction Services LLC within 24 hrs of noticed leak.
-In the event the leak is not caused by the workmanship of C.O. Montgomery Construction Services LLC the owner agrees to pay C.O. Montgomery Construction Services LLC for their time to diagnose and or repair the leak.
-C.O. Montgomery Construction Services LLC. Will not be liable for any damages caused by leaks during a documented rain event if not reported in writing within 12 hours.

*This limited warranty is the only expressed workmanship warranty made by C.O. Montgomery Construction Services LLC and is in lieu of all other warranties, expressed or implied. This warranty covers only those services provided by C.O. Montgomery Construction Services LLC to the original purchased named on the contract. In no event shall C.O. Montgomery Construction Services LLC be liable for incidental or consequential damages. This warranty may not be altered or extended for any purposes unless done so in writing in a document executed by all parties to this contract.

Return Policy: NO RETURNS on ordered and or fabricated materials. If job is cancelled during the ordering process C.O. Montgomery Construction Services LLC will work with owner and identify what and what can not be returned. Owner agrees to pay C.O. Montgomery Construction Services LLC for any ordered and or fabricated material that are not returnable.

Initials _____ _____ _____

Page #3 Terms & Conditions Of Proposal

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

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

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

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

- Right to Audit: Montgomery Construction 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 Montgomery Construction which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Montgomery Construction agrees that Customer shall have access during normal working hours to all necessary Montgomery Construction facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Montgomery Construction reasonable advance notice of intended audits.

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

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20____

C.O. Montgomery Construction Services LLC

By: _____

Printed Name: Phil Gustafson

Representative Capacity: Regional Sales Mgr

Date: July 20th, 2020

Submitted too: Dwayne Gossett, Williamson County
Billing Address: 3101 SE Inner Loop Rd, Georgetown, TX 78626
Job Name: Life Steps Building
Job Address: 311 S. Main Street, Georgetown, TX 78626
Phone: 254-654-1495
Email: dgosset@wilco.org
Start Date: TBD
Date of Proposal: Monday, July 20, 2020 ***Proposal good for (60) days from day of proposal**
Proposal: Roof Replacement

Scope of Work:	
1) Remove existing metal roof and one layer of felt underlayment.	
2) Inspect decking and fascia for any underlying damage and repair accordingly based on line items below	
3) Install new synthetic underlayment per manufactures specifications	
4) Install Ice & Water self-adhered underlayment in all valleys per manufacturers specifications	
5) Install new drip edge/metal trim to match new U-panel roof system	
6) Install new roof pipe jack flashings	
7) Install new galvanized U-panel metal roof system per manufacturers specifications	
8) Magnet sweep surrounding area and clean-up of any job-related debris	
9) Includes Montgomery Construction 2-year Workmanship Warranty and 25-year Manufactures warranty	
10) Includes General Liability, Workman's Comp and Commercial Auto Insurance	
11) This proposal includes all materials, labor and equipment to complete the project, except the following: Labor to disconnect and reconnect any mechanical, electrical or plumbing services.	
12) Wood deck replacement - $5.00/sqft, Fascia board replacement $5.00/ LF	
13) This proposal was prepared using the TIPS purchasing CO-OP Guidelines, Contract # 180702	
Terms: Balance to be invoiced upon completion.	**Contract Amount: $11,560.00**

Proposal Submitted By: Phil Gustafson, Regional Manager Email: phil@roofstexas.com Direct: 512-560-4679, Office: 254-655-1024 www.roofstexas.com

Please make payments payable to: C.O. Montgomery Construction Services LLC.

Please mail payments to: PO BOX 552, Hewitt, Texas 76643

Initials _____ _____ _____

{Terms & Conditions Continued}

ACCEPTANCE. All Proposals are subject to acceptance by C.O. Montgomery Construction Services LLC. Changes requested by Customer in writing or required here under, shall be paid by Customer in addition to the Proposal price. All of C.O. Montgomery Construction Services LLC, rights and remedies extend to changes. Unless otherwise agreed in writing all changes are at C.O. Montgomery Construction Services LLC, regular price. This Proposal does not include, unless expressly specified, any **asbestos** abatement, removal, encapsulation or any removal of **lead paint**. If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra.
Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work. C.O. Montgomery Construction Services LLC, shall comply with all local requirements for building permits, inspections and zoning. *All surplus material remains C.O. Montgomery Construction Services LLC, property*. While the work is being performed, C.O. Montgomery Construction Services LLC, may use the Customer's utilities at no cost. If C.O. Montgomery Construction Services LLC, is unable to complete the work for any reason, it may assign its obligations here under to a contractor of its choice. All rights, remedies and privileges of C.O. Montgomery Construction Services LLC, here under inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that C.O. Montgomery Construction Services LLC, may require to carry out the terms of this Proposal or to comply with all applicable laws. C.O. Montgomery Construction Services LLC, may make minor variations in work or substitute material of equal or better quality without consent of Customer.
C.O. Montgomery Construction Services LLC. will give building owner 24 hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc. that may be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above mentioned. C.O. Montgomery Construction Services LLC. will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work. Hours of work to be Monday through Friday 8-5 unless otherwise noted.

EXISTING BUILDING: C.O. Montgomery Construction Services LLC. will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that C.O. Montgomery Construction Services LLC. will not be held responsible for any of the unit's function. In cases of recovering an existing roof, C.O. Montgomery Construction Services LLC. will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof. C.O. Montgomery Construction Services LLC. will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof. It is the tenants/owners responsibility during the event of the leak to protect their property from damages and to notify C.O. Montgomery Construction Services LLC. within 24 hours of time of leak. C.O. Montgomery Construction Services LLC. will not be held liable from any non working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof. Tenant/Owner must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24 hours to C.O. Montgomery Construction Services LLC. to determine if C.O. Montgomery Construction Services LLC. was responsible for the issue. If all documentation is not turned in within 24 hours of notification C.O. Montgomery Construction Services LLC. will not be held liable for any issues or damages. C.O. Montgomery Construction Services LLC. will not be responsible for any services (electrical, plumbing, hvac, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the install of new roof. Unless otherwise PAID for by owner of the building, C.O. Montgomery Construction Services LLC. will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

CANCELLATION AND DEFAULT. The material listed on the front or any approved Insurance Company description of work and materials is specially ordered and cannot be cancelled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, C.O. Montgomery Construction Services LLC, has a right of possession and that the Customer will make available to C.O. Montgomery Construction Services LLC, at a reasonable time, the materials provided under this Proposal.

If Customer cancels this Proposal or defaults in any way after any rescission period has expired and the materials have already been ordered by C.O. Montgomery Construction Services LLC, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer, (B) Customer fails to provide access to C.O. Montgomery Construction Services LLC, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in the is Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by C.O. Montgomery Construction Services LLC,

DATES OF PERFORMANCE. Approximate commencement and completion dates of the Proposal are estimates only and Montgomery Construction shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Montgomery Construction shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Montgomery Construction is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. C.O. Montgomery Construction Services will not be held responsible to liquidated damages for any shortages caused by suppliers that may cause delay in project.
Supervision: unless otherwise noted, C.O. Montgomery Construction Services LLC. will have at its own discretion the supervision onsite.

JOINT AND SEVERAL AGREEMENTS. Customer agrees that upon acceptance of this Agreement by C.O. Montgomery Construction Services LLC, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

Initials _____ _____ _____

Page #2 Terms & Conditions Of Proposal

LIMITED WARRANTY. C.O. Montgomery Construction Services LLC, warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request. C.O. Montgomery Construction Services LLC, warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period. There are no other warranties expressed or implied and there is no implied warranty of merchant-ability or fitness for a purpose. This Warranty inures to the benefit and is enforceable only by the Customer and is to transferable or assignable. C.O. Montgomery Construction Services LLC, shall not be liable for any incidental or consequential damages. **No warranty of any type exists until all Work is paid in full**. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of warranty of any type must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against C.O. Montgomery Construction Services LLC, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request.

ENTIRE AGREEMENT. This Proposal contains the entire agreement between the Customer and C.O. Montgomery Construction Services LLC, and supersedes all other written and/or oral agreements. The laws of the State where the project is located shall govern any dispute of controversy between the Customer and C.O. Montgomery Construction Services LLC, as it pertains to this Proposal.

This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract.

Warranties:
C.O. Montgomery Construction Services LLC. Has the following workmanship warranty:

Workmanship Warranty Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described and specified on the original contract, C.O. Montgomery Construction Services LLC will make repairs to the installed scope of work per original contract.

Workmanship warranty exclusions:

-Any work not performed by C.O. Montgomery Construction Services LLC.
-Damages/leaks caused by foreign objects, weather related events, or acts of God damages, fire, explosion, flood, misuse, abuse, vandalism, negligence, or any other similar causes beyond the control of C.O. Montgomery Construction Services LLC.
-Damages/leaks caused by lack of maintenance of the property by owner including but not limited to:
keeping debris/trash from drainage points (gutters, drains, scuppers, etc) keeping trees trimmed a minimum three feet from roof, etc.
-Damages/leaks caused by modifications made by third party & or owners.
-Damages/Leaks caused by work installed by third party & or owners.
-Normal weathering of surfaces.
-Damages/leaks caused by existing building.
-Damages/leaks caused by lack of proper maintenance.
-Damages/leaks/defects/failures caused by materials not installed by C.O. Montgomery Construction Services LLC.
-Damages/leaks/defects/failures caused by termites, insects, rodents or other animals.
-It is customer/owners responsibilities to protect all assets during the event of a leak and notify C.O. Montgomery Construction Services LLC within 24 hrs of noticed leak.
-In the event the leak is not caused by the workmanship of C.O. Montgomery Construction Services LLC the owner agrees to pay C.O. Montgomery Construction Services LLC for their time to diagnose and or repair the leak.
-C.O. Montgomery Construction Services LLC. Will not be liable for any damages caused by leaks during a documented rain event if not reported in writing within 12 hours.

*This limited warranty is the only expressed workmanship warranty made by C.O. Montgomery Construction Services LLC and is in lieu of all other warranties, expressed or implied. This warranty covers only those services provided by C.O. Montgomery Construction Services LLC to the original purchased named on the contract. In no event shall C.O. Montgomery Construction Services LLC be liable for incidental or consequential damages. This warranty may not be altered or extended for any purposes unless done so in writing in a document executed by all parties to this contract.

Return Policy: NO RETURNS on ordered and or fabricated materials. If job is cancelled during the ordering process C.O. Montgomery Construction Services LLC will work with owner and identify what and what can not be returned. Owner agrees to pay C.O. Montgomery Construction Services LLC for any ordered and or fabricated material that are not returnable.

Initials _____ _____ _____

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

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

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

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

- Right to Audit: Montgomery Construction 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 Montgomery Construction which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Montgomery Construction agrees that Customer shall have access during normal working hours to all necessary Montgomery Construction facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Montgomery Construction reasonable advance notice of intended audits.

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

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20____

C.O. Montgomery Construction Services LLC

By: _____

Printed Name: Phil Gustafson

Representative Capacity: Regional Sales Mgr.

Date: July 20th, 2020

Commissioners Court - Regular Session **44.**

Meeting Date: 08/04/2020

Wilco Justice Center Ceiling Tile Replacement

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 Vaughn Construction to provide the installation of ceiling tile at the Williamson County Justice Center in the amount of $93,321.96 per the terms of Choice Partners Contract Number #15/041JN-16 and authorizing execution of the agreement.

Background

This agreement allows the vendor to provide demolition, cleanup and protection and installation of ceiling tile of at the Williamson County Justice Center. Department point of contact is Dwayne Gossett. Funding Source 01.0100.1009.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:40 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:49 AM
Form Started By: Andrew Portillo		Started On: 07/28/2020 02:10 PM
Final Approval Date: 07/30/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
JUSTICE CENTER
CEILING TILE REPLACEMENT

(Vaughn Construction via Choice Partners Contract Number: 15/041JN-16)

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 **Vaughn Construction** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). 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/Proposal, dated July 15, 2020 which is incorporated herein as if copied in full;

B. Choice Partners Contract Number: 15/041JN-16; and

C. Any required insurance certificates evidencing required coverages.

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 $93,321.96, 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	$1,000,000	$1,000,000

(including death)		
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/Proposal, dated July 15, 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
J. Thomas Vaughn, CEO

Date: July 2020 20

Exhibit(s)
Statement of Work/Proposal, dated July 15, 2020
(Incorporated herein as if copied in full)

July 15th, 2020

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO Justice Center Ceiling Tile Replacement**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **$93,322** (Ninety Three Thousand Three Hundred and Twenty-Two) dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 92,902.86
Contractor Coefficient:	0.98
Subtotal:	$ 91,044.80
Non Pre-Priced Item:	$ 0.00
Bond Cost:	$ 2,277.16
Total Base Cost:	**$93,321.96**

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Assumes 62 boxes of A1774 2x2 ceiling tiles will be provide from Owners stock.
- Proposal does not include demolition of the existing ceiling grid.
- Proposal does not include installing new ceiling grid.
- Proposal does not include any flooring replacement or work
- Proposal does not include any refinishing of doors or replacing of any hardware
- Proposal does not include any HVAC work
- Proposal does not include any Test and Balance work
- Proposal does not include any asbestos work
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If

the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Wilco Justice Center Ceiling Tile Replacement
Choice Partners Contract Number: 15/041JN-16
405 E Martin Luther King Jr St.
Georgetown Texas 78626

Data Release : Year 2020 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Line Source	racted	Description	Unit	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
3	013113200260			Field personnel, superintendent, average	Week	$ 11,175.00	RR	Year 2020 Quarter 2	TEXAS / AUSTIN (786-787)	
120	017413200052			Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	$ 6,651.60	RR	Year 2020 Quarter 2	TEXAS / AUSTIN (786-787)	
20202	017613200030			Temporary protection, flooring, peel away carpet protection	S.F.	$ 5,050.50	RR	Year 2020 Quarter 2	TEXAS / AUSTIN (786-787)	
20202	090505101500			Ceiling demolition, ceiling tile, wood fiber, glued, 12" x 12", remove	S.F.	$ 13,737.36	RR	Year 2020 Quarter 2	TEXAS / AUSTIN (786-787)	
20202	095123101125			Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 3/4" thick	S.F.	$ 61,818.12	RR	Year 2020 Quarter 2	TEXAS / AUSTIN (786-787)	

This Project Only

Summary of Base Cost:

RS Means Total "O&P":		**$ 98,432.58**
Contractor Coefficient:		$ 0.98
Subtotal:		$ 96,463.93
Non Pre-Priced Item:		$ -
Additional Discount		$ (5,419.13)
Bond Cost:		$ 2,277.16
Total Base Cost:		**$ 93,321.96**

This Project Only

Commissioners Court - Regular Session **45.**

Meeting Date: 08/04/2020

SW Regional Trail -Brushy Creek (P533) WA#1 with Halff Associates

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #1 for the Southwest Regional Trail to Brushy Creek (P553) in the amount of $68,100.00 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWRT-Brushy Creek WA#1-Halff

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:49 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:00 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 10:23 AM
Final Approval Date: 07/31/2020		

WORK AUTHORIZATION NO. 1

PROJECT D1: (P553) SW Regional Park Trail Extension to Brushy Creek Trail

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated **08/04/2020** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **Halff Associates, Inc.**, ("A/E").

PART 1. A/E shall provide Planning, Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **Sixty-Eight Thousand, One Hundred Dollars ($ 68,100)**, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 **05/04/2021**, as set forth in **Attachment C** of this Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

A/E:

Halff Associates, Inc.

By: _____
Signature

M. James Hermes
Printed Name

Dir. of Land Dev't / Team Lead
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, landscape and irrigation, cost estimates and construction administration, master planning, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

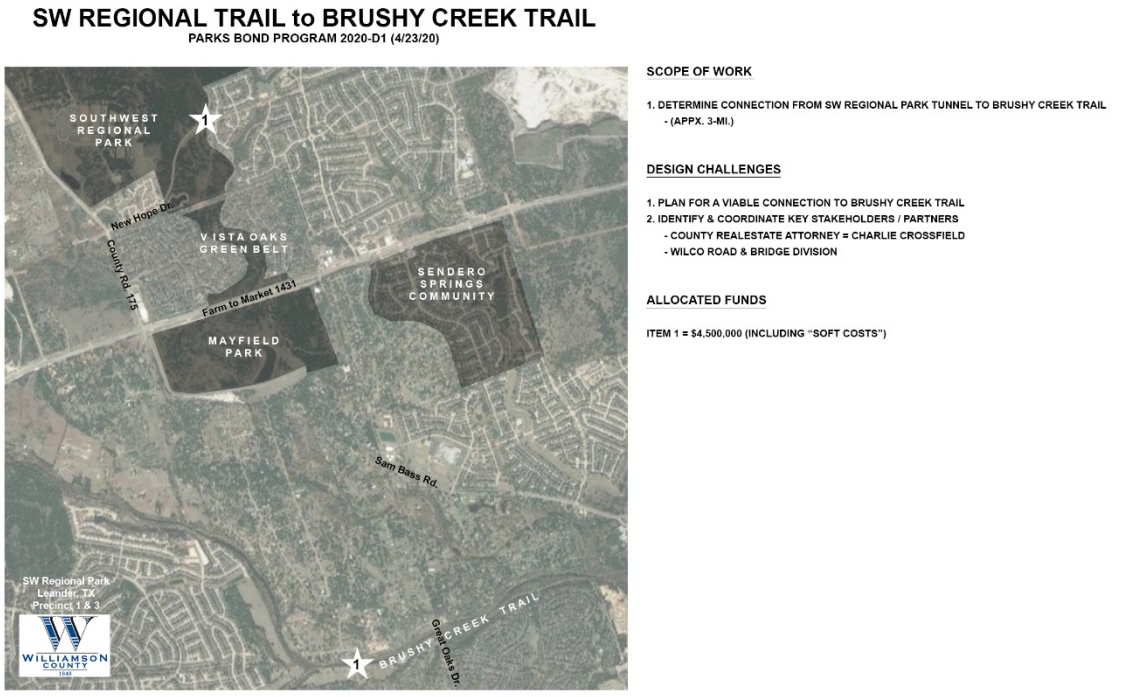
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

SW Regional Trail
near 3001 CR 175, Leander, TX
Precinct 1
Program 2020-D1



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF Base Map with Inventory and Analysis

Phase II - PRELIMINARY TRAIL ROUTE PLAN AND STAKEHOLDER ENGAGEMENT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Provide a project area study map for County's use engaging key stakeholders in trail route identification. Key stakeholders may include the City of Round Rock, City of Leander, City of Georgetown, Brushy Creek M.U.D., TxDOT, public utility providers, Homeowner's Associations, and private landowners.

B. Develop a preliminary trail route plan, with alternate options based on initial stakeholder input, opportunities and constraints for review and comment by County.

C. Refine preliminary trail route plan based on County comments. Refined route plan will identify right-of-way/property constraints and needs.

D. Present preliminary trail route plan to County leadership for comment.

Deliverables: Digital PDF of Alignment Plan incorporating public comment.

Phase III - TRAIL ROUTE PLAN AND PRELIMINARY DESIGN REPORT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Develop final illustrative trail route plan and supporting graphics.

B. Develop preliminary design recommendations on trail surface materials, trail cross section(s), bridge/culvert locations, erosion control measures, storm water management and mitigation.

C. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.

D. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).

E. Develop Budget Opinion of Probable Construction Cost (OPCC) and potential phasing for trail improvements.

F. Identify additional grant and funding opportunities and strategies.

G. Develop an anticipated trail operations and maintenance plan including life cycle costs.

H. Provide draft Preliminary Design Report (PDR) for review and comment by County staff.

I. Refine PDR per staff comments.

J. Assist County staff in presenting final draft report to County leadership for comment.

K. Finalize PDR per County leadership comments.

Deliverables: Digital PDF format of all maps/graphics and reports.

ADDITIONAL SERVICES

The following services are not included in the Basic Services. A/E shall provide services list at the request of County. Compensation shall be based upon a mutually agreed upon fixed fee.

Additional Services items include:

A. Graphics and marketing material other than indicated in basic services.

B. Topographical and design surveys.

C. Construction document and permitting services.

D. Bidding and construction phase services.

E. Environmental analysis and permitting.

F. Hydraulic and hydrology study and analysis

G. Design of areas outside the limits of the project site.

H. Additions to the project scope or budget that causes additional work.

I. Additional meetings or workshops not identified in the project scope.

J. Revisions to the concepts requested by County after the final routing plan and report are complete and adopted by the County.

K. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

L. Design of gas, telephone, or other utility improvements.

M. Printing of drawings, specifications, and contract documents except as noted herein.

N. Traffic engineering reports or studies.

O. Negotiations/agreements with adjacent property owners.

P. Plat preparation.

Q. Any additional work not specifically included in the basic services of this proposal.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**68,100**	100%
99%	**Halff Associates**	**$**	**67,100**	
1%	**Jim Rodgers (Park Consultant)**	**$**	**1,000**	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS⚜		**$**	**16,520**	24%
	Halff Associates	$	16,270	
	Jim Rodgers (Park Consultant)	$	250	
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT		**$**	**20,930**	31%
	Halff Associates	$	20,680	
	Jim Rodgers (Park Consultant)	$	250	
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT		**$**	**30,650**	45%
	Halff Associates	$	30,150	
	Jim Rodgers (Park Consultant)	$	500	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Two Hundred Seventy-Three (273)** calendar days from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**08/04/20**

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Notice to Proceed	08/11/20
Base Map, Inventory, and Analysis deliverables	09/10/20
County written authorization to proceed to next phase	09/22/20

Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT⚜

Alignment Plan with Public Comment deliverables	11/06/20
County written authorization to proceed to next phase	11/18/20

Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT⚜

Preliminary Design Report deliverables	01/18/21

Work Authorization Termination Date	**05/04/21**

Commissioners Court - Regular Session **46.**

Meeting Date: 08/04/2020

SW Regional Trail-Lake Georgetown (P558) WA#1 with Halff Associates

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #1 for the Southwest Regional Trail toward Lake Georgetown (P558) in the amount of $88,300 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWRT-Lake Georgetown WA#1 Halff

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:00 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 10:44 AM
Final Approval Date: 07/31/2020		

WORK AUTHORIZATION NO. 1

PROJECT D2: (P558) SW Regional Park Trail Extension to Lake Georgetown

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated **08/04/2020** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **Halff Associates, Inc.**, ("A/E").

PART 1. A/E shall provide Planning, Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **Eighty-Eight Thousand, Three Hundred Dollars ($ 88,300)**, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 **05/04/2021**, as set forth in **Attachment C** of this Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

A/E:

Halff Associates, Inc.

By: _____
Signature

M. James Clemens
Printed Name

Dir. of Land. Arch / Team Lead
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, landscape and irrigation, cost estimates and construction administration, master planning, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

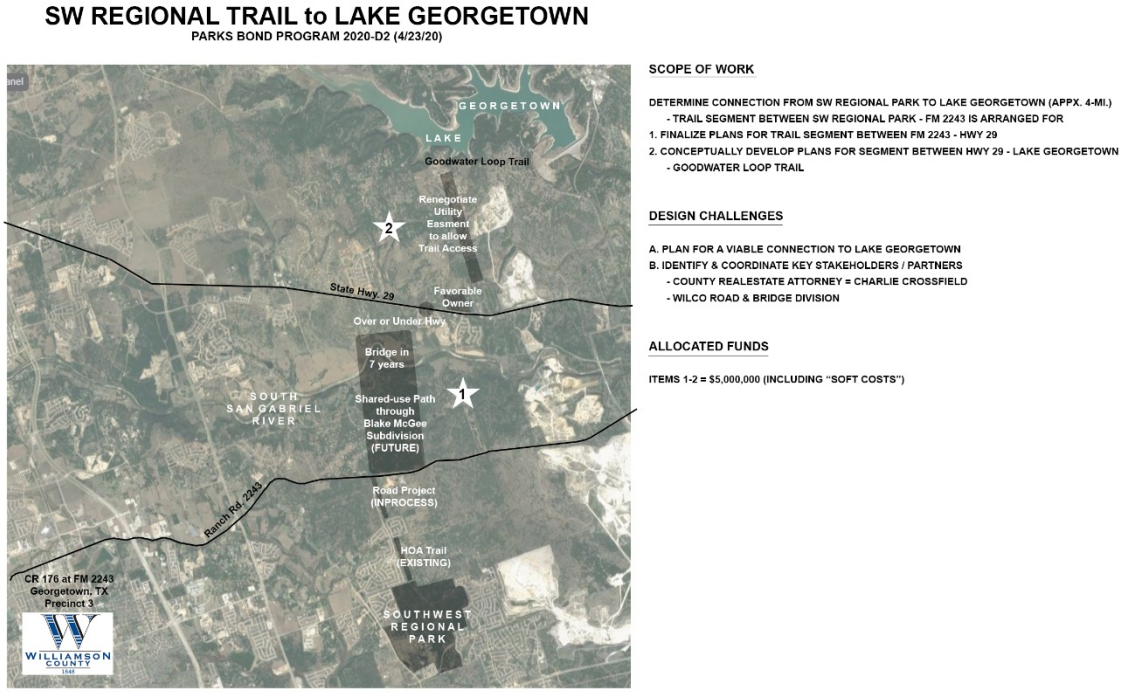
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

SW Regional Trail
near 3001 CR 175, Leander, TX
Precinct 1
Programs 2020-D2



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF Base Map with Inventory and Analysis

Phase II - PRELIMINARY TRAIL ROUTE PLAN AND STAKEHOLDER ENGAGEMENT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Provide a project area study map for County's use engaging key stakeholders in trail route identification. Key stakeholders may include the City of Leander, City of Georgetown, Brushy Creek M.U.D., TxDOT, US Army Corp of Engineers, public utility providers, Homeowner's Associations, and private landowners.

B. Develop a preliminary trail route plan, with alternate options based on initial stakeholder input, opportunities and constraints for review and comment by County.

C. Refine preliminary trail route plan based on County comments. Refined route plan will identify right-of-way/property constraints and needs.

D. Present preliminary trail route plan to County leadership for comment.

Deliverables: Digital PDF of Alignment Plan incorporating public comment.

Phase III - TRAIL ROUTE PLAN AND PRELIMINARY DESIGN REPORT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Develop final illustrative trail route plan and supporting graphics.

B. Develop preliminary design recommendations on trail surface materials, trail cross section(s), bridge/culvert locations, erosion control measures, storm water management and mitigation.

C. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.

D. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).

E. Develop Budget Opinion of Probable Construction Cost (OPCC) and potential phasing for trail improvements.

F. Identify additional grant and funding opportunities and strategies.

G. Develop an anticipated trail operations and maintenance plan including life cycle costs.

H. Provide draft Preliminary Design Report (PDR) for review and comment by County staff.

I. Refine PDR per staff comments.

J. Assist County staff in presenting final draft report to County leadership for comment.

K. Finalize PDR per County leadership comments.

Deliverables: Digital PDF format of all maps/graphics and reports.

ADDITIONAL SERVICES

The following services are not included in the Basic Services. A/E shall provide services list at the request of County. Compensation shall be based upon a mutually agreed upon fixed fee.

Additional Services items include:

A. Graphics and marketing material other than indicated in basic services.

B. Topographical and design surveys.

C. Construction document and permitting services.

D. Bidding and construction phase services.

E. Environmental analysis and permitting.

F. Hydraulic and hydrology study and analysis

G. Design of areas outside the limits of the project site.

H. Additions to the project scope or budget that causes additional work.

I. Additional meetings or workshops not identified in the project scope.

J. Revisions to the concepts requested by County after the final routing plan and report are complete and adopted by the County.

K. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

L. Design of gas, telephone, or other utility improvements.

M. Printing of drawings, specifications, and contract documents except as noted herein.

N. Traffic engineering reports or studies.

O. Negotiations/agreements with adjacent property owners.

P. Plat preparation.

Q. Any additional work not specifically included in the basic services of this proposal.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**88,300**	100%
99%	**Half Associates**	**$**	**87,300**	
1%	**Jim Rodgers (Park Consultant)**	**$**	**1,000**	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS⚜		**$**	**17,400**	20%
	Half Associates	$	17,150	
	Jim Rodgers (Park Consultant)	$	250	
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT		**$**	**30,510**	35%
	Half Associates	$	30,260	
	Jim Rodgers (Park Consultant)	$	250	
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT		**$**	**40,390**	46%
	Half Associates	$	39,890	
	Jim Rodgers (Park Consultant)	$	500	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Two Hundred Seventy-Three (273)** calendar days from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**08/04/20**
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS	
Notice to Proceed	08/11/20
Base Map, Inventory, and Analysis deliverables	09/10/20
County written authorization to proceed to next phase	09/22/20
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT⚜	
Alignment Plan with Public Comment deliverables	11/06/20
County written authorization to proceed to next phase	11/18/20
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT⚜	
Preliminary Design Report deliverables	02/16/21
Work Authorization Termination Date	**05/04/21**

Commissioners Court - Regular Session **47.**

Meeting Date: 08/04/2020

Brushy Creek Trail Extension from Red Bud (P561) WA#1 with Halff

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #1 for the Brushy Creek Regional Trail/Red Bud LN (P561) in the amount of $62,585.00 to expire on May 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek Trail to Red Bud (P561) WA#1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:00 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 10:46 AM
Final Approval Date: 07/31/2020		

WORK AUTHORIZATION NO. 1

PROJECT D3: (P561) Brushy Creek Trail Extension from Red Bud Ln.

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated **08/04/2020** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **Halff Associates, Inc.**, ("A/E").

PART 1. A/E shall provide Planning, Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **Sixty-Two Thousand, Five Hundred Eighty-Five Dollars ($ 62,585)**, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 **05/04/2021**, as set forth in **Attachment C** of this Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20___.

A/E:

Halff Associates, Inc.

By: _____
Signature

M. James Hennes
Printed Name

Dir of Landscape Archt / Team Lead
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, landscape and irrigation, cost estimates and construction administration, master planning, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

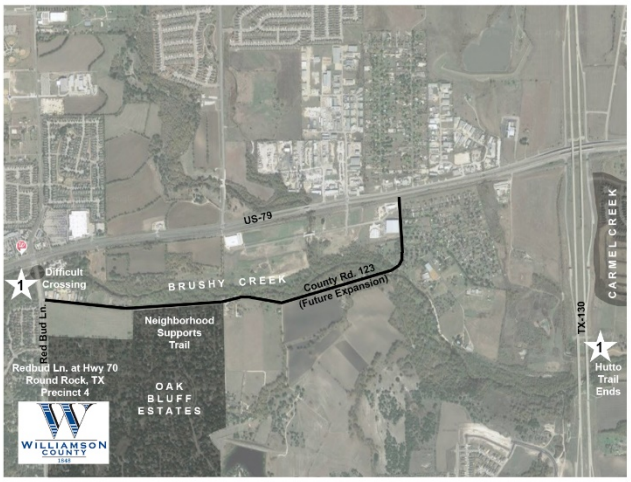
that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Brushy Creek Trail
near Red Bud Ln. & Hwy 70, Round Rock, TX
Precinct 3
Program 2020-D3

BRUSHY CREEK TRAIL to HUTTO
PARKS BOND PROGRAM 2020-D3 (4/23/20)



SCOPE OF WORK

1. DETERMINE CONNECTION FROM BRUSHY CREEK TRAIL TO HUTTO (APPX. 2.75-MI.)

DESIGN CHALLENGES

1. PLAN FOR A VIABLE CONNECTION FROM REDBUD LN. TO CARMEL CREEK IN HUTTO

2. HARDEST TRAIL TO CONNECT
   - WILCO CAN'T OBTAIN PROPERTIES NEEDED
   - NEED OPTIONS FOR SHARED-USE PATH

3. IDENTIFY & COORDINATE KEY STAKEHOLDERS / PARTNERS
   - COUNTY REALESTATE ATTORNEY = CHARLIE CROSSFIELD
   - WILCO ROAD & BRIDGE DIVISION

ALLOCATED FUNDS

ITEM 1 = $3,125,000 (INCLUDING "SOFT COSTS")

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF Base Map with Inventory and Analysis

Phase II - PRELIMINARY TRAIL ROUTE PLAN AND STAKEHOLDER ENGAGEMENT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Provide a project area study map for County's use engaging key stakeholders in trail route identification. Key stakeholders may include the City of Round Rock, City of Hutto, TxDOT, US Army Corp of Engineers, public utility providers, Homeowner's Associations, and private landowners.

B. Develop a preliminary trail route plan, with alternate options based on initial stakeholder input, opportunities and constraints for review and comment by County.

C. Refine preliminary trail route plan based on County comments. Refined route plan will identify right-of-way/property constraints and needs.

D. Present preliminary trail route plan to County leadership for comment.

Deliverables: Digital PDF of Alignment Plan incorporating public comment.

Phase III - TRAIL ROUTE PLAN AND PRELIMINARY DESIGN REPORT

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Develop final illustrative trail route plan and supporting graphics.

B. Develop preliminary design recommendations on trail surface materials, trail cross section(s), bridge/culvert locations, erosion control measures, storm water management and mitigation.

C. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.

D. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).

E. Develop Budget Opinion of Probable Construction Cost (OPCC) and potential phasing for trail improvements.

F. Identify additional grant and funding opportunities and strategies.

G. Develop an anticipated trail operations and maintenance plan including life cycle costs.

H. Provide draft Preliminary Design Report (PDR) for review and comment by County staff.

I. Refine PDR per staff comments.

J. Assist County staff in presenting final draft report to County leadership for comment.

K. Finalize PDR per County leadership comments.

Deliverables: Digital PDF format of all maps/graphics and reports.

ADDITIONAL SERVICES

The following services are not included in the Basic Services. A/E shall provide services list at the request of County. Compensation shall be based upon a mutually agreed upon fixed fee.

Additional Services items include:

A. Graphics and marketing material other than indicated in basic services.

B. Topographical and design surveys.

C. Construction document and permitting services.

D. Bidding and construction phase services.

E. Environmental analysis and permitting.

F. Hydraulic and hydrology study and analysis

G. Design of areas outside the limits of the project site.

H. Additions to the project scope or budget that causes additional work.

I. Additional meetings or workshops not identified in the project scope.

J. Revisions to the concepts requested by County after the final routing plan and report are complete and adopted by the County.

K. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

L. Design of gas, telephone, or other utility improvements.

M. Printing of drawings, specifications, and contract documents except as noted herein.

N. Traffic engineering reports or studies.

O. Negotiations/agreements with adjacent property owners.

P. Plat preparation.

Q. Any additional work not specifically included in the basic services of this proposal.

ATTACHMENT B

FEE SCHEDULE

This Schedule indicates fees by Phase of the Not to Excceed Amount:		**$**	**62,585**	100%
98%	**Halff Associates**	**$**	**61,585**	
2%	**Jim Rodgers (Park Consultant)**	**$**	**1,000**	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS⚜		**$**	**12,845**	21%
	Halff Associates	$	12,595	
	Jim Rodgers (Park Consultant)	$	250	
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT		**$**	**20,010**	32%
	Halff Associates	$	19,760	
	Jim Rodgers (Park Consultant)	$	250	
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT		**$**	**29,730**	48%
	Halff Associates	$	29,230	
	Jim Rodgers (Park Consultant)	$	500	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Two Hundred Seventy-Three (273)** calendar days from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**08/04/20**

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Notice to Proceed	08/11/20
Base Map, Inventory, and Analysis deliverables	09/10/20
County written authorization to proceed to next phase	09/22/20

Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT⚜

Alignment Plan with Public Comment deliverables	11/06/20
County written authorization to proceed to next phase	11/18/20

Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT⚜

Preliminary Design Report deliverables	02/16/21

Work Authorization Termination Date	**05/04/21**

Commissioners Court - Regular Session **48.**

Meeting Date: 08/04/2020

Berry Springs Park Improvements (P559) WA#1 with Halff

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #1 for the Berry Springs Support Amenities (P559) in the amount of $67,401.00 to expire on August 4, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between Halff Associates, Inc. and Williamson County, dated August 4, 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Improvements WA#1 Halff

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:01 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 10:55 AM
Final Approval Date: 07/31/2020		

WORK AUTHORIZATION NO. 1

PROJECT B: (P559) Berry Springs Park Improvements

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated **08/04/2020** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **Halff Associates, Inc.**, ("A/E").

PART 1. A/E shall provide Planning, Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **Sixty-Seven Thousand, Four Hundred One Dollars ($ 67,401)**, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 **08/04/2021**, as set forth in **Attachment C** of this Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

A/E:

Halff Associates, Inc.

By: _____
Signature

M. James Hennes
Printed Name

Director of Landscape Arch / Team Lead
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

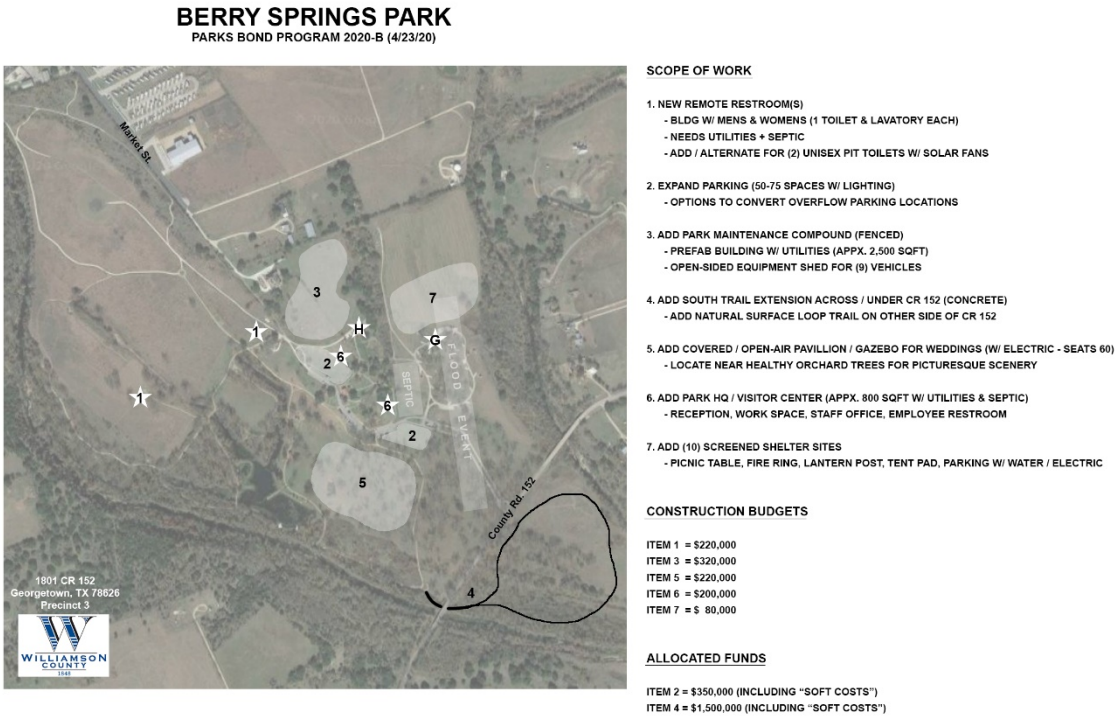
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

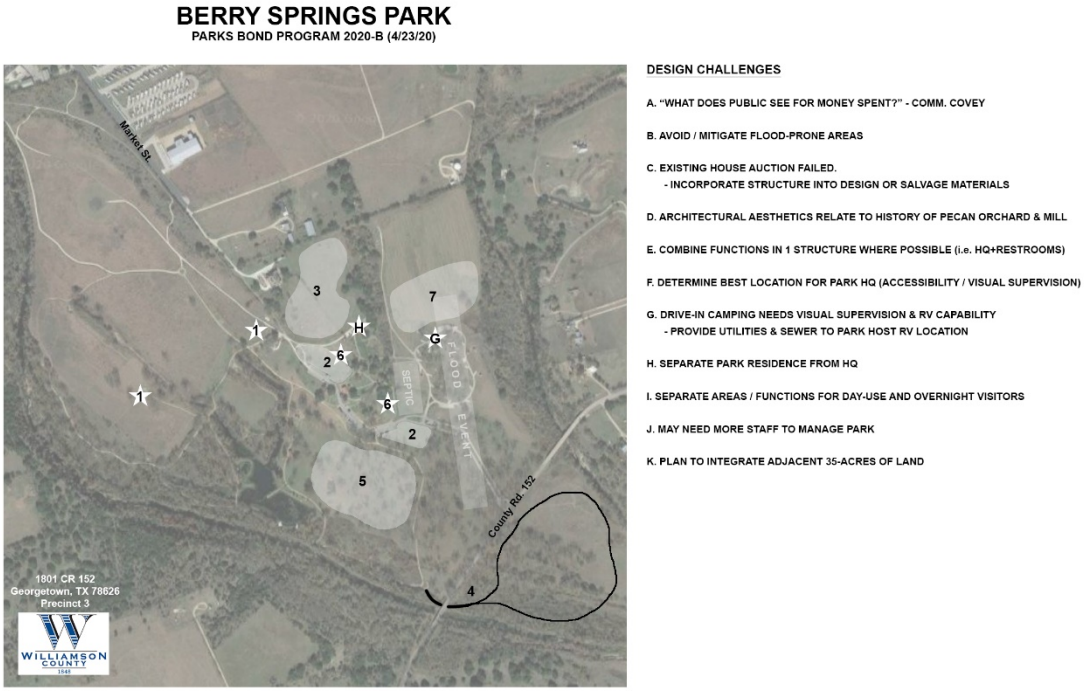
that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Berry Springs Park
1801 CR 152, Georgetown, TX
Precinct 3
Program 2020-B





Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Analyze Preliminary Scope of Work to verify needs of County.

B. Analyze preliminary construction budget to determine project feasibility.

C. Investigate site/facility and verify known existing or available utility locations.

D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.

E. If building a new structure, determine required foundation design from geotechnical test data.

F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International

Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.

G. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.

I. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.

J. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.

C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**67,401**	100%
100%	**Halff Associates**	**$**	**67,401**	
Phase I - SCHEMATIC DESIGN⚜		**$**	**19,632**	29%
	Halff Associates	$	19,632	
Phase II - DESIGN DEVELOPMENT⚜		**$**	**47,769**	71%
	Halff Associates	$	47,769	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Three Hundred Sixty-Five (365)** calendar days from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**08/04/20**

Phase I - SCHEMATIC DESIGN⚜

Notice to Proceed	09/03/20
Preliminary Site Inventory and Analysis	09/17/20
Program and Scope Development	10/01/20
Schematic Design deliverables	11/02/20
County written authorization to proceed to next phase	11/13/20

Phase II - DESIGN DEVELOPMENT⚜

Design Development deliverables	01/22/21
County review	02/03/21

Work Authorization Termination Date	**08/04/21**

Commissioners Court - Regular Session **49.**

Meeting Date: 08/04/2020

CTTC Showers (P514) Change Order #1-Vaughn

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 a report on the Williamson County CTTC Showers Renovation Project (P514) Vaughn Construction Change Order #1 in the amount of $1,553.00 for change in scope to add closed cell spray foam to exterior walls missing insulation in cavity. Funding source is from Owner's Contingency from within the current project budget.

Background

This change order is to provide change in scope to add closed cell spray foam to exterior walls. On January 7, 2020, 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 J. T. Vaughn Construction, LLC in relation to the CTTC Showers Renovations 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

CTTC Showers CO#1 with Vaughn

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:00 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 11:02 AM
Final Approval Date: 07/31/2020		

CHANGE ORDER No. 1

Project: CTTC Showers Remodel
RA# 1901.1
Owner: Williamson County
Central Texas Treatment Center
601 N. Alligator St.
Granger, TX 76530
Architect: Reliance Architecture, LLC
1306 Barrington Dr.
Austin, TX 78753
Contractor: J.T. Vaughn Construction, LLC
10355 Westpark Dr.
Houston, TX 77042

Items Initiated By:	
Owner:	O
Architect:	A
Contractor:	C
Field Conditions:	F
Code / Regulatory:	R

Date of Issuance: July 14, 2020
Date of Contract: October 8, 2019

You are hereby directed to make the following change(s) in this Contract:

Description	By	Days	Dollar Amount
Add closed cell spray foam to exterior walls missing insulation in cavity.	F	0	$1,553.00

The original Contract Sum was:	$465,000.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was:	$465,000.00
The Contract Sum will be adjusted by this Change Order by:	$1,553.00
The new Contract Sum:	466,553.00
The Contract Time will be adjusted by:	0 days
The updated Contract Completion Date is:	

Not valid until signed by both the Owner & Architect. Signature of the Contractor indicates his agreement herewith, including any adjustments in the Contract Sum or Contract Time.

Reliance Architecture, LLC	William County	J. T. Vaughn Construction, LLC
ARCHITECT	OWNER (Authorized)	CONTRACTOR
BY: Antonio Naylor, AIA	BY: Tom Stanfield, Facl PM	BY: Mike Simpson, Secretary
DATE: 07/15/2020	DATE: 7/16/20	DATE: 7/15/2020

APPROVED
By Tom Stanfield at 11:44 am, Jul 16, 2020

Commissioners Court - Regular Session **50.**

Meeting Date: 08/04/2020

Expo Pavilion & Concessions (P474/P475) 1st Amendment to Supplemental Agreement #2 with Populous

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving First Amendment to Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services on the Williamson County Expo Center Pavilions (P474) and Concessions (P475) with Populous, Inc. in the amount of $40,950.00. This will extend the contract through September 30, 2020.

Background

A/E's original Additional Services compensation and expenses were based on providing eight (8) months of construction administration services. Under Supplemental Agreement No. 2, October 1, 2019 was to be the commencement date of the construction administration services and June 1, 2020 was to be the end date. This First Amendment to Supplemental Agreement No. 2 is to provide additional construction administration services beyond the original end date of June 1, 2020, as well as provide for Additional Services compensation and expenses relating to such services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Pavilion/Concessions 1st Amendment to SA#2-Populous

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 02:02 PM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 11:04 AM
Final Approval Date: 07/30/2020		

FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO CENTER PROJECT ("Project")

This First Amendment to Supplemental Agreement No. 2 to the Agreement for Architectural and Engineering Services ("First Amendment to Supplemental No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Populous, Inc. (the "A/E").

RECITALS

WHEREAS, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the "Agreement") for the provision of professional services in connection with the Williamson County Expo Center (the "Project"); and

WHEREAS, in February of 2018 and following the A/E's performance of the Basic Services under the Agreement, the parties executed a Supplemental Agreement wherein A/E agreed to provide Additional Services in relation to the addition of a horse barn, restrooms and concessions for the Project (the "Supplemental Agreement");

WHEREAS, following the parties' execution of the above-mentioned Supplemental Agreement, the parties executed a Supplemental Agreement No. 2 dated effective October 31, 2018 to change and modify the scope of Additional Services described under the Supplemental Agreement mentioned above and agreed to Additional Services relating to the addition of a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and the rerouting of the existing water main, which constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the "Williamson County Expo Pavilion and Concessions/Restroom Additions";

WHEREAS, Supplemental Agreement No. 2 provided a description of the scope of Additional Services that were necessary, the Additional Services compensation, a schedule for the performance of the Additional Services, an amendment to Section V, Paragraph A. of the Agreement and supplanted and replaced the Supplemental Agreement previously executed in February of 2018; and

WHEREAS, due to construction delays, it has become necessary to amend the Additional Services and Additional Services compensation provided under Supplement Agreement No. 2;

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 2 in accordance with this First Amendment to Supplemental Agreement No. 2.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that Supplemental Agreement No. 2 is supplemented, amended, and modified as follows:

I. Background

A/E's original Additional Services compensation and expenses were based on providing eight (8) months of construction administration services. Under Supplemental Agreement No. 2, October 1, 2019 was to be the commencement date of the construction administration services and June 1, 2020 was to be the end date for construction administration services. This First Amendment to Supplemental Agreement No. 2 is to provide additional construction administration services beyond the original end date of June 1, 2020, as well as provide for Additional Services compensation and expenses relating to such services.

II. Amendment to Additional Services.

A. A/E anticipates providing additional full-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of June and July 2020.
B. A/E anticipates providing additional part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of August and September 2020.
C. In the event Additional Services under this First Amendment to Supplemental Agreement No. 2 have not been completed by September 30, 2020 through no fault of the A/E, further amendment of the Supplemental Agreement No. 2 may be necessary.

III. Additional Services Compensation and Reimbursable Expenses

A. For the above described additional full-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of June and July 2020, the fee is as follows:

   A lump sum fee of Twenty-Thousand, Nine Hundred and Fifty Dollars ($20,950).

B. For additional part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of August and September 2020, the fee is as follows:

   To be billed on hourly basis at A/E's hourly rates set forth in **Attachment 1**, not to exceed Twenty Thousand Dollars ($20,000).

C. Reimbursable Expenses. Except for reimbursable expenses that may be incurred and charged under Supplemental Agreement No. 2, the parties agree there will be no additional reimbursable expenses incurred or charged hereunder.

IV. Terms of Agreement and Supplemental Agreement No. 2 Control and Extent of First Amendment to Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement and Supplemental Agreement No. 2. County and A/E hereby agree that, except as otherwise set out herein, all terms of the Agreement, Supplemental Agreement No. 2 and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this First Amendment to Supplemental Agreement No. 2, to be effective as of the date of the last party's execution below.

A/E:

Populous, John P. Fickel

By: _____
Signature

Printed Name: John Fickel

Title: Principal

Date: July 29, 2020

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20___

2020 Billing Rates

Job Title

Senior Principal ..... $ 420

Senior Architect - PIC ..... $ 325
Senior Project Manager ..... $ 275
Senior Project Architect ..... $ 275

Senior Project Designer ..... $ 275

Architect ..... $ 200
Project Manager ..... $ 205

Project Architect ..... $ 205
Project Designer ..... $ 205

Architecture Designer III ..... $ 155
Architecture Designer II ..... $ 140

Architecture Designer I ..... $ 120
Senior Planner ..... $ 375

Planner ..... $ 245
Senior Landscape Architect ..... $ 250

Landscape Architect ..... $ 165
Landscape Designer II ..... $ 120

Landscape Designer I ..... $ 110
Senior Interior Designer ..... $ 220

Interior Designer ..... $ 155
Interiors Designer III ..... $ 140

Interiors Designer II ..... $ 125
Interiors Designer I ..... $ 110

Senior Graphic Designer ..... $ 180
Graphic Designer ..... $ 150

Graphics Designer II ..... $ 130
Graphics Designer I ..... $ 110

Computer Animation Specialist ..... $ 200

Commissioners Court - Regular Session **51.**

Meeting Date: 08/04/2020

Jail Lighting Upgrades CO#1-Doyle Electric

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 Jail Lighting Upgrades Change Order No. 1 with Doyle electric in the amount of $17,526.45. Funding source will be 100-1008-5300.

Background

This change order is to provide lighting fixtures between Pod Corridors and additional wall pack in Rec Yard areas of pods. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Department Director, with the general authority to approve change orders in relation to any Williamson County construction project pursuant to local Government Code 262.031. This report is being provided for the 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

Jail Lighting Upgrades CO#1-Doyle

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 02:01 PM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 11:07 AM
Final Approval Date: 07/30/2020		

GORDIAN®

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-CT-E-121819-DEL

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

Work Order Number.: 076137.01 Work Order Date: 07/06/2020

Work Order Title: Williamson County - North Jail Lighting Upgrades _Supplemental 1

Owner Name:	Williamson County	Contractor Name:	Doyle Electric LLC
Contact:	Tom Stanfield	Contact:	Derek Doyle
Phone:	512-818-4180	Phone:	(512) 745-0228

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-E-121819-DEL.

Brief Work Order Description:

Addition of (22) 2x4 fixtures in between pod corridors & addition of (16) Wall packs in Rec yard areas of pods. Proposal includes additional Bonding.

Time of Performance Estimated Start Date:
Estimated Completion Date:

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

Work Order Firm Fixed Price: $17,526.45

Owner Purchase Order Number:

Approvals

Owner Date

Contractor 7-23-20 Date

7-23-20

Sourcewell

GORDIAN®

Detailed Scope of Work

To:	Derek Doyle Doyle Electric LLC 917 6th Street Marble Falls, TX 78654 (512) 745-0228	**From:**	Tom Stanfield Williamson County 3101 SE Inner Loop Georgetown, TX 78626 512-818-4180

Date Printed: July 06, 2020

Work Order Number: 076137.01

Work Order Title: Williamson County - North Jail Lighting Upgrades _Supplemental 1

Brief Scope: Addition of (22) 2x4 fixtures in between pod corridors & addition of (16) Wall packs in Rec yard areas of pods. Proposal includes additional Bonding.

☐ **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.

Supplemental 1:

1. Addition of (22) 2x4 fixtures in between pod corridors.
2. Addition of (16) Wall packs in Rec yard areas of pods.
3. Bonding.
4. Proposal is based off site walk with Williamson county.
5. Proposal is based off a 40-hour work week Monday thru Friday.
6. Proposal includes all necessary badging and background checks.
7. New lighting to capture existing circuitry already in place as needed.

Exclusions:

1. Painting of electrical items.
2. Overtime.
3. Payment bond.
4. Saw cutting and patch back.
5. Sheetrock repair.
6. Low voltage systems. (cabling and terminations)
7. Updating of existing electrical to code compliance.
8. Installation of access panels.
9. Cutting in of electrical openings located in CMU walls.

Subject to the terms and conditions of JOC Contract **TX-CT-E-121819-DEL**.

Detailed Scope of Work Continues..

Work Order Number: 076137.01
Work Order Title: Williamson County - North Jail Lighting Upgrades _Supplemental 1

Contractor — Date: 7-23

Owner — Date: 7-23-20

Contractor's Price Proposal - Summary

Date: July 06, 2020

Re:

IQC Master Contract #:	TX-CT-E-121819-DEL
Work Order #:	076137.01
Owner PO #:	
Title:	Williamson County - North Jail Lighting Upgrades _Supplemental 1
Contractor:	Doyle Electric LLC
Proposal Value:	$17,526.45

Section - 01	**$547.00**
Section - 26	**$16,979.45**
Proposal Total	**$17,526.45**

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

Contractor's Price Proposal - Detail

Date: July 06, 2020

Re:
IQC Master Contract #: TX-CT-E-121819-DEL
Work Order #: 076137.01
Owner PO #:
Title: Williamson County - North Jail Lighting Upgrades _Supplemental 1
Contractor: Doyle Electric LLC
Proposal Value: $17,526.45

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22	16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$547.00
				Installation	Quantity 547.00 x Unit Price 1.00 x Factor 1.0000 = Total 547.00	
Subtotal for Section - 01						**$547.00**
Section - 26						
2	26 51	19 00 0076		EA	2' x 4', 4,000 Lumens, Panel Type, Lay-In/Troffer LED Fixture (PlanLED Galaxy GL240-40)	$8,941.42
				Installation	Quantity 22.00 x Unit Price 302.79 x Factor 1.2595 = Total 8,390.01	
				Demolition	22.00 x 19.90 x 1.2595 = 551.41	
3	26 56	19 00 0018		EA	3,640 Lumens, 28 Watt, Open Face Wall Pack, With Motion Sensor (Maxlite WP-OP28U-50B-MS)	$8,038.03
				Installation	Quantity 16.00 x Unit Price 352.06 x Factor 1.2595 = Total 7,094.71	
				Demolition	16.00 x 46.81 x 1.2595 = 943.32	
Subtotal for Section - 26						**$16,979.45**

Proposal Total **$17,526.45**

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

GORDIAN®

Subcontractor Listing

Date: July 06, 2020

Re:
IQC Master Contract #: TX-CT-E-121819-DEL
Work Order #: 076137.01
Owner PO #:
Title: Williamson County - North Jail Lighting Upgrades _Supplemental 1
Contractor: Doyle Electric LLC
Proposal Value: $17,526.45

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

Commissioners Court - Regular Session **52.**

Meeting Date: 08/04/2020

County Transportation Infrastructure Fund Grant Resolution with the Texas Department of Transportation

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a County Transportation Infrastructure Fund Grant Resolution with the Texas Department of Transportation.

Background

Road & Bridge received approval to apply for this grant at the May 19, 2020 session of Commissioners Court. In June, TxDOT determined Williamson County's eligible grant award amount to be $119,632. Williamson County matching funds will be $29,908 from Road & Bridge funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:32 AM
Form Started By: Kelly Murphy		Started On: 07/30/2020 09:50 AM
Final Approval Date: 07/30/2020		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT***
		OF
COUNTY OF WILLIAMSON	*****	***WILLLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT That on this, the _____ day of August, 2020, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded Williamson County with a total eligible grant award of $119,632; and

WHEREAS, before receiving any allowable reimbursements from the eligible grant amount, Williamson County must enter into a grant agreement with TxDOT.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.

BE IT FURTHER RESOLVED, that the Williamson County Commissioners Court authorizes the County Engineer to sign all invoices, certifications, and any other necessary documentation related to the County Transportation Infrastructure Grant Program.

RESOLVED THIS ___ DAY OF _____, 2020

_____

Bill Gravell Jr., County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **53.**

Meeting Date: 08/04/2020

County Transportation Infrastructure Fund Grant Agreement with the Texas Department of Transportation

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a County Transportation Infrastructure Fund Grant Agreement with the Texas Department of Transportation.

Background

Road & Bridge received approval to apply for this grant at the May 19, 2020 session of Commissioners Court. In June, TxDOT determined Williamson County's eligible grant award amount to be $119,632. Williamson County matching funds will be $29,908 from Road & Bridge funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:56 AM
Form Started By: Kelly Murphy		Started On: 07/30/2020 10:38 AM
Final Approval Date: 07/30/2020		

Contract # CTIF_02_246
District # 14 AUS
Code Chart 64 # 50246
Project: Williamson County 2020 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Williamson County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.

2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

DRAFT

completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.

b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.

c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.

d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.

e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.

f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.

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

DRAFT

or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
c. a period of five years has passed since the anniversary date of the grant award to the County.

10. Environmental Permitting and Regulatory Issues.

a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
b. The County is responsible for coordination and environmental clearance.
c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

DRAFT

469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.
Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

DRAFT

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

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	**State:**
Williamson County	Texas Department of Transportation
County Engineer	Director – Contract Services
3151 SE Inner Loop	125 E. 11th Street
Georgetown, TX 78626	Austin, Texas 78701-2483

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

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

21. Responsibilities of the Parties.

a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

DRAFT

d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each***: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

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

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

DRAFT

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

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY

_____
Signature

_____
Printed Name and Title

_____
Date

THE STATE OF TEXAS

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

DRAFT

ATTACHMENT A

Resolution or Ordinance

DRAFT

Contract # CTIF_02_246
District # 14 AUS
Code Chart 64 # 50246
Project: Williamson County 2020 CTIF Award

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: Williamson

Amount of Grant Funds Awarded by State: $ 119,632

Minimum amount of County Matching Funds*: $ 29,908

DRAFT

* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

Commissioners Court - Regular Session **54.**

Meeting Date: 08/04/2020

1806-236 renewal 2 for Limestone Rock Asphalt

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on extension of 1806-236 Limestone Rock Asphalt contract renewal option 2 for the term of August 18, 2020 through August 17, 2021 with Vulcan Construction Materials, LLC.

Background

This is the second renewal option period. The initial award for this commodity was based on a bid submitted by the vendor which was incorporated as the original contract. Subsequent renewals are documented in the form of addendums or renewals.The Road and Bridge Department submitted a Vendor Performance Report (VPR) stating the vendor met all county requirements and recommends renewal. The point of contact is James Williams. The funding source in the budget is under Asphalt, 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1806-236 renewal 2 for Limestone Rock Asphalt

FYI renewal 1

original bid submittal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:34 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:44 AM
Form Started By: Dianne West		Started On: 07/20/2020 02:19 PM
Final Approval Date: 07/30/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LP		
Vendor Address:	800 Isom Road, Ste. 300, San Antonio, Texas 78216		
Purpose/Intended Use of Product or Service (summary):			
Limestone Rock Asphalt			
P.O./Contract Number:	1806-236	**Effective Date:**	08/18/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	08/17/2021
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	August 18, 2020 – August 17, 2021
Renewal Option Period 1	August 18, 2019 – August 17, 2020
Initial Contract Period	August 18, 2018 – August 17, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name Michelle Weber

Title Sales Coor.

Signature Michelle Weber

Date 7-14-2020

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LP		
Vendor Address:	800 Isom Road, Ste. 300, San Antonio, Texas 78216		
Purpose/Intended Use of Product or Service (summary):			
Limestone Rock Asphalt			
P.O./Contract Number:	1806-236	**Effective Date:**	08/18/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	08/17/2020
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 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	August 18, 2019 – August 17, 2020
Initial Contract Period	August 18, 2018 – August 17, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials LLC

Name Oscar Benavides

Title Sales Mgr.

Signature

Date 7-26-19

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

Bill Gravell

Williamson County Judge

Signature

Date August 6, 2019

Bid Tabulation Packet
for
Solicitation 1806-236

Limestone Rock Asphalt

Bid Designation: Public

Williamson County, Texas

Bid #1806-236 - Limestone Rock Asphalt

Creation Date	**Jun 14, 2018**	End Date	**Jul 18, 2018 3:00:00 PM CDT**
Start Date	**Jun 26, 2018 1:20:31 PM CDT**	Awarded Date	**Not Yet Awarded**

1806-236--01-01 Please attach all documents to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Vulcan Construction Materials LP	First Offer -	1 / each		Y	Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

f Vulcan Construction Materials LP $0.00

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Agency Notes:

Supplier Notes:

Head Attch:

**

Vulcan Construction Materials LP

Bid Contact **Michelle Weber**
benavideso@vmcmail.com
Ph 210-524-3519
Fax 210-524-3555

Address **PO Box 791550**
San Antonio, TX 78279

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1806-236--01-01	Please attach all documents to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Vulcan Construction Materials LP

Item: **Please attach all documents to this line.**

Attachments

Williamson County Limestone Rock Asphalt IFB 1806·236.pdf

WILLIAMSON COUNTY BID FORM

LIMESTONE ROCK ASPHALT BID

NUMBER: IFB1806-236

NAME OF BIDDER: Vulcan Construction Materials LLC

Mailing Address: P.O. Box 791550

City: San Antonio State: TX Zip: 78279

Email Address: benavidesa@vmcmail.com

Telephone: (210) 524-3567 Fax: (210) 524-3555

Mobile Phone: (210) 241-5041

Item #	Item Description	Quantity	Unit	Delivery Site	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown	$69.50/ ton
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown	$70.50/ ton
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown	$70.50/ ton
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown	$70.50/ ton
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown	$71.50/ ton

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Oscar Benavides

Signature of Person Authorized to Sign Bid

Date of Bid: 7-11-18

Printed Name and Title of Signer: Oscar Benavides, Sales Mgr.

Williamson County, Texas BidSync

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-377985

Date Filed:
07/10/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vulcan Construction Materials LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1806-236
Limestone Rock Asphalt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vulcan Construction Materials LLC	Birmingham, AL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Oscar Benavides, and my date of birth is 1-2-59.

My address is 800 Isom Rd., Ste. 300, San Antonio, TX, 78216, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of TX, on the 11 day of July (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Williamson County, Texas

BidSync

7/18/2018

Supplier: **Vulcan Construction Materials LP**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1806-236
Limestone Rock Asphalt

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 18, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jul 18, 2018 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

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

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

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Vulcan Construction Materials LP**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of San Antonio 111 Soledad St-San Antonio, 78205**

Location:

Contact Name: **Paul Calapa Procurement Admin**

Title:

Phone: **210-207-5734**

E-mail **purchweb@sanantonio.gov**

Contract Date To: **ongoing**

Contract Date From:

Contract Value: $

Scope of Work: **supply LRA**

Reference 2

Client Name: **Bexar County 1103 S. Frio-San Antonio, 78207**

Location:

Contact Name: **Mary Quinones Purchasing Agent**

Title:

Phone: **210-335-2211**

E-mail **mary.quinones@bexar.org**

Contract Date To: **ongoing**

Contract Date From:

Contract Value: $

Scope of Work: **supply LRA**

Reference 3

Client Name:
Travis County

Location:
700 Lavaca-Austin, 78701

Contact Name:
Bonnie Floyd

Title:
Purchasing Agent

Phone:
512-854-9700

E-mail
bonnie.floyd@traviscountytx.gov

Contract Date To:
ongoing

Contract Date From:

Contract Value: $

Scope of Work:
supply LRA

Supplier: **Vulcan Construction Materials LP**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **Oscar Benavides**
2 ☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.** **none**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.** **none**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **none**
7	

		7/11/18
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Vulcan Construction Materials LP**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Vulcan Construction Materials LLC**
Address of Bidder:	**P.O. Box 791550 San Antonio 78279**
Email:	**benavideso@vmcmail.com**
Telephone:	**210-524-3567**
Printed Name of Person Submitting Affidavit:	**Oscar Benavides**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

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

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

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

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

SUBSCRIBED AND SWORN to before me by the above-named
on this the **11**day of **July**, 20**18**.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Vulcan Construction Materials LP**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

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

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

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

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

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

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

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

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

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

available on the Texas Ethics Commission website at the following link:

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

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

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

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

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

2.5 BID SUBMITTAL DEADLINE

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

2.6 DELIVERY OF BIDS

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

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

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

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

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

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

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

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

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

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

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

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

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

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

3.9 EVALUATION AND AWARD

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

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

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

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

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

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

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

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

3.11 REJECTION OR ACCEPTANCE.

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

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

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

3.12 RESPONSIBILITY

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

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

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a “per unit” basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

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

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

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

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

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

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

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

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

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

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

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

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

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

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

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

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

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

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

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Bidder: Address set out in Bidder's Submittal.

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

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

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

4.35 SURVIVABILITY

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

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

4.36 AIR QUALITY

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

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

4.37 ENTIRE AGREEMENT

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

4.38 PAYMENT

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

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

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

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

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

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

Payment inquiries should be directed to the following address:

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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

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

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

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

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

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

Commissioners Court - Regular Session **55.**

Meeting Date: 08/04/2020

Off Right-of-Way Work

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding off Right of Way work proposed to be done by the Road and Bridge Division on Kevin Sells LLC property adjacent to CR 480.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Off ROW Work CR 480

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:00 PM
Form Started By: Vicky Edwards		Started On: 07/21/2020 09:46 AM
Final Approval Date: 07/29/2020		

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Kevin Sells LLC, Parcel No. R006362, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars ($5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement (TCE) for the purpose of clearing vegetation, tree or plant therewith, in, along, upon and across the property as necessary to carry out the purposes of this TCE. The clearing on the property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements of restrictions as shown on Exhibit "A".

The parties agree further as follows:

Following completion of work within the TCE area described in Exhibit "A", County shall place the cleared vegetation debris on the Grantor's property adjacent to the TCE. It is the responsibility of the Grantor(s) to haul off or burn the cleared vegetation debris in accordance with local laws and regulations.

This TCE shall be in full force and effect at all times during the accomplishment and completion of the clearing activities described above. This TCE shall terminate and the easement rights shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the clearing work upon the property, or on the date of completion of clearing, whichever occurs first.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 17th day of July, 2020.

Kevin Sells, LLC

By: Kevin Sells

Its: President

Acknowledgment

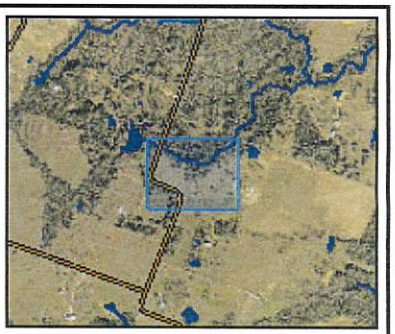
State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 17th day of July, 2020 by ~~Kevin~~ Kevin Sells, President, in the capacity and for the purposes and consideration recited herein.

Carolyn Chapman
Notary Public, State of Texas

CAROLYN CHAPMAN
Notary Public, State of Texas
Notary ID# 12634637-3
My Commission Expires
DECEMBER 7, 2023

WILLIAMSON COUNTY | Exhibit "A"



Legend

Address
- Address

Road & Bridge Roads
- Wilco Roads
  - WILLIAMSON MAINTAINED

Streets
- Streets

Development Boundaries
- WCAD Parcels

Hydrology
- River24k NHD

aerial2020
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- Green: Band_2

0 250 500 ft

1:2257

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

7/14/2020 5:38:24 PM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

County will clear vegetation, tree or plant within the temporary construction easement. Grantor(s) will haul off or burn the cleared vegetation debris in accordance with local laws and regulatio

Commissioners Court - Regular Session **56.**

Meeting Date: 08/04/2020

Diamond 2586 WA1 Sup1 On Call Surveying

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. Funding source: 01.0200.0210.004150.

Background

This supplemental is to increase the maximum amount payable to $75,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA1 Sup1 On Call Surveying

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 09:32 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:51 AM
Form Started By: Vicky Edwards		Started On: 07/29/2020 12:50 PM
Final Approval Date: 07/30/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Surveying Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective **May 19, 2020** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$25,000.00** to **$75,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM: Diamond Surveying, Inc.

By: _____
Signature

Shane Shafer
Printed Name

President
Title

July 30, 2020
Date

COUNTY: Williamson County

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **57.**

Meeting Date: 08/04/2020

Placing item on the agenda

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing a policy relating to the resubmission of agenda items that have been pulled from a prior agenda by a member of the Commissioners Court or that have previously failed at a prior session due to the lack of a motion, second or that were otherwise voted down by a majority of the Commissioners Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Procedure on Agenda Items

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:46 AM
Form Started By: Rachel Rull		Started On: 07/30/2020 08:42 AM
Final Approval Date: 07/30/2020		

Procedure on Agenda Items

Items pulled from the agenda

- Prior to placing an item back on an agenda after it has been pulled from a prior agenda, the elected official or department head must contact the Commissioners Court member that pulled the particular item in order to address any questions or concerns he or she may have in relation to the pulled item.

Items that fails

- If an item fails due to the lack of a motion, second, or by a majority vote of the Commissioners Court, it shall only be placed back on the agenda by a member of the Commissioners Court.

DRAFT

Commissioners Court - Regular Session **58.**

Meeting Date: 08/04/2020

EPM.2

Submitted By: Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the Employee Policy Manual.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposedEPM

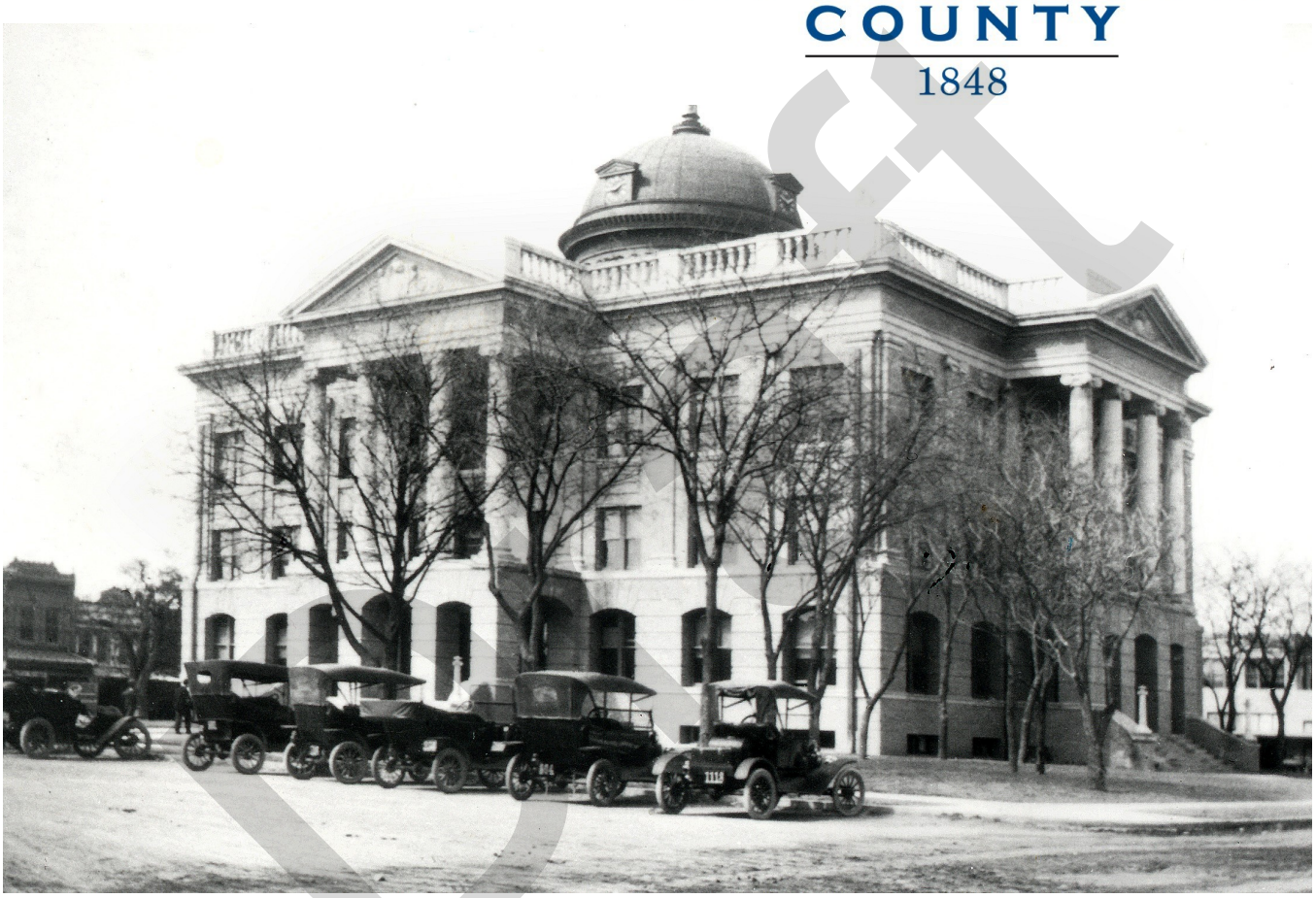
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 11:43 AM

Form Started By: Rebecca Clemons Started On: 07/29/2020 11:31 AM

Final Approval Date: 07/29/2020

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective October 1, 2020

Draft

TABLE OF CONTENTS

About Williamson County..... 1

Employment..... 2

Work Environment..... 7

- Leave..... 8
- Benefits..... 15
- Expenditure Guidelines..... 16

Compensation..... 22

Employee Responsibilities..... 31

DOT Regulated Testing 37

Draft

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Draft

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

Draft

Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Draft

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.).
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Draft

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as ~~will~~ could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Draft

Employment

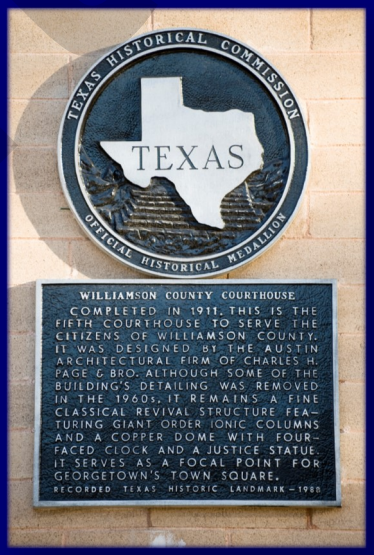
Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Draft

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period. • Changes in work schedules, may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). • Proration may occur for full-time employees that work less than 30 hours per week. • Contact Human Resources for more information.
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees. • Must be used by the end of the fiscal year. • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours based on normal shift assignment.
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. ~~one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother in-law, father in-law, sister in-law, brother in-law~~ • Documentation may be required. • EMS paramedics will receive 2 days/hours based on normal shift assignment .
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. • Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will coordinate leave and medical care with the Worker's Compensation carrier. • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org

For more information on FMLA visit: http://www.dol.gov/whd/fmla

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Draft

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Draft

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/ termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Draft

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. •Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Draft

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid ~~prior to the month of coverage.~~ through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage. • ~~If contributions are unpaid, benefits may be will be terminated back to the last date of the pay period in which premiums are paid.~~
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	

Flex Spending Account (FSA) Health & Dependent Care	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

Draft

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to once per fiscal year, per department/division. • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Draft

Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

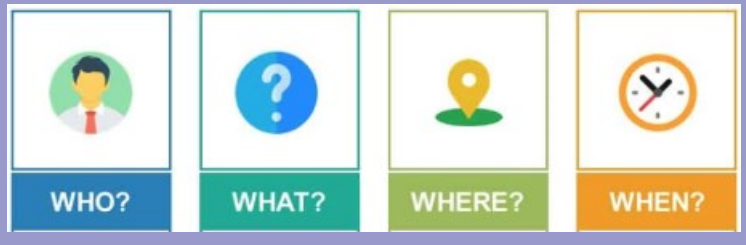
Draft

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.
	• Meal reimbursements are limited to a maximum of $50.00 per day:
	  ▪ $20.00 for meals when traveling outside the County for day trips.
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm).
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed.
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
	• All meals not associated with an overnight stay are taxable.
	• Meal receipts are not required for per-diem.
	• Alcoholic beverages are not reimbursed.
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
	• Meals purchased for entertainment/business purposes are not allowed.
	• Meal reimbursements are paid for County employees only.

Draft



Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Draft

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals Saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking Should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Up-grades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e, Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sale tax on goods purchased. • Community outreach items exceeding $2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Draft

Expenditure Guidelines

Type	Policy
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Draft

Compensation Policies

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Draft

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Draft

Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for:

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin expr Wilco	B.24
Specialty Program Coordinator	3 years experience	B.24
Court Admin III CCL/District	5 years Court Admin expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin expr Wilco	B.28

Don't forget to check pay slips online at any County Computer!

Draft

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Draft

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current position.	Max of 5% per employee, per budget year* authorized as a merit percentage amount or a lump sum (if a merit eligible employee has reached the max of their grade).	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions after February 15th.	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions.) Multiple pay changes cannot be processed on the same day.

Draft

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15%above minimum of the pay grade, effective 10/1/2018,or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	Promotions and Merit cannot be processed during the same pay period
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1.A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2.A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between ~~October~~ November 1st and February 15th. *May require a public hearing ~~A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:~~ ~~1. Significant change in the job description that includes the addition or deletion of significant duties and responsibilities~~ ~~2. A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval~~ ~~A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. *May require a public hearing~~	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	• Submission of request through budget software or during Nov 1-Feb 15th timeline, with backup documentation	• Documentation of each position that will advance along with the approved career ladder plan

Draft

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Draft

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step, after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

Draft

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Draft

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Draft

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Draft

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Draft

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Draft

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Draft

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners' Court strongly recommends all County Department's/ Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

Draft

DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:
Human Resource Generalist II
Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.
512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

Draft

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

Draft

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident**. Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion**. Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
    - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
    - Must test negative for Drug and Alcohol prior to returning to duty.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

Draft

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

Draft

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
    - A positive post-accident alcohol or drug test will result in termination.
    - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
    - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - After successfully completing the SAP requirements, the employee may be eligible to return to work.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

Draft

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the varioous rules and requirements that apply under the DOT and Federal Motot Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

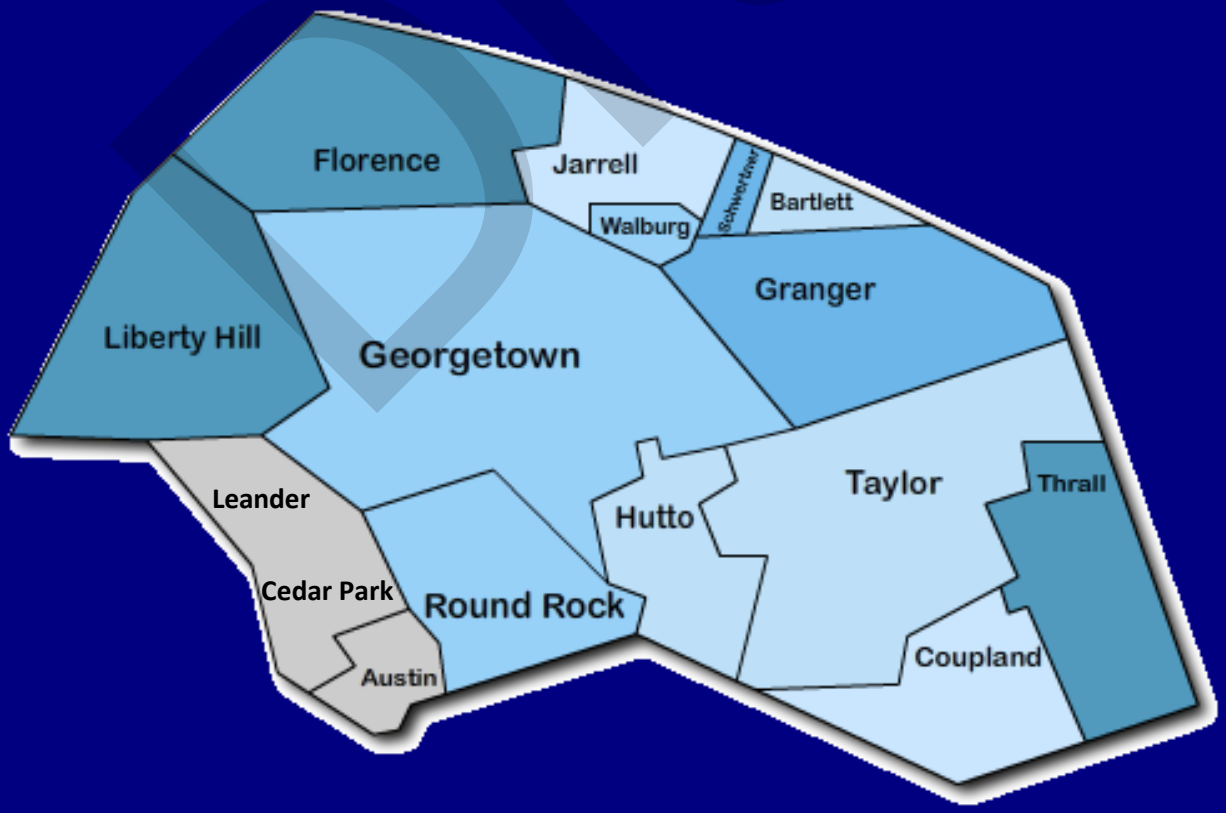
Draft

For additional policy information contact the Human Resources Department or visit the policy center

100 Wilco Way Suite HR101
Georgetown, TX 78626
512-943-1533

HUMAN RESOURCES

Draft



Commissioners Court - Regular Session **60.**

Meeting Date: 08/04/2020

Wilco Forward Phase III Agreement The Salvation Army Williamson County Service Center

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the Wilco Forward Phase III Community Services agreement between Williamson County and The Salvation Army Williamson County Service Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic.

Background

On July 21, 2020, the Commissioners Court approved the agreement terms for Phase III agreement with The Salvation Army Williamson County Service Center. The agreement became effective on the date the agreement was signed. The attached agreement between the County and the agency reflect these approved agreement terms and are included to be documented in the Court's minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salvation Army Social Services signed Phase III agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:43 AM
Form Started By: Debra Babcock		Started On: 07/29/2020 12:37 PM
Final Approval Date: 07/30/2020		

WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
WILLIAMSON COUNTY SALVATION ARMY CENTER

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **Williamson County Salvation Army Service Center** (the "Agency"), a non-profit corporation located at 1930 S. Austin Avenue, Suite 101, Georgetown, Texas 78626.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, including funds to assist in the payment of rent and utilities for families affected by COVID-19 and for additional staffing; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals**. The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date**. The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to assist certain Williamson County residents with up to three months of residential rental and utility payments, as further detailed herein, due to issues caused by COVID-19.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of Funds. The County has budgeted $5,000,000 for the Wilco Forward Phase III Community Services program. The County will endeavor to meet the commitments stated herein until this fund is exhausted.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement (and as detailed in Exhibit "A") and the Act.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are

Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.

2.6 Agency Responsibilities. The Agency will be responsible for the following:

2.6.1. Administering the intake process, including verification that the requested assistance is an Allowable Expense, that the applicant is a Williamson county resident, and that the Allowable expense is related to the COVID-19 crisis.

2.6.2 Confirming the validity of the landlord, property management company or utility company and issuing checks directly to the landlord, property management company or utility company, as soon as practicable. No checks shall be issued to the applicant directly.

2.6.3 Providing a spreadsheet to the County with each reimbursement request including the date (s) of assistance, amount of assistance, payee, type of assistance, last name of each applicant and applicant identifying number.

2.6.4 Insuring that all Allowable Expenses are only paid to Williamson county residents who reside within the service area described in Exhibit "B", attached hereto.

2.6.5 Agency will provide all staffing needed to administer the program as described in this Agreement.

2.6.6 Agency will waive all local match requirements typically requested by the Agency's local offices.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of agency's request for reimbursement including the spreadsheet required in 2.6.3, above, and applicable invoices, the County will reimburse the Allowable Expenditures via an ACH payment within one to two business days after reimbursement request. The deadline for requesting

reimbursements shall be before 9:00 am of each business day. The County shall have no obligation to reimburse Agency any Allowable Expenses over the $5,000,000 Wilco Forward Phase III Community Services program budget. All County determinations regarding eligible Allowable Expenses shall be final.

IV.

GENERAL CONDITIONS

4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the

contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

4.9 Notices. Notices required by this Agreement are as follows:

County:

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

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78626

Agency:

Williamson County Salvation Army Service Center
1930 S. Austin Ave. Suite 101
Georgetown, Texas 78626

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

Valerie Covey 7/24/2020

~~William Gravell, Jr.~~ Valerie Covey, Presiding Officer

ATTEST:

Nancy Rister , County Clerk

Date:

WILLIAMSON COUNTY SALVATION ARMY SERVICE CENTER

By: G. Flores

Its: Austruberto Flores III Assistant Treasurer

JUL 22 2020

Date:

Exhibit "A"

Allowable Expenses

1. Agency will provide up to three months of rental assistance plus late fees, including any amount in arrears. Applicant must submit a written request for funding for each month of rent due after the first month, on an as needed basis. Applicant must be a Williamson County resident and residing in the service area described in Exhibit "B", attached hereto.
2. Agency will provide up to $1,500 of utility assistance per application to Williamson County residents, on an as needed basis.
3. Agency will comply with all additional terms and conditions as stated in Section 2.6 of this Agreement.
4. Wilco will reimburse the Agency for operating costs to include full time temporary contract laborers, office equipment, office supplies and increased internet bandwidth as detailed in Exhibit "C". The Agency will be responsible for training and supervision of the FTE's.

Exhibit "B"

Service Area

Round Rock Area Serving Center:

1. Round Rock
2. Austin (within Williamson County)
3. Brushy Creek/Fern Bluff MUD
4. Hutto (the part that is not in Georgetown ISD)

The Caring Place:

1. Georgetown
2. Andice
3. Bartlett
4. Florence
5. Granger
6. Jarrell
7. Jonah
8. Schwertner
9. Walburg
10. Weir
11. Hutto (the part within Georgetown ISD)

The Salvation Army:

1. Cedar Park
2. Copeland
3. Leander
4. Liberty Hill
5. Taylor
6. Thrall
7. All other areas of Williamson County not served by the other two agencies

Exhibit "C"

Reimbursements

STAFFING:

Budgeted staffing cost is $80,640.

The Agency will contract with a local Temp agency to provide additional full time temporary FTE's as needed for this agreement up to the following positions & rates for the duration of the program:

3 – Intake Specialists
2 – Data Processors
1 – Financial Clerk

Hourly Rate is $16.80 for all position.
($16.80/hr x 40 hrs x 20 weeks x 6 FTE's = $80,640)

OFFICE EQUIPMENT/SUPPLIES:

Budgeted Equipment & Supplies is $1,000.

The budget includes office supplies needed for the Wilco Forward Phase III program. The County will provide up to 5 office chairs as needed from the County's warehouse. The County will also provide COVID-19 sanitizing supplies as needed to include hand sanitizer, masks, gloves and disinfectant wipes/spray.

The Agency will provide needed computers (hardware & software), phones, office tables and office space.

INTERNET:

Budgeted Internet is $750.

The County will reimburse the Agency for expanded internet/Wi-Fi bandwidth up to $150 per month for the duration of the Wilco Forward Phase III program.

Commissioners Court - Regular Session **61.**

Meeting Date: 08/04/2020

Funding For Covid Test Sites

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

Background

The following items are being requested to be funded for the COVID Test Sites that will be provided by the State in Cedar Park, Taylor, and Georgetown. Porta-potties/Hand Washing Stations: 2 for each site for an estimate of $2,100 Bottled Water/Snacks for an estimate of $125.00 Online Advertising thru Community Impact for an estimate of $600. For an approximate total budget of $2825.

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	07/29/2020 05:28 PM
Form Started By: Michael Shoe		Started On: 07/29/2020 03:47 PM
Final Approval Date: 07/29/2020		

Commissioners Court - Regular Session **62.**

Meeting Date: 08/04/2020

County Addendum for Purchase of Goods and Services for Virtual Health Fair

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase of Goods and Services During Covid-19 Operations, in the amount of $4,300.00, between Health Fairs Plus, LLC and Williamson County and authorize the execution of the contract.

Background

IT and Benefits are partnering together on this Virtual Benefit Fair Platform through HealthFairs Plus, a company that currently works with United Health Care. Williamson County will be using the HealthFairs Plus platform to host Williamson County's Virtual Benefit Fair this year. A project manager from Health Fairs Plus will assist us setting up the event as well as the vendors that will be participating and then providing reporting on participants. We will have a passport encouraging employees as the more they participate, in each event, the more chances of earning a ticket for prize drawings to be provided by United Health Care. The Virtual Benefit Fair will be hosted for a two-week period, October 5th - 16th to provide employees the opportunity to do the following: Watch the 2021 Open Enrollment Presentation that will showcase the new plan offering; participate in a live chat with the Benefits Team to ask questions; participate virtually in two wellness activity challenges (Hydration and Step); participate in a Benefit Quiz/Wellness Scavenger Hunt (engaging them to locate information through the OE Presentations and testing their knowledge on what they have learned); and participate in any of the following webinars: Stress Management, TCDRS, Nationwide 457B, Office Yoga, Financial, Healthy Eating, Cooking Demo, Diabetes and UHC Real Appeal. It is our hope that all employees, spouses and family will have an opportunity to visit the Virtual Benefit Fair at a time that is convenient for them and as provided by their departments. The points of Contact are Shelly Loughrey and Alison Gleason. Funding Source: CARES ACT

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Health Fairs Introduction

Proposal

Agreement

Form Review

Inbox	Reviewed By	Date

Purchasing (Originator)	Randy Barker	07/30/2020 09:54 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:57 AM
Purchasing (Originator)	Randy Barker	07/30/2020 10:57 AM

Form Started By: Johnny Grimaldo Started On: 07/29/2020 04:21 PM

Final Approval Date: 07/30/2020

healthfairsplus

Online Employee Virtual Health Fair

"Healthy Employees Make for Healthy Business."

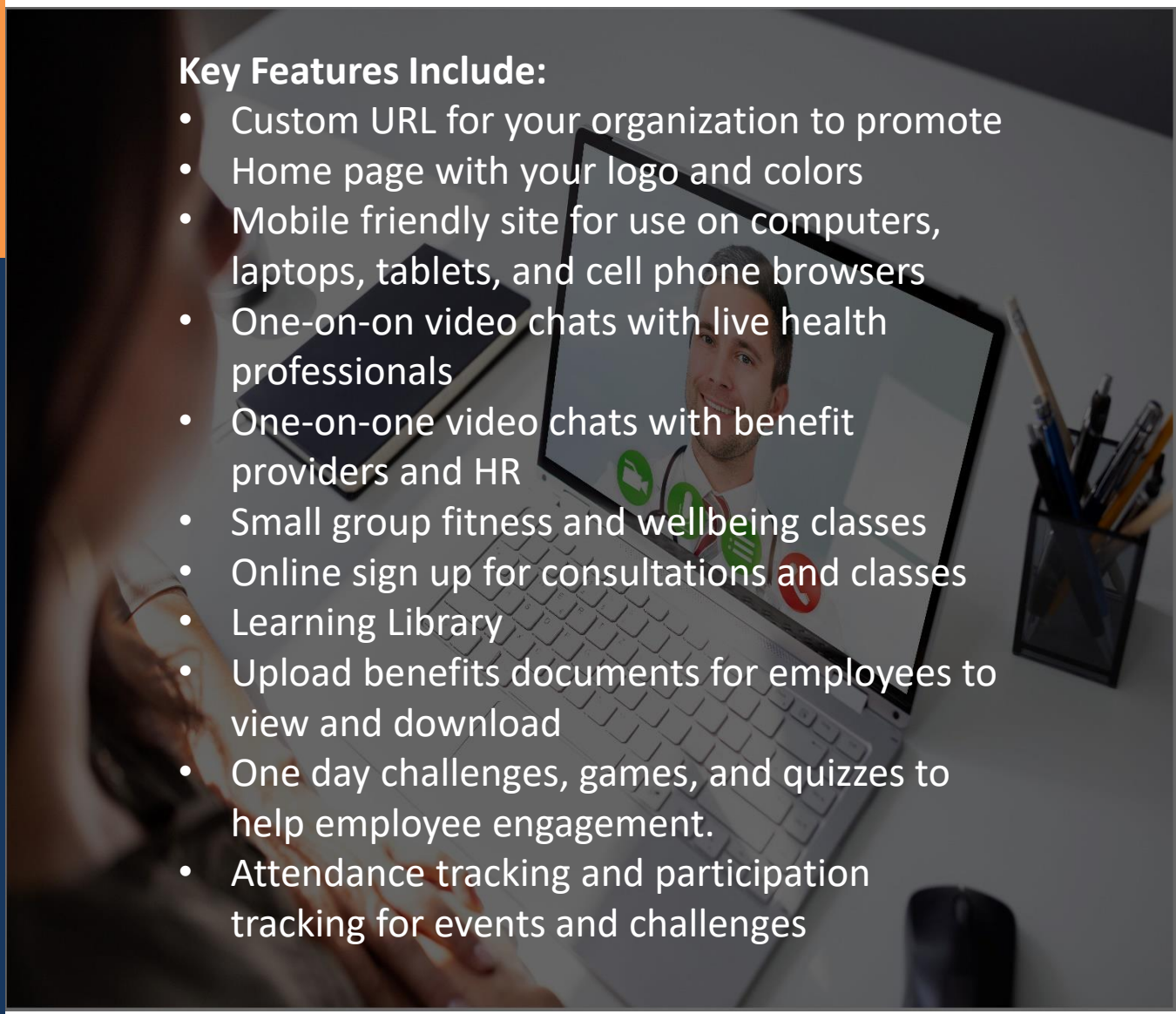
About US

Health Fairs Plus has been in operation since 2002 and is based in Haymarket VA just outside of Washington, DC. Our programs allow us to provide efficient and effective services anywhere you have employees. In 2019, we helped coordinate over 500 employee wellness programs and we look forward to growing again in 2020.

Our goal is to make use of the most innovative corporate wellness options available to keep employee health up and corporate healthcare costs down. Our online tools and resources allow us to provide programs nationwide wide while our database of local health and wellness professionals makes it possible to keep a local feel to your programs. From online wellness to onsite programs, Health Fairs Plus has become the single go-to resource for employee wellness.

Virtual Health Fair

Health Fairs Plus offers a complete online health and benefits fair program through its Employee Wellness Hub



Key Features Include:

- Custom URL for your organization to promote
- Home page with your logo and colors
- Mobile friendly site for use on computers, laptops, tablets, and cell phone browsers
- One-on-on video chats with live health professionals
- One-on-one video chats with benefit providers and HR
- Small group fitness and wellbeing classes
- Online sign up for consultations and classes
- Learning Library
- Upload benefits documents for employees to view and download
- One day challenges, games, and quizzes to help employee engagement.
- Attendance tracking and participation tracking for events and challenges

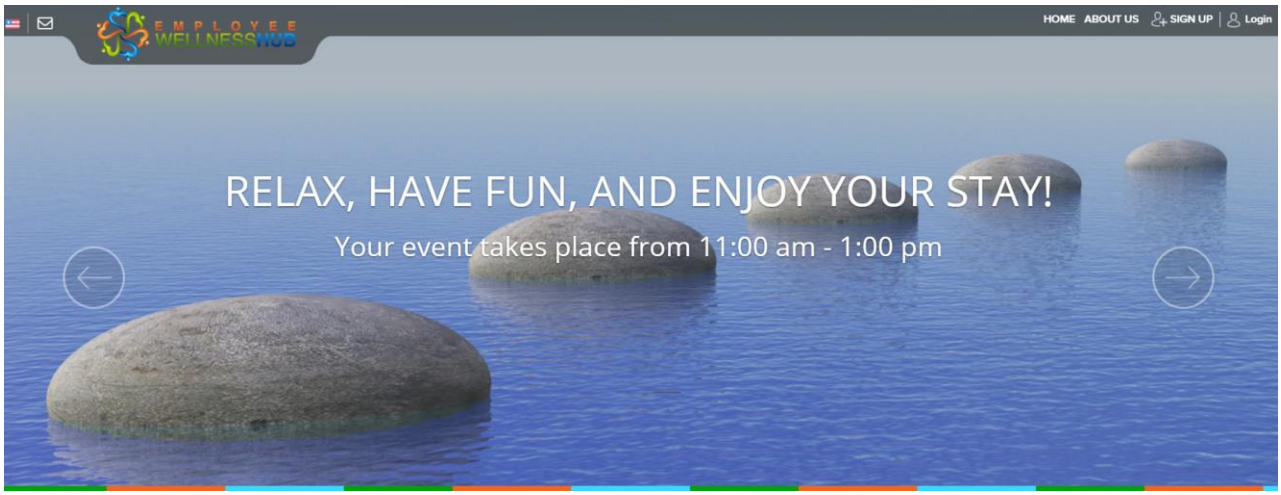
Our wellness platform is the ideal single go-to platform for any wellness initiative. The custom challenges, educational components, and health tracking features can be used separately or combine with a health fair for real time motivation and health improvement.

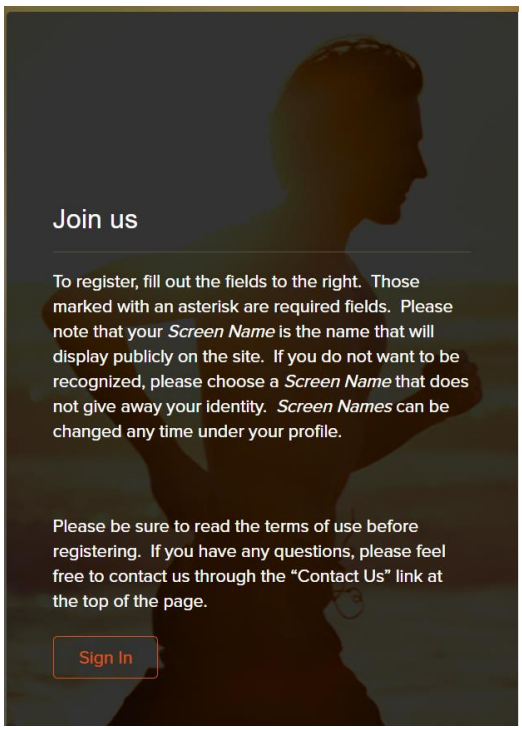
**Free Online Demos For Clients

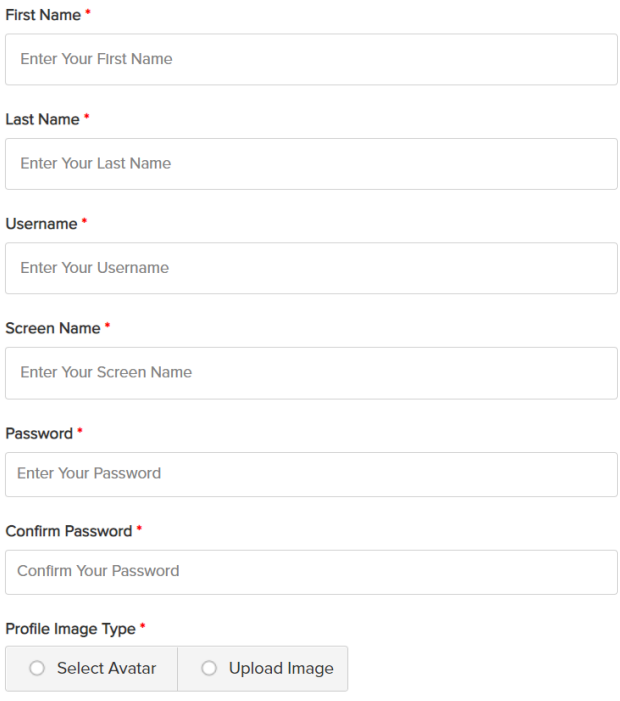
How to Register

Registration is easy. Employees can sign up from their computer, tablet, touch screen or cell phone

No personal health or personal identifying information is required beyond first and last name. Employees can create a screen name to show publicly while participating in an event.

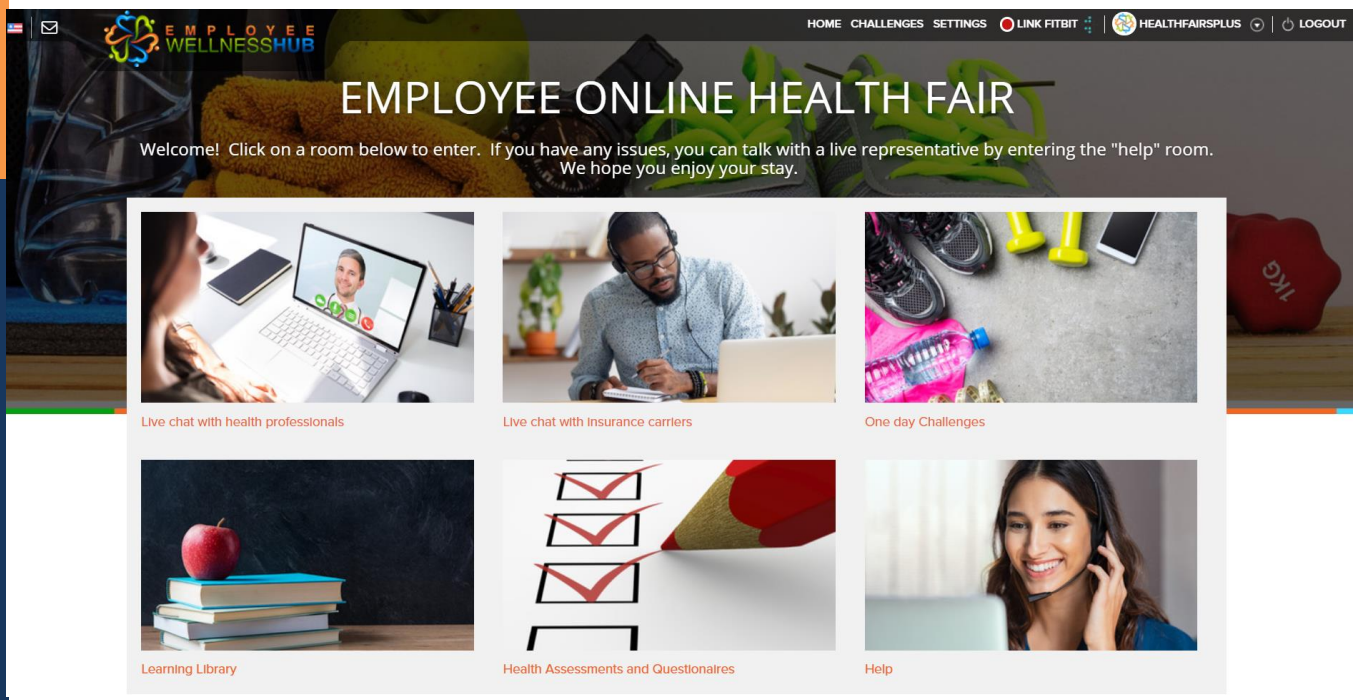


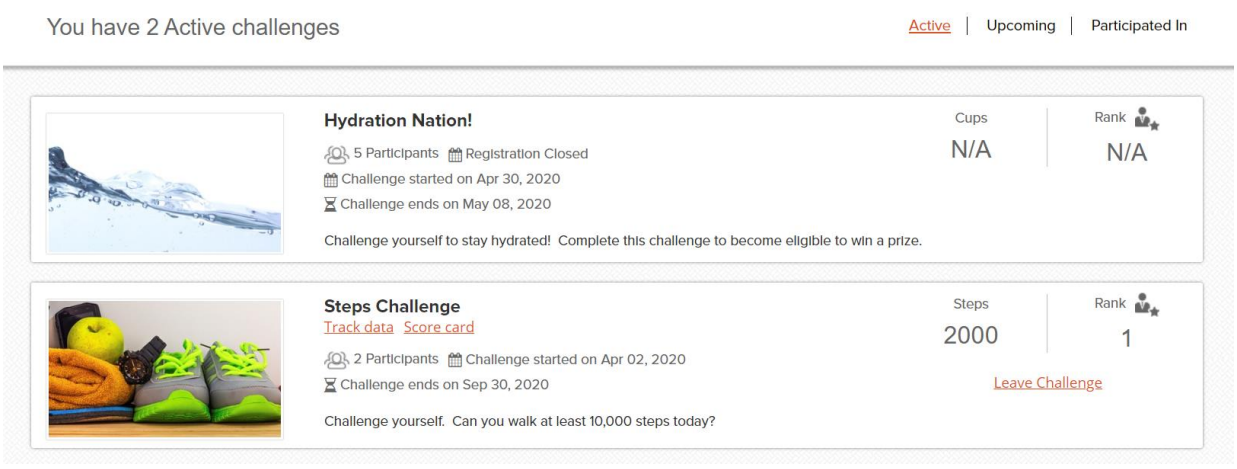




Participating in the event

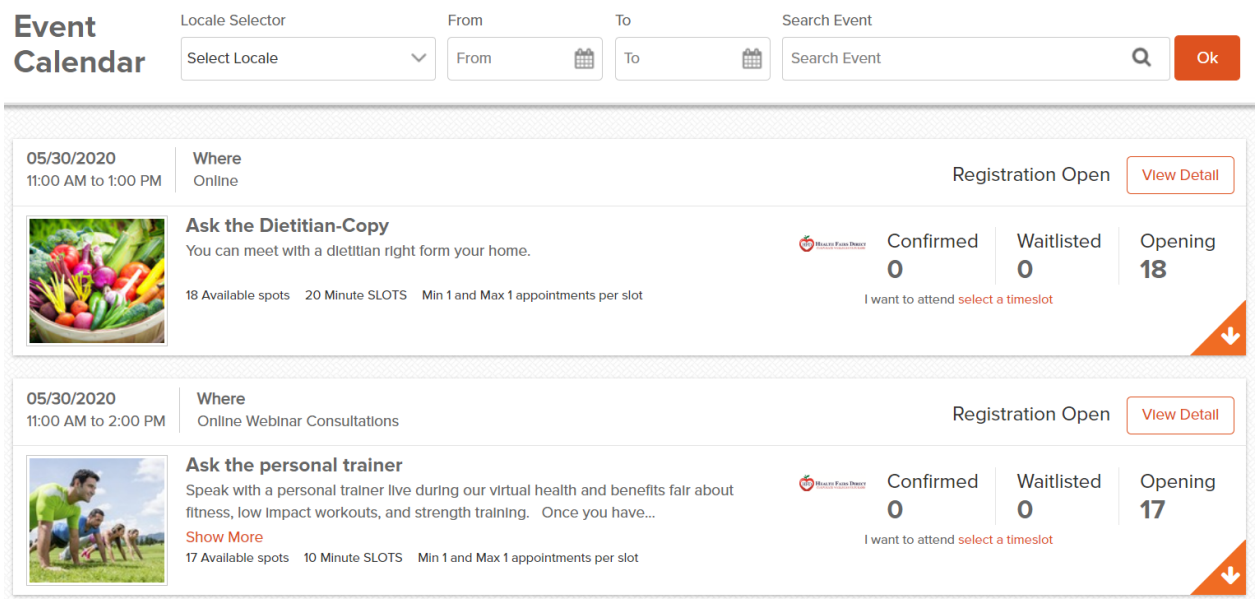
Employees can enter rooms with live chats, online classes, challenges, demos, games or virtual information.



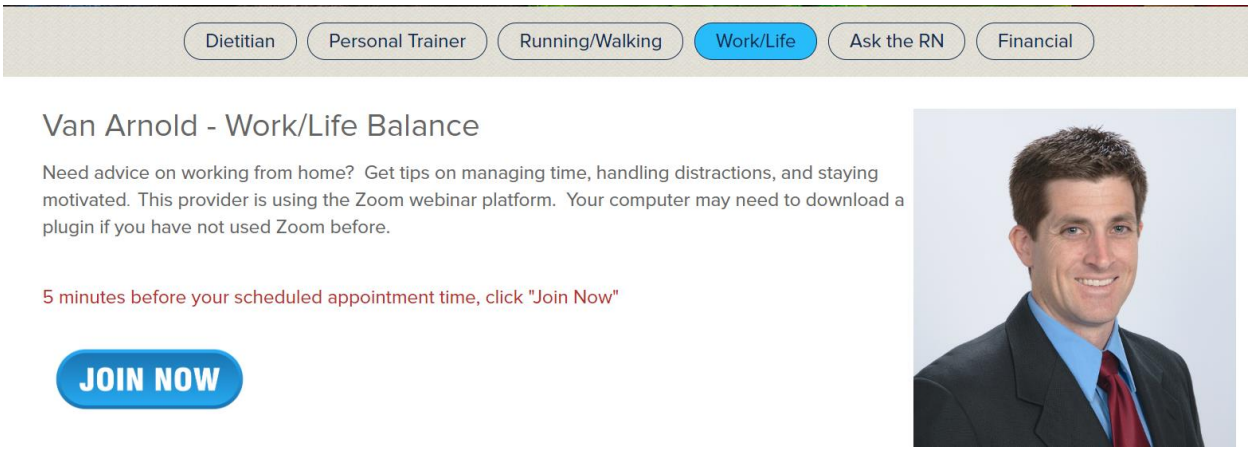


Participating in the event

Register for classes and consultations online prior to the event

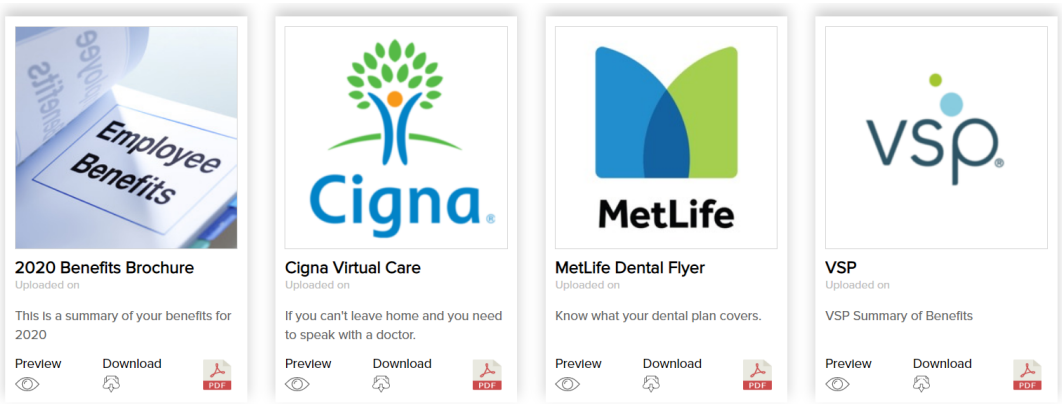


Select your professional and Click “Join Now” to enter the live chat rooms

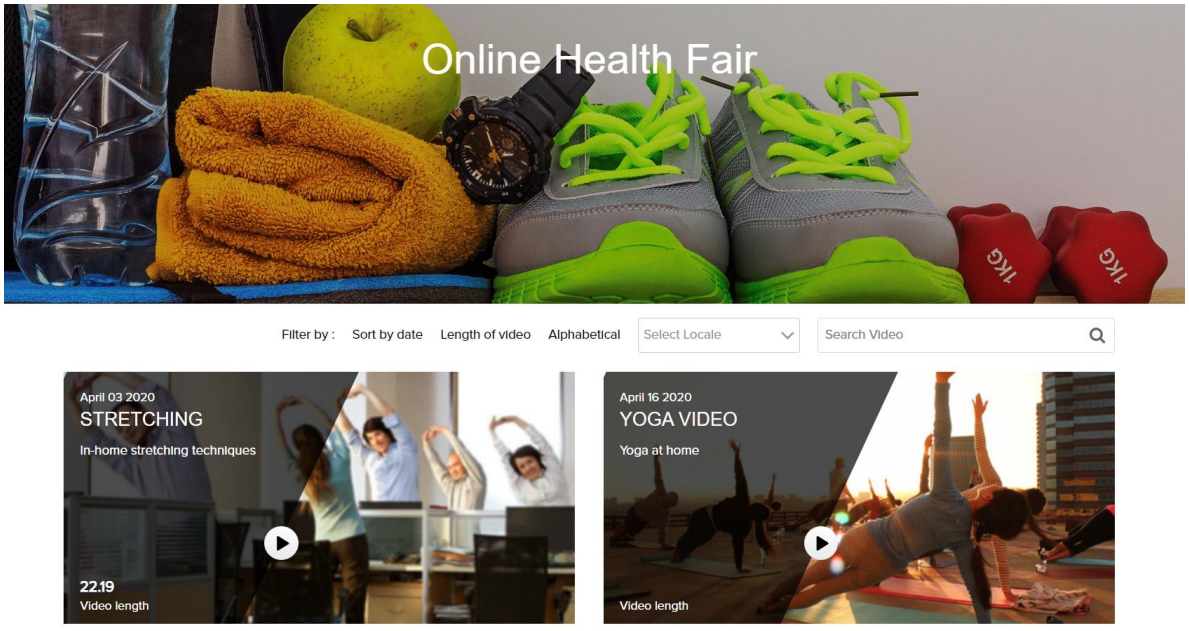


Learning Library

We can post any benefit and HR documents that you want employees to have access too

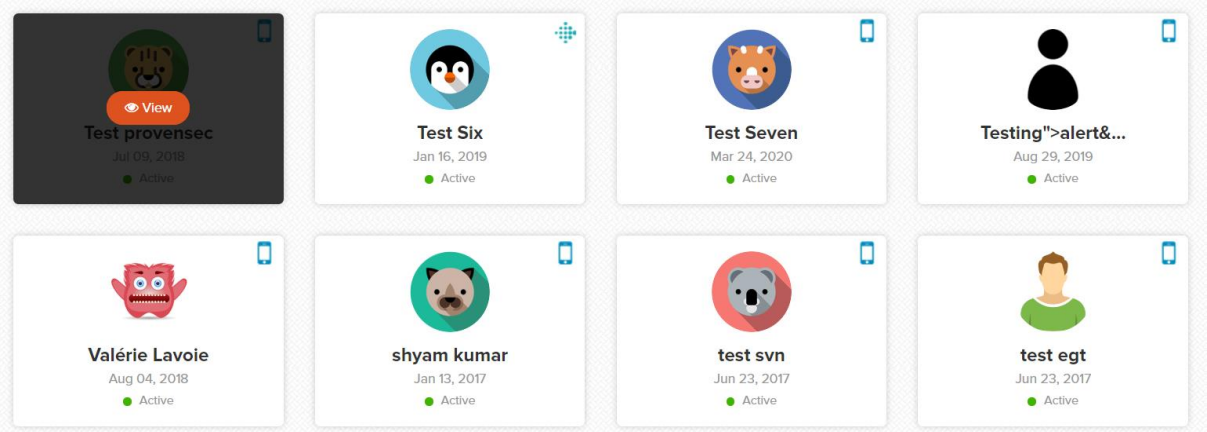


In addition, we can post our own education videos and materials pertaining to any health topic you desire.



Reporting

Pull on demand reports for health fair attendance, challenge participation, and event sign ups. Live professionals can also keep track of employees who enter their chat rooms.



Test Too testtoo@ewhub.com View Tracker	testtoo Screen Name	10th Rank
test svn testsvn@ewhub.com View Tracker	testsvn Screen Name	11th Rank
test egt testegt@mailinator.com View Tracker	testegt Screen Name	12th Rank
Test Six test6@ewhub.com View Tracker	test6 Screen Name	13th Rank
Test Four testfour@ewhub.com View Tracker	test4 Screen Name	14th Rank
Test Three testthree@ewhub.com View Tracker	test3 Screen Name	15th Rank
shyam kumar shyam@mailinator.com View Tracker	shyamkuamr Screen Name	16th Rank
Ngoc Tran ngoc-anh.tran@servicesource.org View Tracker	servicesource Screen Name	17th Rank

Client Service Proposal

CLIENT

Williamson County
710 Main Street Georgetown, TX
78626

BILL TO:

Williamson County
710 Main Street Georgetown, TX
78626

Services	Date and Time	Rate
Employee Wellness Hub Health Week	October 5th – October 9th	$2200
Employee Wellness Hub 2nd week (videos and information)	October 13th – October 17th	$250
Daily Steps Challenge (1 week)	October 5th – October 9th	Included
Daily Hydration Challenge (1 week)	October 5th – October 9th	Included
Daily Chat Board	October 5th – October 9th	$150
Benefit Quiz/Scavenger Hunt	October 5th – October 9th	$150
Healthy Happy Hour	October 9th	$350
Diabetes Webinar	Single Day	$250
Stress Management Webinar	Single Day	$250
Cooking Demo	Single Day	$450
HFP Financial Webinar	Single Day	$0
Office Yoga Workshop	Single Day	$250
HR Dept Live Link	October 5th – October 9th	Included
UHC Webinars/Real Appeal	October 5th – October 9th	Included
TCDRS Webinar	Single Day	Included
Nationwide 457B Webinar	Single Day	Included
Deer Oaks Webinar	Single Day	Included
"Met Life Webinar – Importance of Voluntary Benefits"	Single Day	Included
Totals		**$4300**

ADDITION COMMENTS:

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency "FEMA" Requirements)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, 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 AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Health Fairs Plus, LLC** (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or 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. Vendor Quote dated _____;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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 Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

VIII.

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

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended): Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: 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:	Vendor:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: July 24th , 2020

Commissioners Court - Regular Session **63.**

Meeting Date: 08/04/2020

Covid-19 ILA

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 the Williamson County Private Psychiatric Hospital Beds Necessary During COVID-19 Interlocal Agremeent with Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (BTCS).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bluebonnet Trails ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:30 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:23 AM

Final Approval Date: 07/30/2020

WILLIAMSON COUNTY
PRIVATE PSYCHIATRIC HOSPITAL BEDS
NECESSARY DURING COVID-19
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) to access Private Psychiatric Hospital Beds during the coronavirus pandemic (COVID-19) supporting admissions from Williamson County healthcare providers and law enforcement is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas contracts with Local Mental Health Authorities (LMHAs)and Local Intellectual and Developmental Disability Authorities (LIDDAs) to ensure provision of mental health and intellectual and disability services throughout the 254 counties in Texas; and,

WHEREAS, the State of Texas contracts with LMHAs to address the mental health needs of persons in crisis requiring the intensive services available through private psychiatric hospitals; and

WHEREAS, BTCS is an LMHA awarded state funding supporting 5.3 beds per day through the state private psychiatric hospital bed (PPB) funding, supporting residents of eight counties in Central Texas including Williamson County; and

WHEREAS, the Governor of Texas issued a proclamation on March 13, 2020 and Emergency Order GA-08 on March 19, 2020, declaring a state of disaster for all counties in Texas due to COVID-19; and,

WHEREAS, the Coronavirus Aid, Relief and Economic Security (CARES) Act signed into law by President Donald Trump on March 27, 2020 provides direct economic assistance for relief from COVID-19; and

WHEREAS, the County received federal support through the CARES Act providing direct economic assistance in Williamson County for relief from COVID-19; and

WHEREAS, the County awarded BTCS funding from the CARES Act for access to psychiatric hospital beds for persons admitted from Williamson County when the admission exceeds the 5.3 state-funded beds per day as a result of the escalated needs attributed to COVID-19; and

WHEREAS, BTCS has contracted with private psychiatric hospitals to ensure availability of the intensive level of psychiatric care for persons admitted from Williamson County healthcare providers and law enforcement agencies; and

WHEREAS, the above-mentioned responsibilities and resources of the County and BTCS have resulted in agreement on certain areas, including providing access to private hospital beds; and

WHEREAS, this agreement addresses coordination of services in Williamson County and conforms to Governor Greg Abbott's Emergency Order 8, Orders to Mitigate Spread of Covid-19 in Texas, and the federal CARES Act issued by President Donald Trump; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective March 16, 2020 and shall continue thereafter in force until December 31, 2020, unless terminated prior to such time in accordance with the termination provision of this Agreement.

2. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachment A, made a part of this Agreement.

3. CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing access to private psychiatric hospital beds for admissions from Williamson County during the pandemic.

4. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than thirty (30) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

5. MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than designated members of the BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party

disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.
- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement during the annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET

GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

(signatures on following pages)

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____

Printed Name: Andrea Richardson

Title: Executive Director

Date: July 24, 2020

Attachment A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the provision of private psychiatric hospital beds to individuals admitted by Williamson County healthcare providers or law enforcement agencies,

I. SCOPE OF SERVICES

A. BTCS will coordinate with the Williamson County healthcare provider or law enforcement agent to secure a private psychiatric hospital bed at the authorized rate of $625.00 per bed day, the rate established in the contract between BTCS and the admitting private psychiatric hospital.

B. BTCS will collaborate with the private psychiatric hospital on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.

C. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

D. BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.

E. If requested by County,

1. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by BTCS providers.
2. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days exceeding the 5.3 beds per day funded through a competitive award to BTCS by the Texas Health and Human Services Commission (HHSC). BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Private Psychiatric Hospital Bed	At cost: $625.00/day
Protective Personal Equipment (including masks, gowns and disinfectant to safely serve Williamson County residents during COVID-19)	At cost

III. TERM OF AGREEMENT

The services under this Attachment A are to begin March 16, 2020 and shall terminate December 31, 2020. This Agreement may be terminated by either party with a 30-day written notice to the corresponding party. The services provided within the scope of this attachment will not exceed $500,000.00 (five hundred thousand dollars) for the period of the agreement.

IV. PROMPT PAYMENT POLICY.

County agrees to pay the reimbursements described herein in accordance with Chapter 2251, V.T.C.A., Texas Government Code. Any payment to be made by the County to Developer will be made within thirty (30) days of the date the County receives a correct invoice for the services provided, whichever is later. BTCS 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 BTCS about the goods delivered or the service performed that cause the payment to be late; or

(b) There is a bona fide dispute between BTCS and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

(c) The invoice is not mailed to the County in strict accordance with any instruction on the purchase order relating to the payment.

V. AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the BTSC agree that the BTSC is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. BTSC, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.

2.2 Single Audit Act. The reimbursements described herein are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. BTSC agrees to comply with the above.

2.3 Allowable Expenditures. The BTSC agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The BTSC shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are as permitted in this Agreement.

2.4 County Audit. The Agency agrees to allow the County to review BTSC records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.

V.OTHER PROVISIONS

All other provisions of the Interlocal Agreement between County and BTCS will guide this Attachment including Governor Greg Abbott's Emergency Order GA-08 and subsequent emergency orders; and all requirements of the CARES Act..

In signing this agreement, BTCS and County affirm their mutual goal is to provide crisis intervention through access to private psychiatric beds supporting the behavioral health needs of individuals and their families during COVID-19.

(signatures on the following page)

Bluebonnet Trails Community Services

Andrea Richardson, Executive Director

July 24, 2020
Date

Williamson County, Texas

Judge William Gravell, Jr.

Date

ATTEST:

Nancy Rister, County Clerk

Commissioners Court - Regular Session **64.**

Meeting Date: 08/04/2020

Leavitt Amd

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a first amended engagement letter agreement between The Law Office Of Randy Leavitt and Williamson County regarding legal representation of Williamson County and the members of the Williamson County Commissioners Court in relation to Troy Mansfield v. Williamson County, Case: 1:18-cv-00049-ML in the United States District Court for the Western District of Texas; and other potential litigation matters as requested by the Williamson County Commissioners Court and its General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amd Engagement Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:41 PM
Form Started By: Hal Hawes		Started On: 07/29/2020 01:10 PM
Final Approval Date: 07/29/2020		

THE LAW OFFICES OF RANDY T. LEAVITT
1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Board Certified - Criminal Law
Texas Board of Legal Specialization

Telephone: (512) 476-4475
Facsimile: (512) 542-3372

July 29, 2020

Williamson County Commissioners Court
Judge Bill Gravell
Williamson County Courthouse, Suite 101
710 S. Main St.
Georgetown, TX 78626

Re: First Amended Legal Representation regarding matters related to *Troy Mansfield v. Williamson County*, Case: 1:18-cv-00049-ML in the United States District Court for the Western District of Texas; and other potential litigation matters as requested by the Court Williamson County Commissioners Court and its General Counsel

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firm to represent you in connection with the above reference matter. I will be representing you in this matter pursuant to the following terms:

Scope of Engagement and Services. You have requested that I provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to the above referenced lawsuit and other potential litigation matters as requested by the Court Williamson County Commissioners Court and its General Counsel in advising, counseling, investigating the law and facts, and defending the County against the asserted claims in the aforementioned lawsuit and other litigation matters. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm if I am not available to assist with this matter when necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

Fees. I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other

representations. My hourly rate is $500.00 per hour and I invoice in one quarter hour (.25) increments. I will be assisted on this case by Eric Nichols, Karson Thompson and other associates of the firm Butler | Snow, LLP and Ken Ervin of Leavitt | Tibbe | Ervin. Mr. Nichols will bill at the rate of $500.00 per hour. Mr. Thompson will bill at the rate of $350 per hour and Mr. Ervin at the rate of $300 per hour. Any associates at Butler | Snow will bill at the rate of $350.00. From time to time I may need to associate other attorneys on this matter but will not do so without the express written approval of the Williamson County Commissioners Court. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of $150 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered on a monthly basis.

Expenses. I do not charge for such ordinary office expenses as long-distance, telephone calls and facsimiles. Other direct out of pocket expenses including but not limited to, investigators, experts, consultants, outside copying services, filing fees, delivery fees and travel expenses (outside Travis/Williamson counties)), are reimbursable.

Attorney Work Product. All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

Retention of Files. Upon the conclusion of your case, the originals and copies of the original documents that have been delivered to the firm in the discovery process of your case must be picked up within 30-days after the conclusion of this proceeding. If they are not, the firm reserves the right to dispose of the documents. You will have been supplied a copy of all pleadings, correspondence and most exhibits that were prepared or used in your case. The firm will maintain a digital record of much of the file. If you desire a copy of the digital file, you should advise the firm at the time your case is concluded.

Termination of Representation. You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

Standard of Conduct. On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available at http://www.txethics.org/reference_creed.asp. We intend to abide by the Creed.

Tax ID number. For your reporting purposes, my tax identification number is 33-0999968 and Butler | Snow Tax identification number is 64-0331849.

The terms of this letter agreement may be altered only by a writing signed by each of us. Finally, this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue of any case or controversy arising under or pursuant to this agreement shall be in Travis County, Texas.

The effective date of this agreement is September 25, 2019. Please review this letter and, if it meets with your approval, sign and return a copy to me. Should you have any questions regarding any terms of this agreement please do not hesitate to give me a call. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,

/S/ Randy T. Leavitt

Randy T. Leavitt

Agreed and accepted:

_____
Judge Bill Gravell, County Judge

_____
Date

Commissioners Court - Regular Session **65.**

Meeting Date: 08/04/2020

Terminate Eng Ag Gladstone

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on terminating the engagement agreement with the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., which was previously approved during the November 19, 2019 session of the Williamson County Commissioners Court.

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	07/30/2020 11:17 AM
Form Started By: Hal Hawes		Started On: 07/30/2020 11:13 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **66.**

Meeting Date: 08/04/2020

Germer

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the law firm GERMER PLLC to provide legal consultation to Williamson County on employment and personnel issues; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Germer Eng Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:18 AM
Form Started By: Hal Hawes		Started On: 07/30/2020 11:14 AM
Final Approval Date: 07/30/2020		

GERMER
ATTORNEYS AT LAW

AUSTIN BEAUMONT **HOUSTON**
www.germer.com

LARRY J. SIMMONS
PRINCIPAL
BOARD CERTIFIED
LABOR AND EMPLOYMENT LAW
PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

ljsimmons@germer.com

July 23, 2020

Mr. Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
hhawes@wilco.org

Re: ***Williamson County, Texas – General Legal Consultation***
Germer No. 101889

Dear Hal,

This will confirm our proposal for Germer PLLC to provide general legal consultation to the County on employment and personnel issues, on the following terms:

1. The firm will bill in increments of tenths of an hour, at the following rates:

   a. Principal/Partner $295/hr.;
   b. Senior Associate $250/hr.;
   c. Associate $225/hr.; and
   d. Paralegal $125/hr.

2. We will submit our bills monthly, and you agree to pay our bills within thirty (30) days of receipt.

3. Related expenses will be included on our invoices.

If the County agrees to the foregoing terms, please return a signed copy to my office.

I look forward to assisting you with this matter. Please feel free to call with any questions.

Sincerely,

GERMER PLLC

Larry J. Simmons

LJS/taw

AGREED TO BY:

_____ DATE: _____

By:_____
Williamson County, Texas

Commissioners Court - Regular Session **67.**

Meeting Date: 08/04/2020

Amend Cold Case Task Force and Coalition Project Grant for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to amend the program dates of the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant.

Background

On October 15, 2019, agenda item #41, the Commissioners Court approved the Sheriff's Office to accept an award of $100,000.00 through a grant from the Office of the Governor's Criminal Justice Division's Criminal Justice Program. The grant funds the Cold Case Task Force and Coalition Project, providing the Cold Case Unit with computers, monitors, specialized software, scanners, printer, external hard drives, travel expenses, training expenses and a grant-funded part-time Crime Analyst position.

The approved program dates are October 1, 2019 through September 30, 2020, and we are seeking approval to amend the program dates to October 1, 2019 - December 31, 2020. Because of several factors including the cancellation of in-person coalition meetings and reduced travel due to COVID restrictions, we have a surplus of funds within the grant budget. The additional time will allow us the opportunity to maintain the grant-funded, part-time Criminal Analyst position through the calendar year and allow additional time to fund programs in the grant.

Staff recommends the following action: Approve the Sheriff's Office to amend the program dates of the Cold Case Task Force and Coalition Project through the Criminal Justice Division Criminal Justice Program grant and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:29 PM
Form Started By: Starla Hall		Started On: 07/24/2020 04:07 PM

Final Approval Date: 07/29/2020

Grant Title/Project Name:	Cold Case Task Force and Coalition Project
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Computers, monitors, specialized software, scanners, printer, external hard drives, travel expenses, training expenses and a part-time Crime Analyst.
Describe the purpose of the grant in detail to include all requirements.	This project provided funds for the Cold Case Unit have been used for the following expenses: form a regional Cold Case Task Force Coalition; a part-time Crime Analyst; travel expenses; training expenses; and purchasing computers, monitors, specialized software, scanners, printer and external hard drives.
Select the type of grant your department is applying for:	Federal Pass-thru
What is the amount of the grant?	$100,000.00
Please provide a breakdown of the total cost above.	The following items are included in the budget: $27,000 for computers (desktop and laptops); $6,000.00 for monitors; $5,000.00 for specialized software; $3,000.00 for scanners and a printer; $1,000.00 fo external hard drives; $13,000.00 for travel expenses; $5,000.00 for training expenses and $40,000.00 for a part-time Crime Analyst.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this	

asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	All items will be stored in existing facilities within the Sheriff's Office.
What is the useful life of the item?	The software is license-based and has an annual renewal. The electronic equipment is expected to be in working order for at least 4 years.
Will other agencies be billed for the use of this item	

(e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	Funds for items within this budget will be requested through the normal budget process.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Approximately 35 hours for Information Technology Services to obtain quotes and install all equipment. Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	
ID	54
Version	1.0
Attachments	False
Created	7/22/2020 5:24 PM
Created By	Dana Foster
Modified	7/22/2020 5:24 PM
Modified By	Dana Foster

Commissioners Court - Regular Session **68.**

Meeting Date: 08/04/2020

Captive Replacement Exemption for Jail Camera Software License and Transition to New Server

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Commercial Security Integration for jail camera software license and migration to a new server in the amount of $8,900 and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this purchase will support the operations of the Williamson County Jail. Commercial Security Integration is the current provider of the Genetec software license for the jail camera system. The proposals attached outline the continuation of service for one month to finish out the fiscal year, and a migration from an old server to a new server provided by the Williamson County IT Department. IT has reviewed and approved. This expenditure will be charged to 01.0100.0570.004500. Department contact is Chief Randolph Doyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal 1

Proposal 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:36 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:45 AM
Form Started By: Erica Smith		Started On: 07/28/2020 03:00 PM
Final Approval Date: 07/30/2020		

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

PROPOSAL

TO: Lt. Mark White
Williamson County Jail
306 W 4th Street
Georgetown, TX 78626

DATE: 7/6/2020
PROPOSED BY: Kirk Davidson
TERMS: NET30

RE: Genetec Client License Add

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	10	Genetec Client Connection License	$240.00	$2,400.00
2	1	Trip Charge & Upgrade Instillation	$250.00	$250.00
		PLEASE SEE SPECIAL TERMS AGREEMENT ATTACHED FOR SIGNATURE		
		Total Investment		$2,650.00

Plus sales tax (8.25%)

Proposed By:

Kirk Davidson

Accepted By:

Licensed by the Texas Private Security Bureau. Lic. #B13801

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

Government Entity Special Terms

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date End User 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 End User 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 End User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

- Right to Audit: Commercial Security Integration agrees that End User 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 Genetec which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Commercial Security Integration agrees that End User shall have access during normal working hours to all necessary Genetec facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. End User shall give Commercial Security Integration reasonable advance notice of intended audits.

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

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

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

COMMERCIAL SECURITY INTEGRATION
TRAVIS COUNTY

By: Kirk Davidson

Printed Name: Kirk Davidson

Representative Capacity: President

Date: July 24th, 20 20

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

PROPOSAL

TO: Lt. Mark White
Williamson County Jail
306 W 4th Street
Georgetown, TX 78626

DATE: 6/29/2020
PROPOSED BY: Kirk Davidson
TERMS: NET30

RE: Genetec VMS Migration

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Genetec VMS Migration [existing server to new server provided by Williamson Co IT department]		
2	1	Install the Most Current Version of Genetec Software and Configure for AD User Authentication		
3	1	Enroll Cameras into New System and Configure per Jail Standards		
4	1	Move Patch Panels to 2-Post Rack Close to the Door		
5	65	Total Cost – Not to Exceed This Total – Will Bill Accumulated Hours [65 Hours @ $100.00]		$6,500.00
		PLEASE SEE SPECIAL TERMS AGREEMENT ATTACHED FOR SIGNATURE		
		Total Investment		$6,500.00

Plus sales tax (8.25%)

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

Government Entity Special Terms

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

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

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date End User 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 End User 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 End User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

- Right to Audit: Commercial Security Integration agrees that End User 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 Genetec which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Commercial Security Integration agrees that End User shall have access during normal working hours to all necessary Genetec facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. End User shall give Commercial Security Integration reasonable advance notice of intended audits.

COMMERCIAL SECURITY INTEGRATION

2305 Donley Dr. Suite 109 • Austin, TX 78758 • (512) 372-9500 • (512) 372-8025 FAX

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

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

COMMERCIAL SECURITY INTEGRATION

TRAVIS COUNTY

By: Kirk Davidson

Printed Name: Kirk Davidson

Representative Capacity: President

Date: July 24th, 20 20

Commissioners Court - Regular Session **69.**

Meeting Date: 08/04/2020

CAECD Interlocal for 9-1-1 Database for FY2021

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 Interlocal Contract for Next Generation 9-1-1 Database Program for FY 2021 with the Capital Area Emergency Communications District.

Background

This is the annual contract between Williamson County and CAPCOG (CAECD) for the delivery of 9-1-1 services.It is the County's funding for 9-1-1 Database and Addressing Programs in the Technology Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

9-1-1 GIS Contract Attachments A and B

Williamson County 9-1-1 GIS FY 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/28/2020 02:11 PM
Form Started By: Teresa Baker		Started On: 07/28/2020 01:04 PM
Final Approval Date: 07/28/2020		

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.

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):

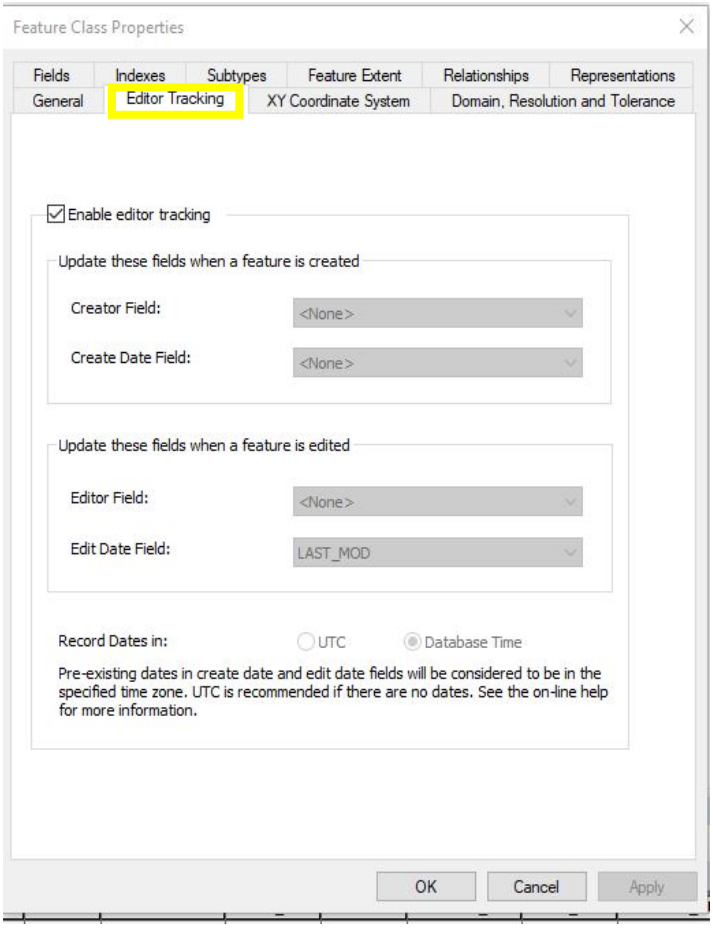
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

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.

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

    1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG 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 CAPCOG 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 CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG 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. CAPCOG 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 CAPCOG, PUBLIC AGENCY agrees that CAPCOG 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 October 1, 2020, and terminates on September 30, 2021, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $398,309.05.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

October 1 – December 31, 2020: $99,577.27, invoice due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: $99,577.26, invoice due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: $99,577.26, invoice due by close of business, Thursday, July 8, 2021; and

July 1 – September 30, 2021: $99,577.26, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

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 CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG 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. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAPCOG 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 CAPCOG, 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 CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG 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 CAPCOG.

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 CAPCOG 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, CAPCOG 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. CAPCOG 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. CAPCOG 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 CAPCOG 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. CAPCOG 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 CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG'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 CAPCOG'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 CAPCOG 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, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG 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 CAPCOG 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. CAPCOG'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 CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG'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 CAPCOG'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 COUNCIL OF GOVERNMENTS
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of County Governing Body Approval:

_____

Commissioners Court - Regular Session **70.**

Meeting Date: 08/04/2020

Awarding RFQ 2727-1 Planning and Design of Park Bond Projects - Expo

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2727-1 Planning and Design of Park Bond Projects (Expo Center Project #A) to the overall most qualified firm Parkhill, Smith & Cooper, Inc. dba Schrickel Rollins PSC and authorizing execution of the agreement. Funding source P562.

Background

Purchasing solicited sealed statements of qualifications for the planning and design of projects related to the 2019 Park Bond. Forty-four (44) firms participated in the solicitation, of which ten (10) firms submitted a response. An evaluation was held for each of the projects defined in the RFQ. After evaluation of Project A, it was determined that PSC was the most qualified to provide the services required by the County for this project. Total award amount is $610,500.00. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation

PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:07 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:12 PM
Purchasing (Originator)	Randy Barker	07/29/2020 09:31 AM
Form Started By: Thomas Skiles		Started On: 06/24/2020 06:52 AM
Final Approval Date: 07/29/2020		

EVALUATION - (A) EXPO CENTER - Planning and Design
RFQ # 2727

Evaluation Criteria	Maximum Score Points	1619	Dunaway	GSC	Halff	M&S	MWM	N&K	PSC	RVi	TBG
Architect, Landscape Architect or Engineer's proposed staff experience/qualifications	30	Did Not Submit	23	26	Did Not Submit	Did Not Submit	Did Not Submit	27	28	Did Not Submit	23
Structural Experience/Qualifications	25	0	18	21	0	0	0	22	23	0	18
Technical Capabilities	25	0	18	21	0	0	0	22	23	0	18
Architectural Reference Check	15	0	10	13	0	0	0	13	14	0	10
Proximity of respondent's headquarters	5	0	5	5	0	0	0	5	5	0	5
TOTAL	100	0	74	86	0	0	0	89	93	0	74

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **Parkhill, Smith and Cooper, Inc.** dba **Schrickel Rollins | PSC** ("A/E")
ADDRESS: **255 N. Center St., Suite 200**
Arlington, TX 76011
PROJECT: **Design and Construct a West Arena and Various Other Improvements to the Williamson County Exposition Center in Taylor, TX** ("Project")

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Design and Construct a West Arena and Various Other Improvements to the Williamson County Exposition Center in Taylor, TX**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Five Hundred Eighty One Thousand, Three Hundred Eighty Eight Dollars ($ 581,388)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges).

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Thousand Eight Hundred Thirteen Dollars ($ 5,814.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for

any Additional Services and charges in an amount more than **Twenty-Three Thousand, Two Hundred Fifty-Six Dollars ($ 23,256.00)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any

right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Parkhill, Smith & Cooper dba **Schrickel Rollins | PSC**
Victor Baxter, RLA
Director of Landscape Architecture & Planning Business Development
255 N. Center Str., Suite 200
Arlington, TX 76011

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Parkhill, Smith & Cooper dba Schrickel Rollins | PSC
255 N. Center Str., Suite 200
Arlington, TX 76011

Attention: Victor Baxter, RLA
Director of Landscape Architecture & Planning Business Development

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. 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 **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day

period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this

Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations,

and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Parkhill, Smith & Cooper
dba Schrickel Rollins | PSC

By: _____
Signature

Mike W. Moss
Printed Name

Vice President
Title

Date Signed: 28 July 2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, opinions of probable construction costs, construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

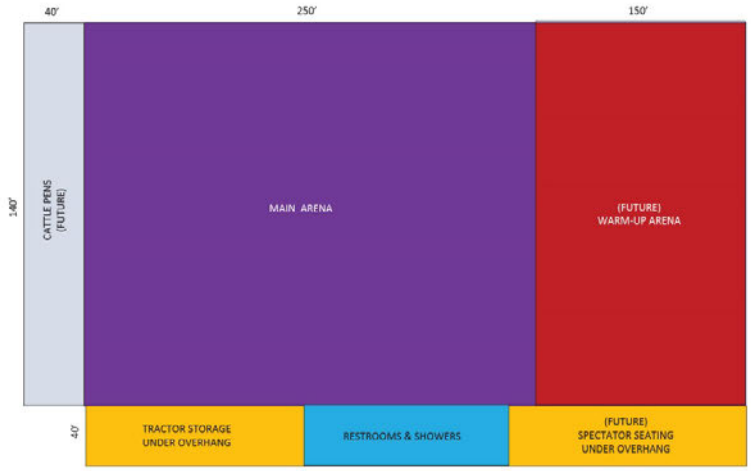
that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

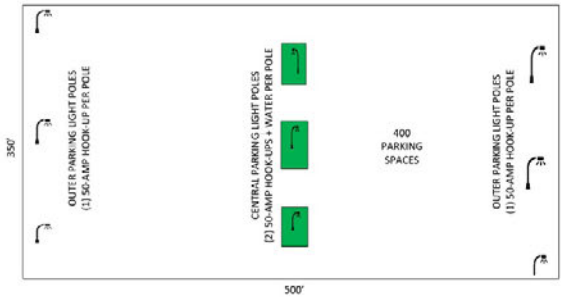
SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail, Taylor, TX 76574
Precinct 4
Program 2020-A

COVERED WEST ARENA



SOUTH EVENT PARKING



LIGHT POLE W/ UTILITIES

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized in Exhibit B - *Fee Schedule / Hourly Rates* of this Agreement or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Analyze Preliminary Scope of Work to verify needs of County.

B. Analyze preliminary construction budget to determine project feasibility.

C. Investigate site/facility and verify known existing or available utility locations.

D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.

E. If building a new structure, determine required foundation design from geotechnical test data.

F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.

G. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.

I. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.

J. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation and site work.

C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.

D. Prepare a Design Development level opinion of probable construction cost in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed opinion of probable construction cost for the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed opinion of probable construction cost shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.

F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).

G. Revise plans, specifications, and opinion of probable construction cost as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. After receipt of bids by County, advise County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. County will make the final decision as to whether a construction contract will or will not be awarded.

C. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following work:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Advise County as to observed work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.

F. Coordinate TAS Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and

is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following work:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and landscape architects in Texas.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Not to Exceed Amount: **$ 581,388** 100%

14%	**Phase I - SCHEMATIC DESIGN**	**$**	**79,516**
19%	**Phase II - DESIGN DEVELOPMENT**	**$**	**109,867**
26%	**Phase III - CONSTRUCTION DOCUMENTS**	**$**	**150,408**
6%	**Phase IV - REGULATORY REVIEWS AND PERMITS**	**$**	**36,217**
4%	**Phase V - BIDDING, AWARD, AND EXECUTION**	**$**	**20,759**
19%	**Phase VI - CONSTRUCTION ADMINISTRATION**	**$**	**107,880**
6%	**Phase VII - PROJECT CLOSE-OUT**	**$**	**32,741**

	Survey	**$**	**44,000**	8%

	SCOPE 1 - WEST ARENA	**$**	**305,189** 52%
	Phase I - SCHEMATIC DESIGN	$	40,804
	Phase II - DESIGN DEVELOPMENT	$	50,683
	Phase III - CONSTRUCTION DOCUMENTS	$	78,418
	Phase IV - REGULATORY REVIEWS AND PERMITS	$	14,022
	Phase V - BIDDING, AWARD, AND EXECUTION	$	15,491
	Phase VI - CONSTRUCTION ADMINISTRATION	$	85,268
	Phase VII - PROJECT CLOSE-OUT	$	20,503

	SCOPE 2 - IMPROVED EVENT PARKING	**$**	**61,716** 11%
	Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT	$	14,459
	Phase III - CONSTRUCTION DOCUMENTS	$	38,914
	Phase IV - REGULATORY REVIEWS AND PERMITS	$	8,343

SCOPE 3 - WIDEN MAIN ARENA	**$**	**38,335**	7%
Phase I - SCHEMATIC DESIGN	$	6,328	
Phase II - DESIGN DEVELOPMENT	$	8,933	
Phase III - CONSTRUCTION DOCUMENTS	$	14,914	
Phase IV - REGULATORY REVIEWS AND PERMITS	$	8,160	
SCOPE 4 - ADD COVERED PAVILIONS TO RV PARK	**$**	**11,860**	2%
Phase I+II - SCHEMATIC DESIGN + DESIGN DEVELOPMENT	$	11,860	
SCOPE 5 - PASSIVE VENTILATION STUDY	**$**	**35,000**	6%
Phase I - Wind Comfort Analysis (Interim Report)	$	21,000	
Phase II - Thermal Comfort Analysis (Interim Report)	$	12,000	
Phase III - FINAL STUDY REPORT	$	2,000	
SCOPE 6 - SITE INFRASTRUCTURE & DRAINAGE	**$**	**85,288**	15%
Phase I - SCHEMATIC DESIGN	$	11,384	
Phase II - DESIGN DEVELOPMENT	$	11,932	
Phase III - CONSTRUCTION DOCUMENTS	$	16,162	
Phase IV - REGULATORY REVIEWS AND PERMITS	$	5,692	
Phase V - BIDDING, AWARD, AND EXECUTION	$	5,268	
Phase VI - CONSTRUCTION ADMINISTRATION	$	22,612	
Phase VII - PROJECT CLOSE-OUT	$	12,238	

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for thefirst month of the Agreement (the index number for the month in which the Agreement 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.

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
January 1, 2020 through December 31, 2020

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$64.00
Trainee	
Design/Engineer Student	
Design/Engineer/Survey Technician	
Administrative Assistant	
Word Processor	
File Specialist	
SUPPORT STAFF II	$107.00
Design/Engineer Student	
Design/Engineer/Survey Technician	
CADD	
Administrative Assistant	
Project Assistant	
Word Processor	
File Specialist	
SUPPORT STAFF III	$117.00
Design/Engineer Student	
Design/Engineer/Controls/Survey Technician	
CADD	
Administrative Assistant	
Project Assistant	
Proposal Editor/Technical Writer	
PROFESSIONAL LEVEL I	
Mechanical & Electrical	$122.00
Civil & Structural	$122.00
Architect	$122.00
Design Intern	
Landscape & Interior	$116.00
Design Intern	
Planner	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Clerical Supervisor	

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$138.00
Civil & Structural	$137.00
Architect	$132.00
Design Intern	
Landscape & Interior	$123.00
Design Intern	
Planner	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Clerical Supervisor	
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$164.00
Civil & Structural	$170.00
Architect	$149.00
Design Intern	
Landscape & Interior	$136.00
Design Intern	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$194.00
Civil & Structural	$198.00
Architect	$184.00
Landscape & Interior	$147.00
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$237.00
Civil & Structural	$239.00
Architect	$223.00
Landscape & Interior	$178.00
Construction Project Manager	
Geologist	
Resident Project Representative	
Technologist	
Project Assistant	
Surveyor	
Client Manager	
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$268.00
Civil & Structural	$257.00
Architect	$248.00
Landscape & Interior	$216.00
Construction Project Manager	
Geologist	
Resident Project Representative	
Technologist	
Surveyor	
Client Manager	
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$288.00
Civil & Structural	$281.00
Architect	$269.00
Landscape & Interior	$242.00
Construction Project Manager	
Resident Project Representative	
Technologist	
Surveyor	

EXHIBIT C

PRELIMINARY WORK SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Nine Hundred Thirteen (913)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	**08/04/20**
Agreement Termination Date	**02/02/23**
Topographic Survey and Base Data Compilation complete	09/18/20

SCOPE 1 - WEST ARENA

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	10/19/20
30% Plans, Specifications and Estimate deliverables	11/20/20
County written authorization to proceed to next phase	12/01/20

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	01/11/21
County written authorization to proceed to next phase	01/22/21

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	03/23/21
County written authorization to proceed to next phase	04/05/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	04/14/21
Plans submittal to TDLR and Permit application submittal to City	04/21/21
Construction Permits received from City	05/21/21

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	05/28/21
County advertises project for Bid	06/11/21
Contract Award	07/12/21

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	07/26/21
Construction Substantial Completion	05/12/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	06/13/22

SCOPE 2 - IMPROVED EVENT PARKING

Phase I+II - SCHEMATIC DESIGN & DESIGN DEVELOPMENT⚜

Preliminary Scope and Budget analysis deliverables	10/19/20
60% Plans, Specifications and Estimate deliverables	01/11/21
County written authorization to proceed to next phase	01/22/21

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	03/23/21
County written authorization to proceed to next phase	04/05/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans, Specifications and Estimate deliverables to County	04/14/21
Plans submittal to TDLR and Permit application submittal to City	04/21/21
Construction Permits received from City	05/21/21

SCOPE 3 - WIDEN MAIN ARENA

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	10/19/20
30% Plans, Specifications and Estimate deliverables	11/20/20
County written authorization to proceed to next phase	12/01/20

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	01/11/21
County written authorization to proceed to next phase	01/22/21

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	03/23/21
County written authorization to proceed to next phase	04/05/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	04/14/21
Plans submittal to TDLR and Permit application submittal to City	04/21/21
Construction Permits received from City	05/21/21

SCOPE 4 - ADD (2) COVERED PAVILLIONS TO RV PARK

Phase I+II - SCHEMATIC DESIGN + DESIGN DEVELOPMENT COMBINED

Preliminary Scope and Budget analysis deliverables	10/19/20
60% Plans, Specifications and Estimate deliverables	01/11/21
County written authorization to proceed to next phase	01/22/21

SCOPE 5 - PASSIVE VENTILATION STUDY

Phase I - DRAFT STUDY REPORT⚜

Wind Comfort Analysis (Interim Report)	11/06/20
Thermal Comfort Analysis (Interim Report)	11/20/20
County written authorization to proceed to next phase	12/02/20

Phase II - FINAL STUDY REPORT⚜

Complete Report deliverables	12/16/20

SCOPE 6 - SITE INFRASTRUCTURE & DRAINAGE

Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	10/19/20
30% Plans, Specifications and Estimate deliverables	11/20/20
County written authorization to proceed to next phase	12/01/20
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	01/11/21
County written authorization to proceed to next phase	01/22/21
Civil Site Development Permit application submittal to City	02/19/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	03/23/21
County written authorization to proceed to next phase	04/05/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	04/14/21
Plans submittal to TDLR and Permit application submittal to City	04/21/21
Site Development and Construction Permits received from City	05/21/21
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	05/28/21
County advertises project for Bid	06/11/21
Contract Award	07/12/21
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	07/26/21
Construction Substantial Completion	05/12/22
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	06/13/22

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Parkhill, Smith & Cooper dba **Schrickel Rollins | PSC**

Signature of Certifying Official

Mike W. Moss
Printed Name of Certifying Official

Vice President
Title of Certifying Official

29 July 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 Whitney Prather the 28th day of July, 2020, on behalf of said ~~firm~~.

Whitney Leigh Prather
My Commission Expires
07/18/2021
ID No. 131211954

Whitney Prather
Notary Public in and for the
State of Texas

My commission expires: 07/2021

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2020

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant		
	PHONE (A/C, No, Ext): (214) 503-1212	**FAX (A/C, No):** (214) 503-8899	
	E-MAIL ADDRESS: certificatedallas@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Travelers Casualty and Surety Company		19038
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th St. Lubbock TX 79423	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 55988068 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		✓	106653747	1/10/2020	1/10/2021	Per Claim Annual Aggregate	$2,000,000 $4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.

RE: 2020 WILCO Parks Bond Program A P562 RFQ 2727-1

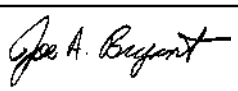
CERTIFICATE HOLDER

Williamson County
3101 SE Inner Loop
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Joe Bryant

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2020

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

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

PRODUCER	CONTACT NAME: Dee Bartlett	
Sanford & Tatum Insurance Agency	PHONE (A/C, No, Ext): (806) 792-5564	FAX (A/C, No): (806) 792-9344
PO Box 64790	E-MAIL ADDRESS: bartlettd@sanfordtatum.com	
Lubbock TX 79464	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Ins. Co	25615
INSURED	INSURER B : Travelers Property Casualty Co. of America	25674
Parkhill, Smith & Cooper, Inc.	INSURER C : Travelers Casualty Ins. Co. of America	19046
4222 85th Street	INSURER D :	
	INSURER E :	
Lubbock TX 79423	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19/20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			P-630-5H948872-COF-19	09/30/2019	09/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-4N167444-19-43-G	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5H948872-19-43	09/30/2019	09/30/2020	EACH OCCURRENCE AGGREGATE [ ]	$ 6,000,000 $ 6,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5H948872-19-43	09/30/2019	09/30/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 2020 WILCO Parks Bond Program A P562; The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability, Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the Named Insured requests cancellation.

CERTIFICATE HOLDER

Williamson County
100 Wilco Way
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Diana Tatum

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

© 2008 The Travelers Companies, Inc.

i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

© 2008 The Travelers Companies, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft– 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Compa ny. All rights reserved .
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

POLICY NUMBER: P-630-5H948872-COF-19 ISSUE DATE: 10-15-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:

THE ADDRESS FOR THAT PERSON OR
(CONTINUED ON IL T8 03)
LUBBOCK
TX
79423

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

© 2011 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: BA-4N167444-19-43-G ISSUE DATE: 10-08-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

© 2011 The Travelers Indemnity Company. All rights reserved.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-5H948872-19-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (B)

POLICY NUMBER: UB-5H948872-19-43-G

AMENDED CANCELLATION CONDITION ENDORSEMENT

The following modifies **PART SIX – CONDITIONS**, **D. Cancellation**, Paragraph **2.**, or any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy, we will mail or deliver to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:

a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or

b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by_____

DATE OF ISSUE: 10-15-19 ST ASSIGN:

© 2018 The Travelers Indemnity Company. All rights reserved.

Commissioners Court - Regular Session **71.**

Meeting Date: 08/04/2020

Awarding RFQ 2727-2-5-6-7 Planning and Design of Park Bond Projects - Berry Springs and Trails

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2727-2-5-6-7 Planning and Design of Park Bond Projects (Berry Springs Park, Project #B, Design and Extension of the Southwest Regional Trail, Project #D1 & D2, and Planning the Extension of Brushy Creek Trail, Project #D3) to the overall most qualified firm Halff Associates, Inc. and authorizing execution of the agreement. Funding sources P559 (B), P553 (D1), P558 (D2), P561 (D3).

Background

Purchasing solicited sealed statements of qualifications for the planning and design of projects related to the 2019 Park Bond. Forty-four (44) firms participated in the solicitation, of which ten (10) firms submitted a response. An evaluation was held for each of the projects defined in the RFQ. After evaluation of Projects B and D1-D3, it was determined that Halff was the most qualified to provide the services required by the County for these projects. Total award amount is $500,000.00. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation
PSA
PSA
PSA
PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:09 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:14 PM
Purchasing (Originator)	Randy Barker	07/29/2020 09:32 AM
Form Started By: Thomas Skiles		Started On: 06/24/2020 06:57 AM
Final Approval Date: 07/29/2020		

EVALUATION - (B) BERRY SPRINGS, Trails (Redbud, SW/LG, SW/BCRT) - Planning and Design
RFQ # 2727

Evaluation Criteria	Maximum Score Points	1619	Dunaway	GSC	Halff	M&S	MWM	N&K	PSC	RVi	TBG
Architect, Landscape Architect or Engineer's proposed staff experience/qualifications	30	28	24	30	30	26	22	26	27	21	28
Structural Experience/Qualifications	25	17	24	25	19	21	15	21	22	17	25
Technical Capabilities	25	22	23	10	25	10	20	10	24	20	20
Architectural Reference Check	15	15	10	5	15	1	10	10	14	10	10
Proximity of respondent's headquarters	5	5	5	5	5	5	5	5	5	5	5
TOTAL	100	87	86	75	94	63	72	72	92	73	88

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **Halff Associates, Inc., ("A/E")**
ADDRESS: **9500 Amberglen Blvd.**
Bldg. F, Suite 125
Austin, TX 78729-1102
PROJECT: **Design and Construct a Park Headquarters and Various Other Improvements to Berry Springs Park ("Project")**

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Design and Construct a Park Headquarters and Various Other Improvements to Berry Springs Park**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

D. Work Authorizations. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit G** to this Agreement to authorize A/E to perform one or more items of Basic Services. Each Work Authorization will include a description of the specific items of Basic Services to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E and the Basic Fee to be paid for such items of Basic Services to be performed under the applicable Work Authorization. The Work Authorizations shall not waive A/E's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All work must be completed on or before the date specified in the Work Authorization. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in

completion of the Work Authorization. Should the review times or Basic Services to be performed under the applicable Work Authorization take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

A/E acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Basic Services required herein so that the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, A/E shall proceed with sufficient qualified personnel and subconsultants necessary to fully and timely accomplish all Basic Services required under this Agreement in a professional manner.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Sixty-Seven Thousand, Four Hundred One Dollars ($ 67,401)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). Any amounts paid or payable to A/E shall be paid solely pursuant to a validly issued Work Authorization or Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Basic Fee. In no event may the aggregate amount of compensation authorized under Work Authorizations, and any Supplemental Work Authorizations related thereto, exceed the Basic Fee.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Seventy-Four Dollars ($ 674)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Two Thousand Six Hundred Ninety-Six Dollars ($ 2,696)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and

Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
M. James Hemenes, PLA, ASLA, CPRE, Director of Landscape Architecture
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Attention: M. James Hemenes, PLA, ASLA, CPRE
Team Leader
Director of Landscape Architecture

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, 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 **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

   If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E,

who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on

a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall

be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E

certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance

to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum

coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of

making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals,

bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges

that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: _____
Signature

N. James Hennekes
Printed Name

Director of Landscape Arch / Teamlead
Title

Date Signed: 7/28/2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment / Exhibit C – *Production Schedule*. Contractor

shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder

structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Basic Scope of Services includes Planning, Design and Construction Administration Services for multiple buildings, parking lots, and trails within the park.

Detailed Basic Scope of Services shall be defined in **Attachment A** of each Work Authorization.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement 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.

A/E and Subconsultant individual hourly rate schedules attached below:

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

HALFF

2020 Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	97.00
	II	119.00
	III	169.00
	IV	219.00
	V	291.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Intern		63.00

Jim Rodgers

Public Outreach, Special Projects and Operations & Maintenance Consultant

Labor Rate Schedule

Labor Category	Billing Rate/hr
Professional Consulting Services	250.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Signature of Certifying Official

M. James Hemenes

Printed Name of Certifying Official

PRIN. OF L.A. / TEAM LEAD

Title of Certifying Official

7/28/2020

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 M. James Hemenes the PRIN. OF L.A. / TEAM LEAD of HALFF ASSOCIATES, INC., on behalf of said firm.

DEBORAH HOPE
Notary Public, State of Texas
Comm. Expires 01-17-2022
Notary ID 11265688

Deborah Hope

Notary Public in and for the
State of Texas

My commission expires: 1-17-2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2020

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

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

PRODUCER Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	**CONTACT NAME:** Stefani Pegram **PHONE (A/C, No, Ext):** 972-581-4915 **FAX (A/C, No):** 972-581-4850 **E-MAIL ADDRESS:** spegram@bellgroup.com
INSURED HALFASI-01 Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Ins. Co. 20478 **INSURER B :** Amer. Casualty Co of ReadingPA 20427 **INSURER C :** Allied World Surplus Lines 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1406336302 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6049909053	7/12/2020	7/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6049909036	7/12/2020	7/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6049909067	7/12/2020	7/12/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab. Claims Made			0311-3813	7/12/2020	7/12/2021	Per Claim Aggregate	2,000,000 2,000,000

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

PSA - Williamson County Park Bond Projects
Williamson County Purchasing Department, its directors, officers and employees and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability. General Liability is primary non-contributory if required by written contract. Waiver of Subrogation in favor of Additional Insureds with respect General Liability, Auto Liability and Workers Compensation if required by written contract. Umbrella Liability follows underlying policies. 30 Day notice of cancellation applies except 10 days non pay.

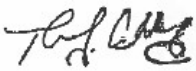
CERTIFICATE HOLDER

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G

(To Be Completed and Executed After Agreement Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated _____and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and _____, ("A/E").

PART 1. A/E shall provide the following Planning, Design, and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for services under this Work Authorization without modification is **$**_____, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 _____, as set forth in **Attachment C** of this Work Authorization. The Planning, Design, and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority

sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:	**COUNTY:**
_____	Williamson County, Texas
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **Halff Associates, Inc.** ("A/E")
ADDRESS: **9500 Amberglen Blvd.**
Bldg. F, Suite 125
Austin, TX 78729-1102
PROJECT: **Plan, Design, and Construct a Trail Extension from Southwest Regional Park to Brushy Creek Trail** ("Project")

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Plan, Design, and Construct a Trail Extension from Southwest Regional Park to Brushy Creek Trail**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

D. Work Authorizations. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit G** to this Agreement to authorize A/E to perform one or more items of Basic Services. Each Work Authorization will include a description of the specific items of Basic Services to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E and the Basic Fee to be paid for such items of Basic Services to be performed under the applicable Work Authorization. The Work Authorizations shall not waive A/E's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All work must be completed on or before the date specified in the Work Authorization. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in

completion of the Work Authorization. Should the review times or Basic Services to be performed under the applicable Work Authorization take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

A/E acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Basic Services required herein so that the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, A/E shall proceed with sufficient qualified personnel and subconsultants necessary to fully and timely accomplish all Basic Services required under this Agreement in a professional manner.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Sixty-Eight Thousand, One Hundred Dollars ($ 68,100)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). Any amounts paid or payable to A/E shall be paid solely pursuant to a validly issued Work Authorization or Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Basic Fee. In no event may the aggregate amount of compensation authorized under Work Authorizations, and any Supplemental Work Authorizations related thereto, exceed the Basic Fee.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Eighty-One Dollars ($ 681)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Two Thousand, Seven Hundred Twenty-Four Dollars ($ 2,724)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and

Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
M. James Hemenes, PLA, ASLA, CPRE, Director of Landscape Architecture
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Attention: M. James Hemenes, PLA, ASLA, CPRE
Team Leader
Director of Landscape Architecture

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, 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 **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

   If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal

notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of

County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are

directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals,

bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of

similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: _____
Signature

M. JAMES HERMENES
Printed Name

DIR. OF LAND. ARCH / TEAM LEAD
Title

Date Signed: 7/28/2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment / Exhibit C – *Production Schedule*. Contractor shall prepare

and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder

structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Basic Scope of Services includes Planning, Design and Construction Administration Services for a trail extension between the southern terminus of the Jim Rogers Trail within the Southwest Regional Park to an undetermined connection point along Brushy Creek Trail.

Detailed Basic Scope of Services shall be defined in **Attachment A** of each Work Authorization.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement 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.

A/E and Subconsultant individual hourly rate schedules attached below:

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

HALFF

2020 Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	97.00
	II	119.00
	III	169.00
	IV	219.00
	V	291.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Intern		63.00

Jim Rodgers

Public Outreach, Special Projects and Operations & Maintenance Consultant

Labor Rate Schedule

Labor Category	Billing Rate/hr
Professional Consulting Services	250.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Signature of Certifying Official

M. James Hermenes

Printed Name of Certifying Official

Dir of L.A. / Team Lead.

Title of Certifying Official

7/28/2020

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 M. James Hermenes the Dir of L.A. / Team Lead of Halff Associates, Inc., on behalf of said firm.

DEBORAH HOPE
Notary Public, State of Texas
Comm. Expires 01-17-2022
Notary ID 11255688

Deborah Hope

Notary Public in and for the
State of Texas

My commission expires: 1-17-2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2020

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

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

PRODUCER Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	**CONTACT NAME:** Stefani Pegram **PHONE (A/C, No, Ext):** 972-581-4915 **FAX (A/C, No):** 972-581-4850 **E-MAIL ADDRESS:** spegram@bellgroup.com
INSURED HALFASI-01 Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Ins. Co. 20478 **INSURER B :** Amer. Casualty Co of ReadingPA 20427 **INSURER C :** Allied World Surplus Lines 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1406336302 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6049909053	7/12/2020	7/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6049909036	7/12/2020	7/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6049909067	7/12/2020	7/12/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab. Claims Made			0311-3813	7/12/2020	7/12/2021	Per Claim Aggregate	2,000,000 2,000,000

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

PSA - Williamson County Park Bond Projects
Williamson County Purchasing Department, its directors, officers and employees and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability. General Liability is primary non-contributory if required by written contract. Waiver of Subrogation in favor of Additional Insureds with respect General Liability, Auto Liability and Workers Compensation if required by written contract. Umbrella Liability follows underlying policies. 30 Day notice of cancellation applies except 10 days non pay.

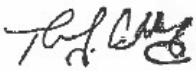
CERTIFICATE HOLDER

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G

(To Be Completed and Executed After Agreement Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated _____and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and _____, ("A/E").

PART 1. A/E shall provide the following Planning, Design, and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for services under this Work Authorization without modification is **$**_____, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 _____, as set forth in **Attachment C** of this Work Authorization. The Planning, Design, and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority

sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:	**COUNTY:**
_____	Williamson County, Texas
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **Halff Associates, Inc.** ("A/E")
ADDRESS: **9500 Amberglen Blvd.**
Bldg. F, Suite 125
Austin, TX 78729-1102
PROJECT: **Plan, Design, and Construct a Trail Extension from Southwest Regional Park to Lake Georgetown** ("Project")

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Plan, Design, and Construct a Trail Extension from Southwest Regional Park to Lake Georgetown**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

D. Work Authorizations. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit G** to this Agreement to authorize A/E to perform one or more items of Basic Services. Each Work Authorization will include a description of the specific items of Basic Services to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E and the Basic Fee to be paid for such items of Basic Services to be performed under the applicable Work Authorization. The Work Authorizations shall not waive A/E's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All work must be completed on or before the date specified in the Work Authorization. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in

completion of the Work Authorization. Should the review times or Basic Services to be performed under the applicable Work Authorization take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

A/E acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Basic Services required herein so that the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, A/E shall proceed with sufficient qualified personnel and subconsultants necessary to fully and timely accomplish all Basic Services required under this Agreement in a professional manner.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Eighty-Eight Thousand, Three Hundred Dollars ($ 88,300)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). Any amounts paid or payable to A/E shall be paid solely pursuant to a validly issued Work Authorization or Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Basic Fee. In no event may the aggregate amount of compensation authorized under Work Authorizations, and any Supplemental Work Authorizations related thereto, exceed the Basic Fee.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Eight Hundred Eighty-Three Dollars ($ 883)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Three Thousand, Five Hundred Thirty-Two Dollars ($ 3,532)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and

Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
M. James Hemenes, PLA, ASLA, CPRE, Director of Landscape Architecture
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Attention: M. James Hemenes, PLA, ASLA, CPRE
Team Leader
Director of Landscape Architecture

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, 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 **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

   If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal

notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of

County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are

directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals,

bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of

similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: _____
Signature

M. James Hemmes
Printed Name

Dir. of Landscape Arch. Team Lead
Title

Date Signed: 7/28/2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment / Exhibit C – *Production Schedule*. Contractor shall prepare

and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder

structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Basic Scope of Services includes Planning, Design and Construction Administration Services for a trail extension between the northern terminus of the Jim Rogers Trail within the Southwest Regional Park to an undetermined connection point along Good Water Loop Trail on the southern bank of Lake Georgetown.

Detailed Basic Scope of Services shall be defined in **Attachment A** of each Work Authorization.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement 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.

A/E and Subconsultant individual hourly rate schedules attached below:

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

HALFF

2020 Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	97.00
	II	119.00
	III	169.00
	IV	219.00
	V	291.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Intern		63.00

Jim Rodgers

Public Outreach, Special Projects and Operations & Maintenance Consultant

Labor Rate Schedule

Labor Category	Billing Rate/hr
Professional Consulting Services	250.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Signature of Certifying Official

M. JAMES HEMENES
Printed Name of Certifying Official

DIR OF L.A. TEAM LEAD
Title of Certifying Official

7/28/2020
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 M. JAMES HEMENES the DIR OF L.A. TEAM LEAD of HALFF ASSOCIATES, INC, on behalf of said firm.

DEBORAH HOPE
Notary Public, State of Texas
Comm. Expires 01-17-2022
Notary ID 11255688

Notary Public in and for the
State of Texas

My commission expires: 1-17-2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2020

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

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

PRODUCER Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	**CONTACT NAME:** Stefani Pegram **PHONE (A/C, No, Ext):** 972-581-4915 **FAX (A/C, No):** 972-581-4850 **E-MAIL ADDRESS:** spegram@bellgroup.com
INSURED HALFASI-01 Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Ins. Co. 20478 **INSURER B :** Amer. Casualty Co of ReadingPA 20427 **INSURER C :** Allied World Surplus Lines 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1406336302 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6049909053	7/12/2020	7/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6049909036	7/12/2020	7/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6049909067	7/12/2020	7/12/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab. Claims Made			0311-3813	7/12/2020	7/12/2021	Per Claim Aggregate	2,000,000 2,000,000

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

PSA - Williamson County Park Bond Projects
Williamson County Purchasing Department, its directors, officers and employees and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability. General Liability is primary non-contributory if required by written contract. Waiver of Subrogation in favor of Additional Insureds with respect General Liability, Auto Liability and Workers Compensation if required by written contract. Umbrella Liability follows underlying policies. 30 Day notice of cancellation applies except 10 days non pay.

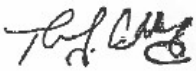
CERTIFICATE HOLDER

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G

(To Be Completed and Executed After Agreement Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated _____and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and _____, ("A/E").

PART 1. A/E shall provide the following Planning, Design, and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for services under this Work Authorization without modification is **$**_____, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 _____, as set forth in **Attachment C** of this Work Authorization. The Planning, Design, and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority

sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:	**COUNTY:**
_____	Williamson County, Texas
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **Halff Associates, Inc.** ("A/E")
ADDRESS: **9500 Amberglen Blvd.**
Bldg. F, Suite 125
Austin, TX 78729-1102
PROJECT: **Plan, Design, and Construct a Trail Extension from Southwest Regional Park to Lake Georgetown** ("Project")

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Plan, Design, and Construct a Trail Extension of the Brushy Creek Trail from Red Bud Ln. in Round Rock, TX to an undetermined Park Trail Connection in Hutto, TX**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

D. Work Authorizations. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit G** to this Agreement to authorize A/E to perform one or more items of Basic Services. Each Work Authorization will include a description of the specific items of Basic Services to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E and the Basic Fee to be paid for such items of Basic Services to be performed under the applicable Work Authorization. The Work Authorizations shall not waive A/E's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All work must be completed on or before the date specified in the Work Authorization. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Basic Services to be performed under the applicable Work Authorization take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

A/E acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Basic Services required herein so that the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, A/E shall proceed with sufficient qualified personnel and subconsultants necessary to fully and timely accomplish all Basic Services required under this Agreement in a professional manner.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Sixty-Two Thousand, Five Hundred Eighty-Five Dollars ($ 62,585)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). Any amounts paid or payable to A/E shall be paid solely pursuant to a validly issued Work Authorization or Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Basic Fee. In no event may the aggregate amount of compensation authorized under Work Authorizations, and any Supplemental Work Authorizations related thereto, exceed the Basic Fee.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay

A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Twenty-Six Dollars ($ 626)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Two Thousand, Five Hundred Three Dollars ($ 2,503)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of

completion to demonstrate incremental the progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
M. James Hemenes, PLA, ASLA, CPRE, Director of Landscape Architecture
9500 Amberglen Blvd.
Bldg. F, Suite 125

Austin, TX 78729-1102

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
9500 Amberglen Blvd.
Bldg. F, Suite 125
Austin, TX 78729-1102

Attention: M. James Hemenes, PLA, ASLA, CPRE
Team Leader
Director of Landscape Architecture

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, 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 **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14

SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement,

including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on

the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: _____
Signature

M. James Hemenes
Printed Name

Dir. of Landscape Arch. / Team Lead
Title

Date Signed: 7/28/2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment / Exhibit C – *Production Schedule*. Contractor shall prepare

and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder

structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Basic Scope of Services includes Planning, Design and Construction Administration Services for a trail extension between the eastern terminus of Brushy Creek Trail near the intersection of Red Bud Lane and CR 123 to an undetermined connection point on the Hutto City trail system.

Detailed Basic Scope of Services shall be defined in **Attachment A** of each Work Authorization.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement 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.

A/E and Subconsultant individual hourly rate schedules attached below:

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

HALFF

2020 Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	97.00
	II	119.00
	III	169.00
	IV	219.00
	V	291.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Intern		63.00

Jim Rodgers

Public Outreach, Special Projects and Operations & Maintenance Consultant

Labor Rate Schedule

Labor Category	Billing Rate/hr
Professional Consulting Services	250.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Signature of Certifying Official

M. James Hemenes

Printed Name of Certifying Official

DIR. OF L.A. / TEAM LEAD

Title of Certifying Official

7/28/2020

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 M. James Hemenes the DIR. OF L.A. / TEAM LEAD of HALFF ASSOCIATES, INC., on behalf of said firm.

DEBORAH HOPE
Notary Public, State of Texas
Comm. Expires 01-17-2022
Notary ID 11255688

Deborah Hope

Notary Public in and for the
State of Texas

My commission expires: 1-17-2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2020

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

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

PRODUCER Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	**CONTACT NAME:** Stefani Pegram **PHONE (A/C, No, Ext):** 972-581-4915 **FAX (A/C, No):** 972-581-4850 **E-MAIL ADDRESS:** spegram@bellgroup.com
INSURED HALFASI-01 Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Ins. Co. 20478 **INSURER B :** Amer. Casualty Co of ReadingPA 20427 **INSURER C :** Allied World Surplus Lines 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1406336302 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6049909053	7/12/2020	7/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6049909036	7/12/2020	7/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6049909067	7/12/2020	7/12/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab. Claims Made			0311-3813	7/12/2020	7/12/2021	Per Claim Aggregate	2,000,000 2,000,000

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

PSA - Williamson County Park Bond Projects
Williamson County Purchasing Department, its directors, officers and employees and any other parties as required by written contract or agreement are included as additional insureds as respects General Liability and Auto Liability. General Liability is primary non-contributory if required by written contract. Waiver of Subrogation in favor of Additional Insureds with respect General Liability, Auto Liability and Workers Compensation if required by written contract. Umbrella Liability follows underlying policies. 30 Day notice of cancellation applies except 10 days non pay.

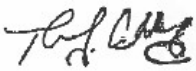
CERTIFICATE HOLDER

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G

(To Be Completed and Executed After Agreement Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated _____and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and _____, ("A/E").

PART 1. A/E shall provide the following Planning, Design, and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for services under this Work Authorization without modification is **$**_____, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 _____, as set forth in **Attachment C** of this Work Authorization. The Planning, Design, and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority

sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:	**COUNTY:**
_____	Williamson County, Texas
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

Commissioners Court - Regular Session **72.**

Meeting Date: 08/04/2020

Awarding RFQ 2727-8 Planning and Design of Park Bond Projects - Brushy Creek Extension

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #2727-8 Planning and Design of Park Bond Projects (Planning of Future Extension of Brushy Creek Trail along Hairy Man Road, Project #E) to the overall most qualified firm RVE, Inc. dba RVi Planning + Landscape Architecture and authorizing execution of the agreement. Funding source P551.

Background

Purchasing solicited sealed statements of qualifications for the planning and design of projects related to the 2019 Park Bond. Forty-four (44) firms participated in the solicitation, of which ten (10) firms submitted a response. An evaluation was held for each of the projects defined in the RFQ. After evaluation of Project E, it was determined that RVi was the most qualified to provide the services required by the County for this project. Total award amount is $625,000.00. Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation

PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/15/2020 02:13 PM
County Judge Exec Asst.	Andrea Schiele	07/15/2020 02:16 PM
Purchasing (Originator)	Randy Barker	07/29/2020 03:38 PM
Form Started By: Thomas Skiles		Started On: 06/24/2020 07:03 AM
Final Approval Date: 07/29/2020		

EVALUATION - (E) BRUSHY CREEK - HAIRY MAN - Planning and Design
RFQ # 2727

Evaluation Criteria	Maximum Score Points	1619	Dunaway	GSC	Halff	M&S	MWM	N&K	PSC	RVi	TBG
Architect, Landscape Architect or Engineer's proposed staff experience/qualifications	30	28	24	30	Did Not Submit	26	22	26	26	26	28
Structural Experience/Qualifications	25	17	24	25	0	21	15	21	22	23	25
Technical Capabilities	25	22	23	10	0	10	20	10	23	25	20
Architectural Reference Check	15	15	10	5	0	1	10	10	14	15	10
Proximity of respondent's headquarters	5	5	5	5	0	5	5	5	5	5	5
TOTAL	100	87	86	75	0	63	72	72	90	94	88

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

FIRM: **RVE, Inc.** dba **RVi Planning + Landscape Architecture** ("A/E")
ADDRESS: **1611 W. 5th St., Suite 175**
Austin, TX 78703
PROJECT: **Plan and Construct Extensions of Brushy Creek Trail along Hairy Man Rd.** ("Project")

THIS AGREEMENT FOR PLANNING, DESIGN, AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **Plan and Construct Extensions of Brushy Creek Trail along Hairy Man Rd.**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

The A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), all fully executed Work Authorizations; all fully executed Supplemental Work Authorizations and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Existing Information. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

C. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
2. Americans with Disabilities Act (ADA)
3. Williamson County Facilities Building Code Adoption List, 2020 edition as updated
4. Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

C. Financial Interest Prohibited. A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural, and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

2. As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

3. The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

D. Work Authorizations. County will prepare and issue Work Authorizations, in substantially the same form set forth herein as **Exhibit G** to this Agreement to authorize A/E to perform one or more items of Basic Services. Each Work Authorization will include a description of the specific items of Basic Services to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and A/E and the Basic Fee to be paid for such items of Basic Services to be performed under the applicable Work Authorization. The Work Authorizations shall not waive A/E's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All work must be completed on or before the date specified in the Work Authorization. A/E shall promptly notify County of any event which will affect completion of the Work Authorization, although such notification shall not relieve A/E from costs or liabilities resulting from delays in

completion of the Work Authorization. Should the review times or Basic Services to be performed under the applicable Work Authorization take longer than shown on the Work Authorization, through no fault of A/E, A/E may submit a timely written request for additional time, which shall be subject to the approval of 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.

A/E acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Basic Services required herein so that the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, A/E shall proceed with sufficient qualified personnel and subconsultants necessary to fully and timely accomplish all Basic Services required under this Agreement in a professional manner.

ARTICLE 5
TIME FOR PERFOMANCE

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C – *Production Schedule*. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

A. Basic Fee. For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Five Hundred Thirty-Nine Thousand, One Hundred Eighty-Four Dollars ($ 539,184)** hereinafter called the "Basic Fee", plus the amount payable under **Article 7** (Additional Services and Charges). Any amounts paid or payable to A/E shall be paid solely pursuant to a validly issued Work Authorization or Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Basic Fee. In no event may the aggregate amount of compensation authorized under Work Authorizations, and any Supplemental Work Authorizations related thereto, exceed the Basic Fee.

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

B. Expenses. A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Fourteen Thousand, Three Hundred Sixty-One Dollars ($ 14,361)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written supplemental agreement, Additional Services compensation based upon the method and rates set forth in **Exhibit B**.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required. Furthermore, in no event will County be obligated to compensate A/E for any Additional Services and charges in an amount more than **Twenty-One Thousand, Five Hundred Sixty-Seven Dollars ($ 21,567)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, and the compensation which is due for Basic Services. For amounts payable under **Article 7** (Additional Services and

Charges) which have not been previously billed or paid, A/E shall submit a sworn statement to County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month plus the amounts payable under **Article 7** (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the documentation and shall pay each statement as set forth in this Article, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

C. Prompt Payment Policy. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to A/E 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. A/E 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:

1. There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

2. There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

3. The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement, an Executed Work Authorization, an executed Supplemental Work Authorization, or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement, Work Authorization, or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

RVE, Inc. dba **RVi Planning + Landscape Architecture**
Barbara Austin, PLA,
Senior Vice President, Director of Park Planning & Design
1611 W. 5th St., Suite 175
Austin, TX 78703

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Work Authorizations, Supplemental Work Authorizations, and Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: RVE, Inc. dba RVi Planning + Landscape Architecture
1611 W. 5th St.., Suite 175
Austin, TX 78703

Attention: Barbara Austin, PLA
Senior Vice President, Director of Park Planning & Design

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services, confer with County at County's election. A/E 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 Basic Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services does not satisfy the terms of the Agreement, applicable Work Authorization, or any Supplemental Work Authorization related thereto, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services, including but not limited to the following:

1. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Basic Services 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

2. Favorable developments or events which enable meeting goals sooner than anticipated in relation to the Agreement, an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Review Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. **Submittal.** Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

2. **Completion.** Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**, 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 **Exhibit A**, or the applicable Work Authorization, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

   If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

3. **Acceptance.** County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

4. **Final Approval.** After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

D. County's Reliance on A/E. A/E'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION, OR APPROVAL BY COUNTY NOR SHALL A/E BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY COUNTY, IT BEING UNDERSTOOD THAT COUNTY, AT ALL TIMES, IS ULTIMATELY RELYING UPON A/E'S SKILL, ABILITY, AND KNOWLEDGE IN PERFORMING THE BASIC SERVICES REQUIRED HEREUNDER.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E thirty (30) calendar days' verbal

notification followed by written confirmation to that effect. Such thirty-day (30) notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than thirty (30) days, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

1. By mutual agreement and consent, in writing, of both parties.

2. By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

4. By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than thirty (30) days written notice to A/E.

5. By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under Subsection (4) 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 A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of the A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into the A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of

County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto. Modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such modifications to a Work Authorization do not also require modifications to the terms of this Agreement (i.e. changes to the overall scope of Basic Services, modification of the Basic Fee, etc.) a Supplemental Agreement will not be required.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

B. Taxes. A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS ARTICLE. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 32**. A/E 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
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

A. Coverage Limits. A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement 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. A/E shall be responsible for payment of premiums for all insurance coverages required under this section. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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. 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, A/E 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 County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

H. Subcontractor/ Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, 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.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing
   100 Wilco Way
   Suite P101
   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 A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing 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. A/E agrees that 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 A/E which are

directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this article. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

A. Time is of the Essence. A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** and the applicable Work Authorization may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor A/E shall be deemed in violation of this Agreement 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 Agreement 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 Agreement 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 planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals,

bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

F. Opinions and Determinations. Where the terms of this Agreement 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of the A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

H. Gender, Number, and Headings. Words of any gender used in this Agreement 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 Agreement.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government 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 Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Agreement.

N. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Engineer understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, 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 Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges

that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has A/E, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
RVE, Inc. dba
RVi Planning + Landscape Architecture

By: Barbara Austin
Signature

Barbara Austin
Printed Name

Senior Vice President
Title

Date Signed: July 28, 2020

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, and engineering practices:

These services may include, but are not limited to, programming, structural, civil, landscape and irrigation, cost estimates, construction administration, master planning, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. County will secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall notify County and County will contact each property owner per Right of Entry agreements prior to any entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. For each Work Authorization, A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Basic Scope of Services includes Planning, Design and Construction Administration Services for trail extensions between the western terminus of Brushy Creek Trail along Hairy Man Rd. to connect to the recently constructed eastern terminus.

Detailed Basic Scope of Services shall be defined in **Attachment A** of each Work Authorization.

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed 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 Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement 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.

A/E and Subconsultant individual hourly rate schedules attached below:

RVi Planning + Landscape Arch.	**Rate/Hr.**
Principal	$250.00
Project Director	$180.00
Project Manager	$150.00
Landscape Architect /Planner	$120.00
Production/Technical	$100.00
Administrative	$100.00

Pape Dawson

SVP / VP	$310.00
Sr. Project Manager	$250.00
Project Manager	$200.00
Project Engineer	$170.00
EIT	$160.00
CAD Technician	$120.00
GIS Analyst	$160.00
Env Associate VP	$250.00
Sr Env/Arch Project Manager	$225.00
Env/Arch Project Manager	$190.00
Sr Env/Arch	$135.00
Project Env/ Arch	$115.00
Staff Env/Arch	$75.00
Administrator	$120.00

Consultant

Jim Rodgers	$100.00

Bay Electrical

Principals	$230.00
Senior Engineers / Project Managers	$190.00
Engineers / Team Leaders	$160.00
Senior Designers	$125.00
Designers	$85.00
Draftspersons	$75.00

Cambrian Environmental

Senior Geoscientist	$175.00
Herpetologist (salamanders)	$95.00
Karst Technician	$75.00

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730)** calendar days from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

EXHIBIT D

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 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 not 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 County shall control as to the required actions of vendor and when such invoice must be paid by 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 County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from 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 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 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 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 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 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 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 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 County will only reimburse up to a coach price fare for air travel.

5.2 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 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 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 Non-reimbursable Expenses

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 service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

RVE, Inc. dba **RVi Planning + Landscape Architecture**

Barbara Austin
Signature of Certifying Official

Barbara Austin
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

July 28, 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 Barbara Austin the Senior Vice President of RVE, Inc., on behalf of said firm.

NOTARY PUBLIC STATE OF TEXAS
LINDA D. GREEN
My Notary ID # 131433830
Expires February 2, 2022

Linda Green
Notary Public in and for the
State of Texas

My commission expires: 2/2/2022

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2020

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

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

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201	**CONTACT NAME:** IMA Wichita Team **PHONE (A/C, No, Ext):** 316-267-9221 **FAX (A/C, No):** **E-MAIL ADDRESS:** certs@imacorp.com
INSURED ATWELLC RVE, Inc. dba Rvi Planning, Inc 1611 West 5th Street, Suite 175 Austin, TX 78703	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** Continental Insurance Company — 35289 **INSURER C :** Berkshire Hathaway Specialty Ins Co — 22276 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1441352882 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			MWZY31246020	3/1/2020	3/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Proj/Loc Aggregate	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			MWTB31245920	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUE6011536932	3/1/2020	3/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31246120	3/1/2020	3/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional/Pollution Liability			47EPP30381404	3/1/2020	3/1/2021	Per Claim Aggregate Per Claim Retention	$2,000,000 $2,000,000 $25,000

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

The General Liability does not contain an exclusion for residential construction, condominiums or multi-family or multi-unit dwellings, subject to the policy terms and conditions.

Williamson County Purchasing its directors, officers and employees are included as Primary, Noncontributory Additional Insureds on the General Liability and Auto Liability Policies Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General Liability, Automobile Liability and Workers' Compensation Policies if required by written contract or agreement, subject to the policy terms and conditions.

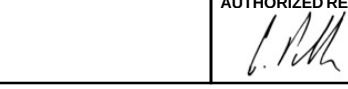
CERTIFICATE HOLDER

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G

(To Be Completed and Executed After Agreement Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated _____and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and _____, ("A/E").

PART 1. A/E shall provide the following Planning, Design, and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for services under this Work Authorization without modification is **$**_____, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 _____, as set forth in **Attachment C** of this Work Authorization. The Planning, Design, and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority

sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20____.

A/E:	**COUNTY:**
_____	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Commissioners Court - Regular Session **73.**

Meeting Date: 08/04/2020

Updates on Facilities Department Projects and issues

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recieve updates on the Facilities Department 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	07/30/2020 11:13 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 11:10 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **74.**

Meeting Date: 08/04/2020

Approve exemption under 262.024 (a) (7) (D) for captive replacement parts or components for paint booth upgrades from Kayco Spray Booths, Inc.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Kayco Spray Booths, Inc. for paint booth upgrades, in the not-to-exceed amount of $90,650.00, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment, and authorizing of the execution of the agreement.

Background

This is to provide materials and labor for the upgrading of paint booths as described in Quotes No. 9600, 9778, and 9779. Only Kayco Spray Booths, INC, is able to provide this service due to them being the manufacturer of the existing equipment. The department point of contact is Dwayne Gossett. This expenditure will be charged to 100.1026.5300 which was approved for FY2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote
Vendor Letter
Notarized Vendor Affidavit
Vendor Signed Agreement
Dept Recommendation letter
Purchasing Agent Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 09:18 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:38 AM
Form Started By: Johnny Grimaldo		Started On: 07/16/2020 08:30 AM
Final Approval Date: 07/30/2020		

KAYCO™ Spray Booths

P.O. Box 487
La Vernia, TX 78121

Quote

Date	Quote #
6/16/2020	9779

Name / Address	Job Name
Williamson County 3101 Inner Loop Georgetown, TX 78626	Combined Project

Qty	Description	Cost	Total
1	Paint Booth Upgrades Per Quote # 9600	30,650.00	30,650.00
1	Heater Replacements Per Quote # 9778	60,000.00	60,000.00

Terms	50% Deposit/BalancePriorToShip

Subtotal	$90,650.00
Sales Tax (0.0%)	$0.00
Total	$90,650.00

Signature _____

Phone #	Fax #	E-mail	Web Site
(830) 779-2051	(830) 779-1034	kayco@kaycospraybooths.com	www.kaycospraybooths.com

KAYCO™ Spray Booths

P.O. Box 487
La Vernia, TX 78121

Quote

Date	Quote #
2/27/2020	9600

Name / Address	Job Name
Williamson County 3101 Inner Loop Georgetown, TX 78626	

Qty	Description	Cost	Total
1	Materials & Labor To Replace Door Gaskets & Sweeps	900.00	900.00
1	Upgrade To All Inside Access Fixtures	13,350.00	13,350.00
	32 - Class I Division II Inside Access Light Fixtures With Color Corrective Bulbs		
	Includes Plates To Retro-Fit Current Openings		
	All Lights Would Be Serviced From Inside The Booth (instead of outside the booth)		
	A light calculation will be done prior to light selection		
1	Service Platform	16,400.00	16,400.00
	Provide Labor & Materials To Install		
	Includes Ladder With Safety Cage		
	Includes Guard Rail For Current Platform		
	Delivery of Equipment Is Included		
	Customer To Provide Scissor Lift		

Terms	50% Deposit/BalancePriorToShip

Subtotal	$30,650.00
Sales Tax (0.0%)	$0.00
Total	$30,650.00

Signature _____

Phone #	Fax #	E-mail	Web Site
(830) 779-2051	(830) 779-1034	kayco@kaycospraybooths.com	www.kaycospraybooths.com

KAYCO™ Spray Booths

P.O. Box 487
La Vernia, TX 78121

Quote

Date	Quote #
6/16/2020	9778

Name / Address	Job Name
Williamson County 3101 Inner Loop Georgetown, TX 78626	Replacement Heaters

Qty	Description	Cost	Total
2	Heated Air Make Up Unit, Direct Fired Unit	23,750.00	47,500.00
	2.5 Million BTU Heaters		
	Gas Fired		
	Replaces Old Units		
	Control Panel With VFD For Pressure Control		
	Includes Washable Pre-Filters		
	Includes Duct Transitions For Tie Into Existing Duct		
1	Estimated Installation & Removal Of Existing Units	10,000.00	10,000.00
1	Equipment Rental (scissor lift, fork lift, etc.)	2,500.00	2,500.00
	reach lift and/or crane		
	Installation doesn't include any building modifications required for removal of existing heat units.		

Terms	50% Deposit/BalancePriorToShip

Subtotal	$60,000.00
Sales Tax (0.0%)	$0.00
Total	$60,000.00

Signature _____

Phone #	Fax #	E-mail	Web Site
(830) 779-2051	(830) 779-1034	kayco@kaycospraybooths.com	www.kaycospraybooths.com

KAYCO™
Spray Booths

P.O Box 487
La Vernia, TX 78121
(830) 779-2051 ~ Fax (830) 779-1034
1-800-529-2640
www.kaycospraybooths.com

June 23, 2020

Williamson County
901 South Austin Avenue
Georgetown, TX 78626

To whom it may concern;

Kayco Spray Booths is the manufacturer of the original equipment that is to be upgraded and therefore the sole provider to do the upgrades that are required.

Sincerely,

Carol Koenen

Carol Koenen
Kayco Spray Booths, Inc.
(830) 779-2051

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Carol Koenen, who after being duly sworn on oath stated the following:

My name is Carol Koenen. My title is Vice-President.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: paint booth upgrades to include lights, heaters, a service platform along with other miscellaneous items and work.
I am the sole-source supplier of this item because: Kayco Spray Booths, Inc. is the manufacturer of the equipment and has the knowledge and equipment required to complete the project.
I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 23 day of June, 2020.

Carol Koenen
[Signature]

Carol Koenen Vice-President
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 23rd June, 2020, by Carol Koenen.
[Printed Name]

JAMES FORRESTER JR.
Notary Public, State of Texas
Comm. Expires 04-21-2021
Notary ID 131098266

[Signature] Notary Public

State of TEXAS
My Commission expires on 04-21-2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
PAINT BOOTH UPGRADES
FOR FACILITIES DEPARTMENT
(Kayco Spray Booths Quotes Nos. 9600, 9778, and 9779)

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 **Kayco Spray Booths, Inc. (hereinafter "Service Provider")**, P.O. Box 487, La Vernia, TX 78121 ((830) 779-2051). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote No. 9600, 9778, and 9779, 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 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 $90,650.00.**

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/Quote No. 9600, 9778, and 9779, which 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 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:

Carol Koenen
Authorized Signature

Carol Koenen
Printed Name

Date: July 21, 2020

Exhibit(s)

As described in the attached Statement of Work/Quote No. 9600, 9778, and 9779, which are incorporated herein as if copied in full.

WILLIAMSON COUNTY
1848

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-943-3888 Fax
facilities@wilco.org

June 23, 2020

I am writing to recommend the services of Kayco Spray Booths for the upgrades of the spray booths at Fleet Services. Kayco is the manufacturer and supplier of the original equipment to be upgraded, therefore competitively bidding this upgrade would be ineffectual.

The cost of upgrades is reasonable for the quality of materials and labor provided by Kayco.

If more information is needed, please feel free to contact me.

Regards,

Dale Butler
Williamson County Facilities
Sr. Director

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

7/15/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Kayco Spray Booths

Dear County Judge and Commissioners,

Recently our Williamson County Facilities Department made a request for qualifying **Kayco Spray Booths as the sole source supplier for upgrade of existing spray booth to include lights, door seals, catwalk for servicing heaters, heaters.** Kayco Spray Booths is the manufacturer of the original equipment that is to be upgraded and therefore the sole provider to do the upgrades that are required.

Facilities staff investigated other sources to include Col-Met Engineered Finishing Solutions and Marathon Spray in determining the product that best fits their needs.

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code section 262.024.(a)(7)(D) captive replacement parts or components for equipment.**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Dale Butler, Sr. Director of Williamson County Facilities

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker

Randy Barker
Williamson County Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555
randy.barker@wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

Commissioners Court - Regular Session **75.**

Meeting Date: 08/04/2020

Brushy Creek Trail Extension Along Hairy Man Rd (P551) WA#1 RVi

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Work Authorization #1 for the Brushy Creek Trail Extension Along Hairy Man Rd (P551) in the amount of $539,184.00 to expire on November 3, 2021, under Williamson County Agreement for Planning, Design and Engineering Services between RVE, Inc.,dba RVi Planning + Architecture and Williamson County, dated August 4, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek Trail-Hairy Man (551) WA#1 RVi

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 11:50 AM
County Judge Exec Asst.	Andrea Schiele	07/31/2020 08:01 AM
Form Started By: Wendy Danzoy		Started On: 07/30/2020 11:00 AM
Final Approval Date: 07/31/2020		

WORK AUTHORIZATION NO. 1

PROJECT E: (P551) Brushy Creek Trail Extension Along Hairy Man Rd.

This Work Authorization is made pursuant to the terms and conditions of the **Agreement for Planning, Design and Engineering Services**, being dated **08/04/2020** and entered into by and between **Williamson County** a political subdivision of the State of Texas, ("County"), and **RVE, Inc.** dba **RVi Planning + Landscape Architecture**, ("A/E").

PART 1. A/E shall provide Planning, Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

PART 2. The maximum amount payable for Basic Services under this Work Authorization without modification is **Five Hundred Thirty-Nine Thousand, One Hundred Eighty-Four Dollars ($ 539,184)**, as set forth in **Attachment B** of this Work Authorization.

PART 3. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

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 **11/03/2021**, as set forth in **Attachment C** of this Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** 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 Agreement.

PART 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

PART 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this 28th day of July, 2020.

A/E:

RVE, Inc.
dba RVi Planning + Landscape Architecture

By: Barbara Austin
Signature

Barbara Austin
Printed Name

Senior Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ATTACHMENT A

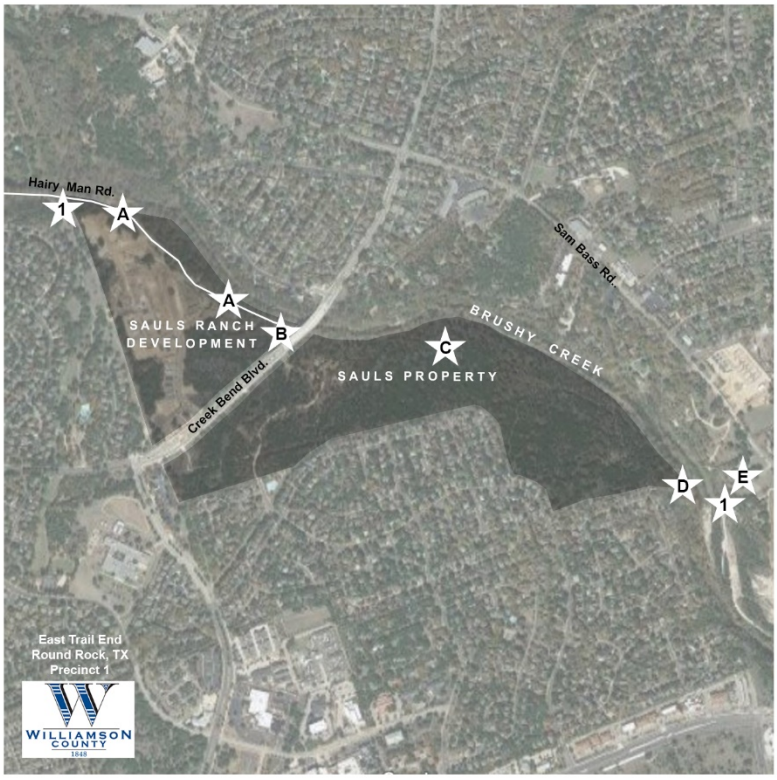
BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

SCOPE OF WORK:

Brushy Creek Trail
Hairy Man Rd. near Sea Ash Cir., Round Rock, TX
Precinct 1
Program 2020-E

BRUSHY CREEK TRAIL along HAIRY MAN RD.
PARKS BOND PROGRAM 2020-E (4/23/20)



SCOPE OF WORK

1. DETERMINE CONNECTION FROM EXIST EAST TRAIL END TO NEW TRAIL CONSTRUCTION
   - (APPX. 1.5-MI.)

DESIGN CHALLENGES

A. SAULS RANCH SUBDIVISION
   - 1/4-1/2 MI. EASMENT ON EAST SIDE OF HAIRY MAN RD.
   - $100,000 MATCHING FUNDS FOR CONSTRUCTION OF TRAIL
   - HAIRY MAN RD. CROSSINGS @ NORTH & SOUTH NEIGHBORHOOD ENTRANCES

B. FUTURE TRAIL PARKING AREA @ INTERSECTION OF HAIRY MAN RD. & CREEK BEND BLVD.

C. SAULS RANCH SUBDIVISION HAS FIRST RIGHT OF DEVELOPMENT FOR SAULS PROPERTY

D. NATURAL SPRING NEAR POSSIBLE CREEK CROSSING

E. FAITH MISSIONARY BAPTIST CHURCH NEGOTIATION FOR TRAILHEAD
   - AQUIRE OR LEASE PROPERTY

F. IDENTIFY & COORDINATE KEY STAKEHOLDERS / PARTNERS
   - COUNTY REALESTATE ATTORNEY = CHARLIE CROSSFIELD
   - WILCO ROAD & BRIDGE DIVISION
   - SAULS RANCH SUBDIVISION DEVELOPER
   - SAULS FAMILY TRUST
   - FAITH MISSIONARY BAPTIST CHURCH

ALLOCATED FUNDS

ITEM 1 = $2,505,000 (INCLUDING "SOFT COSTS")

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I+II+III - INVENTORY, PRE-DESIGN, AND TRAIL ALIGNMENT PLAN

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

E. Identify property ownership and acquisition or access easement requirements necessary to develop the trail.

F. Identify anticipated permitting requirements (FEMA, US Army Corp of Engineers, US Fish and Wildlife/Texas Parks and Wildlife, Texas Historic Commission, Texas Commission on Environmental Quality, Brazos River Authority, Williamson County, County Floodplain and TxDOT).

G. Prepare a Preliminary Trail Alignment (PTA) exhibit showing preliminary alignment, property ownership, and easement map for the entire trail corridor.

H. Provide PTA exhibit for review and comment by County.

I. Finalize PTA exhibit per County comments.

J. Conduct Presence / Absence Survey (per U.S. Fish and Wildlife Service protocols for the Northern Edwards Aquifer Salamanders, release 10/2014) within the spring runs.

1. Minimum 15 active surveys of surface habitat
2. Passive bottle trapping for subsurface habitat usage
3. Attain absence finding (with a 95% confidence interval

Deliverables: Digital Preliminary Trail Alignment Package

Phase IV - SCHEMATIC DESIGN - 30%

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Prepare and submit schematic design for the Project (of approximately 7,400 LF) including:

1. Coordinate the trail alignment assessment with the design team and County, including

   a. Walk the site and mark/flag proposed trail route and up to four (4) possible connections.

   b. Create a digital photographic inventory as a resource of existing conditions.

   c. Identify opportunities and constraints

   d. Initiate habitat and geologic assessments

2. Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including Pre-development meeting with City of Round Rock Planning Development Services and Floodplain Administrator.

   a. Site Plan Development permit through the City of Round Rock for the trailhead parking or restroom is not included in the basic services of this Work Authorization.

3. Prepare and submit schematic design studies including initial plan illustrating:

   a. One (1) Trail alignment revision of existing schematic alignment including one (1) alternative, if applicable.

   b. Up to five (5) retaining walls

   c. Trail access points

   d. Faith Missionary Baptist Church trailhead:

      i. Parking, circulation

      ii. Prefabricated restroom building Trail Connection

      iii. Drainage

      iv. Security gate, fencing, and/or bollards

e. Up to one (1) Low Water Crossing on Brushy Creek

f. Up to five (5) Drainage Crossings

g. Seating areas

h. Interpretive signage locations

4. Review schematic plan design studies, including preliminary trails alignment alternatives, with Registered Accessibility specialist and County maintenance and operations staff.

5. Prepare and submit opinion of probable cost in sufficient detail to allow County to make informed decisions about the budget and scope of the project.

   a. Opinions of probable costs are based on experience and judgment of A/E and are merely opinions. A/E does not warrant that actual costs will not vary from those opinions because among other things, A/E has no control over market conditions.

6. Prepare and submit complete Schematic Plan Design Package including design studies, Schematic Alignment Roll Plot (with a horizontal scale of 100-ft, and vertical scale of 10-ft) and opinion of probable costs for County review.

7. Meet with representatives of stakeholder groups, which may include Faith Missionary Baptist Church, Fern Bluff MUD, as arranged by the County, to discuss possible design criteria and general needs, up to (4) meetings.

8. Geotechnical and Structural Engineering are not included in the Basic Services of this Work Authorization.

B. Prepare and submit a topographic survey along proposed route (approximately 7,400-ft by 75-ft wide minimum). AutoCAD file in surface coordinates shall utilize NAD 1983 (HARN 1993) as the datum.

1. Locate all visible utility features and overhead obstructions along the route.

2. Locate and tag hardwood trees 8-in or greater.

3. Graphically locate property lines within the limits of the survey.

4. Provide up to four (4) metes & bounds descriptions with sketch for the use by County to acquire easements and/or simple acquisition of properties along route.

5. Flowlines and inverts of utilities will not be obtained.

6. County will secure right-of-entries for surveys.

C. Conduct a Texas Commission on Environmental Quality (TCEQ) Geologic Assessment investigation and compile a report for inclusion in the project Water Pollution Abatement Plan as required under the Edwards Aquifer Rules (TAC Chapter 213).

1. The report will include a separate cover letter addressing the potential for any geologic features identified to be associated with habitat for endangered karst invertebrate species known from the area.

2. County will determine map scale at which the WPAP site maps will be submitted to the TCEQ.

3. County will secure rights-of-entry for field surveys.

D. Produce Cultural Background Review using previously prepared Hicks & Co. review as basis.

Deliverables: Digital Schematic Design Package

Phase V - DESIGN DEVELOPMENT – 60%

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Prepare and submit Design Development Documents to fix and describe the size and character of the project, including civil, structural, and any specialty systems and materials that are necessary.

C. Provide up to five (5) property appraisal exhibits that depict easement or acquisition areas needed for Trail and Trail Construction. This may include one (1) appraisal exhibit for a temporary construction easement.

D. Review design for conformance with the Americans with Disabilities Act and Texas Accessibility Standards.

E. Prepare and submit 60% drawings (11x17 plans), cost estimates and meet with County staff to review 1 submittal. Including:

1. Title Sheet
2. Index

3. Estimate and Quantity Sheets – (4 sheets)
4. Project Layout and Survey Control Sheet – (4 sheets)
5. General Notes Sheets – (15 Sheets)
6. Typical Sections – (2 sheets)
7. Shared Use Path Plan and Profile Sheets (1-in = 50-ft scale) – (15 sheets)
8. Miscellaneous Path Details – (2 sheets)
9. Parking design sheets for trail head parking at Faith Missionary Baptist Church
10. Water and Wastewater plans for prefabricated restroom connections per manufacturer or 6-ft from connection point.
11. Utility (power and communication) coordination and plans including: site lighting for parking lot, FC study, new electrical service, power/comm. connection to prefab restroom, exterior com-check.
12. Drainage area and calculations – for cross culverts only (7 sheets)
13. Drainage plan and profiles – for cross culverts (6 culverts/sheets)
14. WPAP (includes only vegetative filter strips)
15. HEC-RAS & HEC-HMS evaluation of the proposed river crossing
16. Drainage Memo
17. Prepare Floodplain Permit
18. SW3P with TCP – (8 sheets double banked)
19. Standard Details – (28 sheets)
20. Retaining wall plans and profiles

F. Prepare and submit a Design Development level cost estimate in a form acceptable to County.

G. Meet with County up to three (3) times.

H. Coordinate Utility and conflict matrix.

I. Provide up to (4) metes & bounds descriptions with sketch for use by County to acquire easements and/or simple acquisition of properties along route.

J. Additional Services include Geotechnical testing and reporting (for low water crossing, structural retaining walls, parking areas, trail, and any other architectural elements) which need to be initiated during this Phase.

K. Additional Services include Structural Engineering (for retaining walls and other structural elements) which needs to be initiated during this Phase

L. Conduct a Species Impact Assessment

1. Assess the potential for the Project to cause harm to biological resources including the JPS and other rare or endangered species.

2. Consider the following:

i. nature of the Project
ii. required water quality BMPs
iii. results of available due-diligence reports
iv. hydrology of the local portion of the northern segment of the Edwards Aquifer
v. ecology of the JPS
vi. available compliance options under the Endangered Species Act

3. Provide a Report of findings

M. Attend meetings and produce supporting materials for coordination with various agencies and/or stakeholders including the US Fish and Wildlife Service, TCEQ, TPWD and others.

1. Additional Services include formal agency consultation.

N. Coordinate design plans with City of Round Rock.

1. Additional Services include any permitting beyond initial coordination.

O. Coordinate with Williamson County Floodplain Administrator.

1. Additional Services include any additional permitting.

P. Apply of a U.S. Army Corps of Engineers Nationwide Permit (NWP)

1. Create a water of U.S. Delineation Report.

2. Complete resources assessment for the General Conditions of the Nationwide Permit.

3. Complete a Pre-Construction (PCN) Form (if required for impacting waters of the U.S. in potential endangered species habitat).

i. This task assumes the Georgetown Salamander 4D rule BMPs will be applied and the USFWS agrees that there would be no adverse impacts to salamanders or karst invertebrates

ii. Submit background review for proposed project limits as Attachment to PCN for USACE archeologist review and coordination of Section 106 requirements.

iii. Additional Services include functional assessment of stream impacts, Section 7 informal or formal consultation, and Section 106 consultation under the NHPA.

Q. Obtain Antiquities Permit from Texas Historical Commission (THC).

1. Conduct Pedestrian Survey and Shovel Testing/Trenching

    i. Provide test pits for positive Shovel Tests

    ii. Additional Services include expenses associated with backhoe trenching and curation fees not included in Permit fee.

2. Investigate previously recorded sites

3. Additional Services include changes to report or permit amendments because of design changes resulting responses to comments from County or THC.

R. Prepare and submit TCEQ WPAP submittal package outlining Project development and describing treatment of storm water runoff.

1. Prepare report on forms and in format required by TCEQ

2. Escort TCEQ representatives on one (1) site reconnaissance.

3. Review fees will be paid by County.

Deliverables: Digital Design Development Package.

Phase VI - CONSTRUCTION DOCUMENTS – 90% & 100%

Upon County acceptance of previous phase, A/E shall proceed with the following work:

A. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design or Design Development Phases.

B. Prepare and submit 90% plans, specifications and engineering calculations (without professional seals) setting forth in detail the work including:

1. Plan, section, elevation, and typical detail drawings, that set forth in reasonable detail the requirements for construction of the Project components, including depiction of their size, shape, dimensions, and locations.

2. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for project components.

C. Prepare and submit a detailed cost estimate of the project on a form acceptable to County.

D. Prepare and submit a construction schedule with a Gantt chart or other County

approved format which lists the anticipated major activities required to complete the project.

E. Consult with County on construction sequencing path and timeline based on 90% Construction Document submittal, available funding, and property acquisitions.

1. Prepare scope(s) for Additional Services or Work Authorization.

F. Coordinate with the Texas Department of Licensing and Regulation (TDLR).

1. Register Project with TDLR
2. Submit Forms to act as "Owner's Agent"
3. Submit Plans to Registered Accessibility Specialist (RAS)
4. Address comments and modify plans to comply with the Texas Accessibility Standards (TAS) and Americans with Disabilities Act.
5. Registration, Review and Inspection fees will be paid by County.

G. After regulatory clearances confirmed and approval by County of 90% Construction Document deliverables, prepare final signed and sealed 100% PS&E documents for the entire Project and its component parts to be included in County Bid Package.

1. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

H. Present plans to County Commissioners' Court as necessary to answer any relevant questions.

Deliverables: *Digital Unsealed Construction Document Package.*
Digital Sealed Construction Document Package.

Additional Services

Additional Services may include, but not be limited to, the following:

A. Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.

B. It is anticipated that the project will be broken into Base Bid and one add alternate. Phasing, multiple add alternates or multiple bid packages not outlined in the scope of services will be additional services.

C. Detailed Flood Plain Analysis

D. TCEQ Fee

E. FEMA Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR)

F. Land Acquisition services and services related to ROW acquisition not described in the Scope of Services

G. Design Plans for the relocation of utilities.

H. Plumbing, mechanical, or structural engineering services for the Prefabricated Restroom.

I. Easement acquisition or vacation including preparation of easement documents other than those described in Scope of Services

J. Legal Lot Determinations

K. Preparation of multi-use agreement(s) and exhibits

L. Assistance or representation in litigation concerning the property of proposed project

M. Traffic Impact Analysis

N. TxDOT Standards and Specification will be used to supplement Williamson Co. Standards and Specifications.

O. Drainage models will be designed to FEMA 500-year storm. Upgrading to ATLAS 14 is not included.

P. TxDOT roadway modifications

Q. Traffic Control will be shown on SW3P sheets

R. Cross Sections for full trail not included

S. Construction Staking

T. Conflict Resolution

U. Preparation and processing of Waivers, Variances or Exceptions

V. Services required after final acceptance of construction work

W. Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.

X. Preparation of presentation materials for marketing or purposes other than those described in Scope of Services

Y. Public or other presentations beyond those described in Scope of Services

Z. Provide consultation, drawings, reports, and other work products related to permits, approvals and ordinances not described in the Scope of Services

AA. Coordination with the utility companies for the design and construction of telephone and gas service will be provided by County.

BB. Preparation of record documents from contractor's construction record drawings

CC. Providing services other than those outlined in the Scope of Services.

DD. Utility relocation design

EE. Backhoe trenching is not expected and therefore not included.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**539,184**	100%
23%	**RVi Planning + Landscape Architecture**	**$**	**123,280**	
54%	**Pape-Dawson Engineers (Civil)**	**$**	**288,700**	
13%	**Inland Geodetics (Surveyor)**	**$**	**72,754**	
2%	**Bay Electrical Engineers (MEP)**	**$**	**8,500**	
8%	**Cambrian Environmental**	**$**	**40,450**	
1%	**Jim Rodgers (Park Consultant)**	**$**	**3,000**	
0%	**Altura (RAS)**	**$**	**2,500**	
Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL PLAN		**$**	**18,350**	3%
	RVi Planning + Landscape Architecture	$	15,450	
	Pape-Dawson Engineers (Civil)	$	2,900	
	Inland Geodetics (Surveyor)	N/A		
	Bay Electrical Engineers (MEP)	N/A		
	Cambrian Environmental	N/A		
	Jim Rodgers (Park Consultant)	N/A		
	Altura (RAS)	N/A		
Phase IV - SCHEMATIC DESIGN (30%)		**$**	**213,554**	40%
	RVi Planning + Landscape Architecture	$	38,500	
	Pape-Dawson Engineers (Civil)	$	65,650	
	Inland Geodetics (Surveyor)	$	72,754	
	Bay Electrical Engineers (MEP)	$	1,200	
	Cambrian Environmental	$	32,450	
	Jim Rodgers (Park Consultant)	$	3,000	
	Altura (RAS)	N/A		
Phase V - DESIGN DEVELOPMENT (60%)		**$**	**171,040**	32%
	RVi Planning + Landscape Architecture	$	37,040	
	Pape-Dawson Engineers (Civil)	$	123,600	
	Inland Geodetics (Surveyor)	N/A		
	Bay Electrical Engineers (MEP)	$	2,400	

Cambrian Environmental	$	8,000	
Jim Rodgers (Park Consultant)	N/A		
Altura (RAS)	N/A		
Phase VI - CONSTRUCTION DOCUMENTS (90% & 100%)	**$**	**136,240**	25%
RVi Planning + Landscape Architecture	$	32,290	
Pape-Dawson Engineers (Civil)	$	96,550	
Inland Geodetics (Surveyor)	N/A		
Bay Electrical Engineers (MEP)	$	4,900	
Cambrian Environmental	N/A		
Jim Rodgers (Park Consultant)	N/A		
Altura (RAS)	$	2,500	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Four Hundred Fifty-Six (456)** calendar days from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**08/04/20**
Phase I+II+III - INVENTORY, ENGAGEMENT, AND TRAIL ROUTE PLAN	
Notice to Proceed	08/11/20
Preliminary Design Report deliverables	09/10/20
County written authorization to proceed to next phase	09/22/20
Phase IV - SCHEMATIC DESIGN	
Prepare appraisal Exhibits for County	11/06/20
30% Plans, Specifications and Estimate deliverables	11/20/20
County written authorization to proceed to next phase	12/02/20
Phase V - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	02/01/21
County written authorization to proceed to next phase	02/12/21
Phase VI - CONSTRUCTION DOCUMENTS	
90% Plans, Specifications and Estimate deliverables	04/13/21
County written authorization to proceed to 100% CDs	04/26/21
100% Plans, Specifications and Estimate deliverables	05/26/21
Work Authorization Termination Date	**11/03/21**

Commissioners Court - Regular Session **76.**

Meeting Date: 08/04/2020

DOI 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	07/14/2020 08:11 AM
Form Started By: Vicky Edwards		Started On: 07/13/2020 02:21 PM
Final Approval Date: 07/14/2020		

Commissioners Court - Regular Session **77.**

Meeting Date: 08/04/2020

Awarding IFB T749 Chandler Rd Milling, Sealing and Overlay SH 130 to FM 1660

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T749 Chandler Road Milling, Sealing and Overlay from SH-130 to FM-1660 to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

Background

Purchasing solicited sealed bids for Chandler Road Milling, Sealing and Overlay from SH 130 to FM 1660. Seven (7) suppliers participated in the solicitation of which four (4) submitted a bid. The bids received were thoroughly evaluated by Road and Bridge and it was determined that Lone Star Paving submitted the lowest responsive bid in the amount of $1,134,010.96. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:22 AM
Purchasing (Originator)	Randy Barker	07/30/2020 10:27 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:37 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:10 PM
Final Approval Date: 07/30/2020		

WILLIAMSON COUNTY
1848

July 7, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for T749-IFB Chandler Rd Milling, Sealing and Overlay from SH 130 to FM 1660

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Lone Star Paving Company) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Lone Star Paving Company - $1,134,010.96
2. Texas Materials Group, Inc. - $1,494,978.75
3. Austin Materials, LLC - $1,526,639.13
4. Fuquay, Inc. - $1,829,330.05

The Contractor's low base bid is $400,092.04 below the Engineer's Estimate, a cost decrease of 26.1%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,134,010.96 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Lone Star Paving Company the contract for the Chandler Rd Milling and Overlay project from SH 130 to FM 1660.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lone Star Paving Company ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T749, Chandler Road Milling, Sealing and Overlay from Sh 130 to FM 1660; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Million One Hundred Thirty Four Thousand Ten Dollars and Ninety Six Cents ($1,134,010.96) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # T749, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Lone Star Paving Company

By:

Printed Name: Duane M. Gatlin, Sr.

Title: Senior Project Manager

Date: 7/22/2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Michael Crum
Project Manager
_____
_____
Phone (512) 993-9079
Fax N/A

Commissioners Court - Regular Session **78.**

Meeting Date: 08/04/2020

Awarding IFB T751 CR 366 Milling, Sealing and Overlay

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T751 CR 366 Milling, Sealing and Overlay from Chandler Road to SH-29 to the lowest responsive bidder Lone Star Paving Company and authorizing execution of the Ensuing Agreement.

Background

Purchasing solicited sealed bids for CR 366 Milling, Sealing and Overlay from Chandler Road to SH 29. Seven (7) suppliers participated in the solicitation of which four (4) submitted a bid. The bid received were thoroughly evaluated by Road and Bridge and it was determined that Lone Star Paving submitted the lowest responsive bid in the amount of $509,837.11. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	07/30/2020 10:22 AM
Purchasing (Originator)	Randy Barker	07/30/2020 10:27 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:38 AM
Form Started By: Thomas Skiles		Started On: 07/28/2020 06:17 PM
Final Approval Date: 07/30/2020		

WILLIAMSON COUNTY
1848

July 7, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for T751-IFB CR 366 Milling, Sealing and Overlay from Chandler Road to SH 29

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Lone Star Paving Company) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Lone Star Paving Company - $509,837.11
2. Texas Materials Group, Inc. - $589,423.29
3. Austin Materials, LLC - $593,391.14
4. Fuquay, Inc. - $600,904.28

The Contractor's low base bid is $156,795.09 below the Engineer's Estimate, a cost decrease of 23.5%.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Paving Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $509,837.11 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Lone Star Paving Company the contract for the CR 366 Milling and Overlay project from Chandler Road to SH 29.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lone Star Paving Company ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation #T751, CR 366 Milling, Sealing and Overlay – Chandler Road to SH 29; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Five Hundred Nine Thousand Eight Hundred Thirty Seven Dollars and Eleven Cents ($509,837.11) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation #T751, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Lone Star Paving Company

By:

Printed Name: Duane M. Gatlin, Sr.

Title: Senior Project Manager

Date: 7/22/2020

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Michael Crum
Project Manager
_____
_____
Phone (512) 993-9079
Fax N/A

Commissioners Court - Regular Session **79.**

Meeting Date: 08/04/2020

KC Engineering 2965 WA4 Design for Culverts

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $111,480.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Engineering Design Services for Cross Culvert Replacements. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 2965 WA4 Design for Culverts

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/29/2020 03:37 PM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:51 AM
Form Started By: Vicky Edwards		Started On: 07/29/2020 11:50 AM
Final Approval Date: 07/30/2020		

WORK AUTHORIZATION NO. 4

PROJECT: Engineering Design Services for Cross Culvert Replacements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization. The cross culvert locations shall be as indicated on Exhibit A.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$111,480.00.**

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 **September 1, 2023**. 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: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	_____
Printed Name	Printed Name
President	_____
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

Attachment A - Services to be Provided by County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadways – Termini

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform CQ/QC.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, and 100-yr.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Estimate and Quantity Sheet
- Typical Sections
- Horizontal Alignment Data Sheet
- Drainage Area Map

- Erosion Control Plan
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Roadway Plan & Profile Sheets
- Miscellaneous Roadway Details
- Cross Sections (50’ Interval and Driveways)
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- 2 paper copies of 11” x 17” Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer’s Internal QA/QC marked up set

90% Submittal

- 2 paper copies of 11” x 17” Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer’s Internal QA/QC marked up set

100% Submittal

- 2 paper copies of 11” x 17” Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer’s Internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

ATTACHMENT C					
Task No.	**Task Name**	**Duration**	**Time**	**Start**	**Finish**
1	WA #4 - Notice to Proceed	0	Days	8/10/2020	8/10/2020
2	Survey Limits Definition	5	Days	8/10/2020	8/15/2020
3	Survey (by Others)	60	Days	8/15/2020	10/14/2020
4	Design	35	Days	10/14/2020	11/18/2020
5	50% PS&E	25	Days	11/18/2020	12/13/2020
6	QA/QC	5	Days	12/13/2020	12/18/2020
7	Submit 50% PS&E	0	Days	12/18/2020	12/18/2020
8	County Review	15	Days	12/18/2020	1/2/2021
9	90% PS&E	35	Days	1/2/2021	2/6/2021
10	QA/QC	5	Days	2/6/2021	2/11/2021
11	Submit 90% PS&E	0	Days	2/11/2021	2/11/2021
12	County Review	15	Days	2/11/2021	2/26/2021
13	Address 90% Comments	10	Days	2/26/2021	3/8/2021
14	Final Quantities	5	Days	3/8/2021	3/13/2021
15	Final Estimate	5	Days	3/13/2021	3/18/2021
16	Assemble Final PS&E	5	Days	3/18/2021	3/23/2021
17	Submit Final PS&E	0	Days	3/23/2021	3/23/2021
18	County Review	5	Days	3/23/2021	3/28/2021
19	Submit Signed and Sealed PS&E	5	Days	3/28/2021	4/2/2021
20	Bid Advertisement	35	Days	4/2/2021	5/7/2021
21	Letting	1	Days	5/7/2021	5/8/2021
22	Award and Bonds	30	Days	5/8/2021	6/7/2021
23	Construction	90	Days	6/7/2021	9/5/2021
24	Complete Project	0	Days	9/5/2021	9/5/2021

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION #4
CULVERT REPLACEMENT PROJECT

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	**PS&E Development**										
1.1	**Roadway Design**										
1.1.1	Horizontal Alignment				2	4					$ 1,050.00
1.1.2	Vertical Alignment				2	4					$ 1,050.00
1.1.3	Site Visits				12						$ 2,340.00
1.1.4	Existing Conditions and Demo Plan					1	4				$ 665.00
1.1.5	Superelevation Table										$ -
1.1.6	Roadway Cross Sections										$ -
1.1.7	Earthwork Calculations										$ -
1.1.8	Roadway Plan Profile Sheets (CR 401)				1	2	8				$ 1,525.00
1.1.9	Driveway Profiles / Details / Summaries										$ -
1.1.10	Side Road Profiles / Details / Summaries										$ -
1.1.11	Miscellaneous Roadway Details				1	2	4				$ 1,025.00
1.1.12	Alignment Data Table					1	2				$ 415.00
1.1.13	Sequence of Construction										$ -
1.1.14	Intersection Layouts (CR 401)				1	2	4				$ 1,025.00
1.1.15	Project Layout/Location Map					2	6				$ 1,080.00
1.1.16	Title Sheet				1	1	4				$ 860.00
1.1.17	Define Survey Topo Limits				2	10	8				$ 3,040.00
1.1.18	Prepare Survey Data				2	4	8				$ 2,050.00
1.1.19	Roadway Typical Sections (CR 401)				1	1	4				$ 860.00
1.1.20	Index of Sheets				1	2	4				$ 1,025.00
1.1.21	Summary of Roadway Quantities	1			2	4	8				$ 2,300.00
1.1.22	Construction Estimate	1			1	2	4				$ 1,275.00
1.1.23	Assemble Applicable Standards				1	1	2				$ 610.00
	Task 2.1 Total	**2**	**0**	**0**	**30**	**43**	**70**	**0**	**0**	**0**	**$ 22,195.00**
1.2	**Hydrology & Hydraulics**										
1.2.1	Assemble Contour Maps				1	2	8				$ 1,525.00
1.2.2	Drainage Area Mapping	1			4	10	24				$ 5,680.00
1.2.3	Roadway Hydrology	1			6	12	16				$ 5,400.00
1.2.4	Roadway Hydraulics	1			4	10	16				$ 4,680.00
1.2.5	Roadway Culvert Sizing	1			4	10	8				$ 3,680.00
1.2.6	Roadway H&H Summary Sheet & Tables	1			1	2	6				$ 1,525.00
1.2.7	Driveway Hydrology										$ -
1.2.8	Driveway Hydraulics										$ -
1.2.9	Driveway Culvert Sizing										$ -
1.2.10	Driveway H&H Summary Sheet & Tables										$ -
1.2.11	Culvert Layouts & Culvert Details	2			8	16	40				$ 9,700.00
1.2.12	Miscellaneous Drainage Details	1			1	4	8				$ 2,105.00
1.2.13	Summary of Drainage Quantities	1			1	2	4				$ 1,275.00
1.2.14	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.2 Total	**9**	**0**	**0**	**31**	**70**	**132**	**0**	**0**	**0**	**$ 36,345.00**
1.3	**Signing & Pavement Marking**										
1.3.1	Sign Layouts										$ -
1.3.2	Pavement Marking Layouts										$ -
1.3.3	Pavement Marking Details										$ -
1.3.4	Summary of Pavement Markings										$ -
1.3.5	Small Sign Summary										$ -
1.3.6	Assemble Applicable Standards										$ -
	Task 2.3 Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
1.4	**Traffic Control Plans / SW3P**										
1.4.1	Traffic Control Detour Layouts				8	16	30				$ 7,950.00
1.4.2	Traffic Control Typical Sections (CR 401)					2	4				$ 830.00
1.4.3	Intersection Design (CR 401)				1	2	4				$ 1,025.00

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION #4
CULVERT REPLACEMENT PROJECT

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.4	Driveway Design										$ -
1.4.5	Storm Water Pollution Prevention Plan (SW3P)	1			1	2	6				$ 1,525.00
1.4.6	Prepare Env. Permits, Issues & Commitments				1	1	2				$ 610.00
1.4.7	Erosion Control Plan	1			4	10	24				$ 5,680.00
1.4.8	Miscellaneous TCP and Erosion Details	1			1	1	2				$ 860.00
1.4.9	Assemble Applicable Standards				1	1	2				$ 610.00
	Task 2.4 Total	**3**	**0**	**0**	**17**	**35**	**74**	**0**	**0**	**0**	**$ 19,090.00**
1.5	**PS&E Documents**										
1.5.1	Summary of Quantities	1			4	8	16				$ 4,350.00
1.5.2	Basis of Estimate	1			1	2	4				$ 1,275.00
1.5.3	Construction Cost Estimate	1			2	4	8				$ 2,300.00
1.5.4	Construction Duration Estimate	1			1	1	2				$ 860.00
1.5.5	General Notes & Specifications	1			2	4	2				$ 1,550.00
1.5.6	Supporting Contract Documentation	1			1	4	4				$ 1,605.00
	Task 2.5 Total	**6**	**0**	**0**	**11**	**23**	**36**	**0**	**0**	**0**	**$ 11,940.00**
1.6	**Project Management**										
1.6.1	Project Administration	8								8	$ 2,640.00
1.6.2	Maintain Project Records	2			4					8	$ 1,920.00
1.6.3	Periodic Progress Meetings (County)	2			4						$ 1,280.00
1.6.4	Periodic Progress Meetings (Subconsultants)										$ -
1.6.5	QA/QC	4			8	8	12			8	$ 6,020.00
1.6.6	Invoice Preparation	4								8	$ 1,640.00
1.6.7	Progress Reports	4			4					8	$ 2,420.00
1.6.8	Plans Preparation for Submittal	1			4	8	24			8	$ 5,990.00
	Task 2.6 Total	**25**	**0**	**0**	**24**	**16**	**36**	**0**	**0**	**48**	**$ 21,910.00**
	Task 1 - PS&E Total	**45**	**0**		**113**	**187**	**348**	**0**	**0**	**48**	**$ 111,480.00**
2	**Project Bidding**										
2.1	**Project Bidding**										
2.1.1	Prepare Addenda										$ -
2.1.2	Contractor Questions (RFI)										$ -
2.1.3	Attend Pre-Bid Conference										$ -
2.1.4	Tabulate Bids										$ -
2.1.5	Prepare Recommendation Letter										$ -
	Task 2 Project Bidding Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3	**Construction Support**										
3.1	**Construction Support (If Required)**										
3.1.1	Preconstruction Meeting										$ -
3.1.2	Review Shop Drawings										$ -
3.1.3	General Construction Support										$ -
3.1.4	Prepare Change Orders as Necessary										$ -
	Task 3 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
	Total Tasks 1, 2, & 3	**45**	**0**		**113**	**187**	**348**	**0**	**0**	**48**	**$ 111,480.00**

EXHIBIT A

CROSS CULVERT REPLACEMENTS FY 2021

0 1 2 3 4 5
Miles

N

Legend

- Cross Culverts Replacement
- Lake
- City Limits
- Precinct Boundary
- County Boundary

Culvert ID	Location
C-2022-A	Adelfa Dr
C-1343-A	Grandridge Trl
C-2036-A	Winding Way
C-0406-A	CR 233
C-XXXX-A	CR 241 at RM 2338
C-1199-A	CR 317
C-2247-A	CR 417
C-2437-A	CR 448
C-2571-A	CR 461
C-2547-A	CR 464

Pct 1
Pct 2
Pct 3
Pct 4

CITY OF FLORENCE
CITY OF JARRELL
CITY OF BARTLETT
CITY OF GRANGER
CITY OF THRALL
CITY OF THORNDALE
CITY OF TAYLOR
CITY OF COUPLAND
CITY OF HUTTO
CITY OF ROUND ROCK
CITY OF CEDAR PARK
CITY OF LEANDER
CITY OF GEORGETOWN
CITY OF LIBERTY HILL
CITY OF WEIR
CITY OF AUSTIN
ANDICE
WALBURG
SCHWERTNER
JONAH

Granger Lake
Lake Georgetown

THE ACCURACY OF THIS MAP IS LIMITED AND SHOULD BE USED FOR INFORMATIONAL OR PLANNING PURPOSES ONLY. THIS MAP DOES NOT REPLACE SURVEYS CONDUCTED BY TEXAS REGISTERED PROFESSIONAL LAND SURVEYORS. THIS MAP DOES NOT CONSTITUTE AN OFFICIAL VERIFICATION OF ZONING OR ANY OTHER CLASSIFICATION AS SET FORTH IN LOCAL, STATE OR FEDERAL REGULATORY PROCESSES. WILLIAMSON COUNTY AND ITS EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY SUCH INFORMATION.

WILLIAMSON COUNTY
1848

Map by: G. Stadlbauer
Updated: Thursday, May 28, 2020
Path: V:_Documents\URS Office Docs\GIS\Projects\Wilco Streets\2021 Maps\FY21 Culvert Replacements (May2020).mxd

Commissioners Court - Regular Session **80.**

Meeting Date: 08/04/2020

HNTB 70391 Contract Amendment No 1 GEC Road Bond

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road Bond Projects.

Background

This Contract Amendment No 1 is to add subconsultant rates for CTC, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 Contract Amendment No 1 GEC Road Bond

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 10:20 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:30 AM
Form Started By: Vicky Edwards		Started On: 07/30/2020 09:07 AM
Final Approval Date: 07/30/2020		

DocuSign Envelope ID: 95442ACE-50FD-41DA-85F8-4E77BC5B3922

CONTRACT AMENDMENT NO. 01
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT NO. 01 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective December 17, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

The following is incorporated into Exhibit C:

Rate Schedule for CTC, INC

Classification	*Loaded Rate*
Principal	$379.80
Sr. Project Manager	$278.08
Sr Signal Engineer	$144.32
Sr Traffic Engineer	$182.30
Project Manager	$151.93
Sr Signal Designer	$167.10
Signal Designer	$106.33
CAD	$106.33
Project Accounting	$84.69
Clerical Support	$72.90

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: 95442ACE-50FD-41DA-85F8-4E77BC5B3922

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

ENGINEER:

By: DocuSigned by: Michelle Dippel DA5205102E25426...
Signature

Michelle R. Dippel
Printed Name

Vice President
Title

7/30/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Commissioners Court - Regular Session **81.**

Meeting Date: 08/04/2020

HNTB 77139 Contract Amendment No 1 GEC R&B

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This Contract Amendment No 1 is to add subconsultant rates for Gray Engineering, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 Contract Amendment No 1 GEC R&B

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/30/2020 10:20 AM
County Judge Exec Asst.	Andrea Schiele	07/30/2020 10:35 AM
Form Started By: Vicky Edwards		Started On: 07/30/2020 09:07 AM
Final Approval Date: 07/30/2020		

DocuSign Envelope ID: 95442ACE-50FD-41DA-85F8-4E77BC5B3922

CONTRACT AMENDMENT NO. 01
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT PROJECTS:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects)

THIS CONTRACT AMENDMENT NO. 01 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective December 17, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

The following is incorporated into Exhibit C:

DocuSign Envelope ID: 95442ACE-50FD-41DA-85F8-4E77BC5B3922

Rate Schedule for Gray Engineering, INC

Classification	*Loaded Rate*
President	$300.00
Vice President	$275.00
Comptroller	$150.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Project Engineer	$175.00
Project Engineer	$150.00
EIT II	$125.00
EIT I	$110.00
Designer II	$125.00
Designer I	$100.00
Field Supervisor	$150.00
Project Representative	$110.00
Executive Assistant	$135.00
Administration	$75.00

All other terms of the Contract are unchanged and will remain in full force and effect.
IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: DocuSigned by: Michelle Dippel
Signature
DA62D4102E25426...

Michelle Dippel

Vice President

7/30/2020
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

County Judge

Date

Commissioners Court - Regular Session **82.**

Meeting Date: 08/04/2020

CR 366 Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission as part of the Due Diligence Environmental Investigations on the CR 366 Project, a Road Bond Project in Commissioner Pct. 4.
P: 296 Funding: Road Bond

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field condition. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 366 Antiquities Permit Application and SOW

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:55 AM
Form Started By: Dawn Haggard		Started On: 07/23/2020 10:37 AM
Final Approval Date: 07/30/2020		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Survey of the CR 366 Improvement Project from FM 397 (Carlos G. Parker Boulevard) to Chandler Road
County (ies) Williamson
USGS Quadrangle Name and Number Taylor
Federal Involvement ☒ Yes ❑ No
Name of Federal Agency USACE, Fort Worth
Agency Representative Jimmy Barrera

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Judge Bill Gravell, Jr., County Judge
Address 710 Main St., Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) (512) 943-1550 Email Address bgravell@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name David Sherman
Affiliation Blanton & Associates Inc
Address 5 Lakeway Centre Court, Suite 200
City/State/Zip Austin, TX 78734
Telephone (include area code) 512-264-1095 Email Address David.sherman@blantonassociates.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 2020
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Blanton & Associates Lab
Permanent Curatorial Facility CAR UTSA (Paperwork only)

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan Gattis, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, David Sherman, as Principal Investigator employed by Blanton & Associates (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 07/14/2020

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us
3/3/09

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

July 14, 2020

SCOPE OF WORK
INTENSIVE ARCHEOLOGICAL SURVEY OF THE
CR 366 (OLD GEORGETOWN ROAD) WIDENING PROJECT
FROM FM 397 (CARLOS G. PARKER BOULEVARD) TO CHANDLER ROAD,
WILLIAMSON COUNTY, TEXAS

PROJECT DESCRIPTION

Williamson County proposes to widen County Road (CR) 366 from Farm-to-Market (FM) 397 (Carlos G. Parker Boulevard) to Chandler Road for approximately 1.3 miles in Williamson County, Texas. **Figures 1** and **2** in the **Appendix** depict the project location on county map base and topographic map base, respectively.

The existing CR 366 roadway consists of two 10-foot-wide lanes, one in each direction, with a two-foot-wide shoulder. The existing Chandler Road consists of two 10-foot-wide lanes, one in each direction, with 10-foot-wide shoulders. The existing right-of-way (ROW) is approximately 21.77 acres.

The proposed improvements to CR 366 would include widening the roadway to include two 12-foot-wide lanes in each direction divided by a 14-foot-wide two-way left turn lane. The roadway would be flanked by 10-foot-wide shoulders.

The proposed improvements to Chandler Road would include widening the roadway to include one 12-foot-wide lane in each direction divided by a 14-foot-wide left turn lane. An additional 12-foot-wide lane would be constructed in each direction near the CR 366 intersection to accommodate for turning movements. The roadway would be flanked by 4- to 10-foot-wide shoulders.

Approximately 13.55 acres of proposed ROW and 0.123 acres of temporary/driveway construction license would be required for the proposed project. No displacements of existing residences or businesses are anticipated.

Definition of the Area of Potential Effects

The project's horizontal area of potential effects (APE) for archeological resources corresponds with the existing and proposed ROW (approximately 1.3 miles long and between 44 and 195 feet wide), totalling approximately 35.44 acres (21.77 acres of existing ROW, 13.55 acres of proposed ROW, and 0.123 acre of temporary/driveway construction license). Based on project plans, the vertical APE for the project would be the maximum depth of impacts of approximately 3 feet in areas of widening/new pavement and 10 feet in drainage ditches. No drainage easements are anticipated.

BACKGROUND INFORMATION

A background review of data extracted from area topographic, soils, and geology maps was conducted. The locations of previous archeological surveys and locations of recorded archeological sites within 1 kilometer (km) (0.6 mile) of the APE were sought through a review of the Texas Historical Commission's (THC's) Online restricted-access Archeological Sites Atlas (Atlas). Additionally, this review sought the following types of information on the Atlas: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and cemeteries. A 1963 aerial photograph and a 1966 U.S. Geological Survey (USGS) 7.5-minute topographical quadrangle map of the APE were consulted to identify historical structures, which may or may not be extant, that may represent high probability areas for the presence of historic archeological sites (otherwise known as Historic High Probability Areas, or HHPAs) (Nationwide Environmental Title Research [NETR] 2019).

Topography

The APE is located within the Blackland Prairies physiographic region (Bureau of Economic Geology [BEG] 1996). The topography of the Blackland Prairies generally consists of low rolling terrain with geologic beds tilted south and east and bedrock consisting of chalks and marls (BEG 1996). The elevation in this region ranges between 450 feet and 1,000 feet above mean sea level. The APE is situated within the Floodplains and Low Terraces ecoregion of the Blackland Prairies (Griffith et al. 2004). This ecoregion includes the Holocene alluvial deposits within the floodplains of the largest rivers in the region and excludes the older high terraces (Griffith et al. 2004). The area surrounding the APE is defined by agricultural/ranching properties with associated residences. The APE crosses two seasonal headwater drainages of Bull Branch Creek.

Based on site distributional data from archeological work within Central Texas conducted over the past 55 years, archeological sites within this setting are often found in the open, along bluffs, in rockshelters and caves (Collins 2004:103), and particularly in the vicinity of natural freshwater sources like streams or springs, along terraces, and topographic high spots.

Geology

The APE crosses one geologic unit, Pleistocene-aged high gravel (Qhg) (BEG 1982). Within the region of the APE, Qhg deposits typically are composed of an upper silty clay unit and a lower coarse unit. These deposits have some potential to harbor buried Paleoindian archeological material.

Soils

Three soil types are present within the APE and include: Burleson clay, 0 to 1 percent slopes; Branyon clay, 1 to 3 percent slopes; and, Krum silty clay, 1 to 3 percent slopes. The solum depth for these soils ranges from 103 centimeters (cm) to more than 200 cm (Soil Survey Geographical Database 2019). These soils

are derived from Pleistocene-aged clayey alluvial deposits. These soils have some potential to harbor buried Paleoindian archeological materials.

Austin Hybrid Potential Archeological Liability Map (HPALM)

According to the Austin HPALM data, the following predictive scores for prehistoric archeological site integrity occur within the APE (**Figure 3** in the **Appendix**).

1 = low potential
2 = low shallow potential, moderate potential at depth (>1 meter)
5 = moderate potential
6 = moderate shallow potential, high potential at depth
9 = high potential

Discussion of Previous Work and Sites

A search of the Atlas on September 18, 2019 revealed that no portions of the APE have been subjected to previous archeological investigation and no investigations have taken place within 1 km of the APE. This search also revealed no previously recorded archeological sites, cemeteries, RTHLs, OTHMs, SALs, NRHP districts, nor NRHP properties are present within 1 km of the APE. The 1963 aerial photograph of the APE depicted four structures within 10 m of the APE, one of which was located within 10 m of the proposed ROW (**Figure 4** in the **Appendix**). These structures are no longer extant. Three of the four structures have been thoroughly altered by highway construction. However, archeological deposits associated with the former structures may be present in the vicinity of the former structures and are considered HHPAs. Due to the absence of any permanent waterways within the APE, it is not considered to be a prehistoric high probability area.

Description of Existing Disturbances

Much of the APE coincides with existing operational ROW for CR 366, such that roadway construction (road cut and fill sections, pilings, etc.) has disturbed potential archeological deposits. The portion of the APE within the proposed ROW and the temporary/driveway construction license do not appear to have been as significantly impacted by previous roadway construction and is presumed to be relatively less disturbed. The installation of subsurface and overhead utilities has likely had some negative impact to portions of the proposed ROW.

RESEARCH DESIGN

B&A proposes to conduct intensive archeological survey of portions of the APE defined as proposed ROW and temporary/driveway construction license. This investigation would consist of systematic inspection of the ground surface by two archeologists along pedestrian transects spaced at no more than 98-feet (30-m) intervals to search for surficial evidence of archeological sites in areas not previously disturbed by roadway construction or installation of buried and overhead utilities. Pedestrian survey will be supplemented with systematic shovel testing in the vicinity of the single HHPA that is within 10 m of proposed ROW and

judgmental shovel testing within the remainder of the proposed ROW to identify any subsurface archeological deposits.

All 30-cm diameter shovel tests will be excavated in arbitrary 20-cm levels to 1 m in depth or culturally sterile sediments, whichever occurs first. Sand dominated sediment removed from shovel tests will be screened through 0.25-inch (0.63 cm) hardware cloth, while clay dominated sediments will be finely divided by hand. The location of each shovel test will be acquired using a hand-held global positioning system (GPS) receiver that is accurate to within 1 m. The GPS device will also be used to record soil descriptions and any cultural materials, if present, of each shovel test.

Survey will be conducted within portions of the APE where right of entry (ROE) has been granted at the time of survey. If ROE is not granted at the time of survey, investigators will attempt to assess the APE from the existing ROW and will make recommendations regarding the necessity of further survey.

All field investigations will be carried out prior to the proposed roadway improvements in order to identify any potential archeological historic properties within the APE that may be affected by the undertaking. All survey methods will comply with applicable standards outlined and defined in 13 TAC 26.15 and policies of the THC, as well as guidelines of the Council of Texas Archeologists (CTA), or plausible justification for deviation from these standards will be explicitly provided in the draft report.

If cultural materials or indications of an archeological site are discovered, systematic shovel tests within the proposed ROW may be excavated surrounding the initial find to delineate the horizontal and vertical extent of the site. The site will be recorded on a State of Texas Archeological Site Data Form; a site sketch map will be drafted, and photos of the site will be taken. This form will be submitted to the Texas Archeological Research Laboratory and a trinomial will be obtained. Each archeological site documented as a result of the survey will be evaluated according to published eligibility criteria for inclusion in the NRHP or designation as an SAL.

Artifacts, if encountered, will not be collected during survey but will be sufficiently described and photographed in the field for further analysis. All survey records including photographs will be processed for curation at the Center for Archaeological Research (CAR) at The University of Texas at San Antonio according to CAR's *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs* (n.d.).

Although not anticipated within the APE, if intentional human burials (historic-age or prehistoric) are encountered during the survey, the find will be secured and B&A will notify Williamson County. In addition, the THC will be consulted to ensure work continues in accordance with provisions of the Texas Health and Safety Code Title 8 (c), Chapter 711, as amended, and associated regulations (13 TAC 22).

REPORTING REQUIREMENTS

Following fieldwork, a report of findings will be generated in accordance with standards for reports relating to archeological permits (13 TAC 26.16), guidelines of the CTA for cultural resources management reports. This report will include discussion of the results of the field investigations, a list of any of identified sites,

eligibility recommendations for each site, and the criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.15 and defined in 13 TAC 26.10. The report will also include the locations of each shovel test, recorded site locations, and specify land ownership for these areas.

A copy of the draft report will be submitted to Williamson County and the THC for review and comment. A shapefile of the project location will also be submitted to the THC. Upon concurrence with the draft report, a final unbound copy will be submitted to the THC in partial fulfillment of permit requirements. The unbound copy of the final report will contain at least one map with the plotted location of any and all recorded sites. A CD or DVD that contains two copies (one copy that includes site locations and one that does not) of a tagged PDF format of the report will also be submitted to the THC. A copy of the final report will accompany all survey records and photographs to CAR for curation.

REFERENCES CITED

Atlas

2019 Texas Online Restricted Access Archeological Sites Atlas. https://atlas.thc.state.tx.us/Account/Login?Length=5. Accessed September 2019. Texas Historical Commission, Austin, Texas.

Bureau of Economic Geology (BEG)

1982 Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, University of Texas at Austin.

1996 Physiographic Map of Texas. Bureau of Economic Geology, University of Texas at Austin.

Center for Archaeological Research (CAR)

n.d. *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs*. The University of Texas at San Antonio

Collins, Michael B.

2004 Archeology in Central Texas. In *The Prehistory of Texas,* edited by Timothy K. Perttula, pp. 101-126. Texas A&M University Press, College Station.

Griffith, G. E., S.A. Bryce, J.M. Omernik, J.A. Comstock, A.C. Rogers, B. Harrison, S.L. Hatch, D. Bezanson

2004 Ecoregions of Texas. U.S. Environmental Protection Agency, Corvallis, OR.

Nationwide Environmental Title Research (NETR)

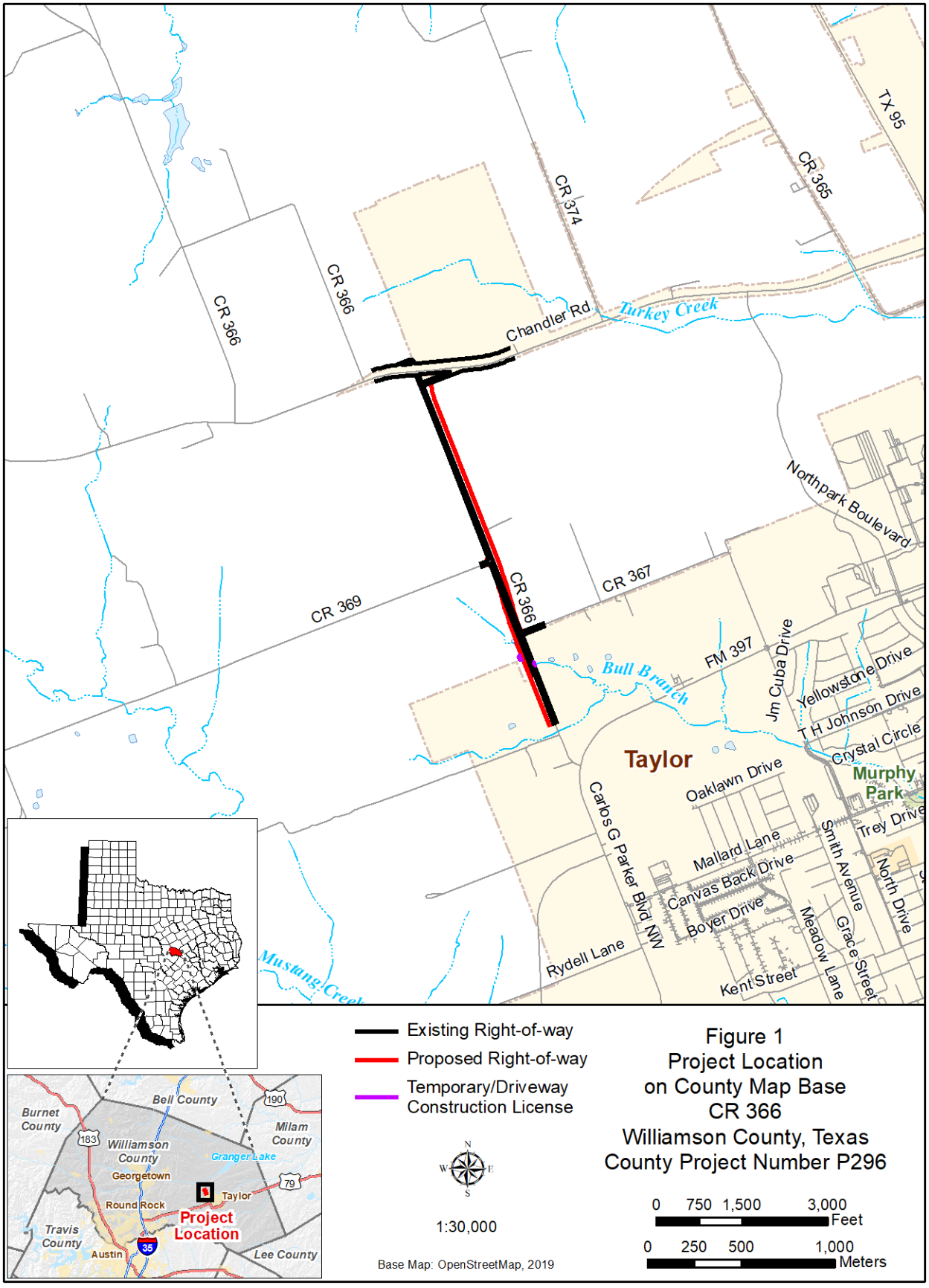
2019 Nationwide Environmental Title Research (NETR) LLC. Historic Aerials. A website. http://www.historicaerials.com/ (accessed September 20, 2019).

Soil Survey Geographical Database

2019 Natural Resources Conservation Service, United States Department of Agriculture. Soil Survey Geographic Database for Bexar County, Texas. Available online. Accessed September 11, 2019.

APPENDIX

Figures


CR 366
CR 366
CR 374
CR 365
TX 95
Chandler Rd
Turkey Creek
Northpark Boulevard
CR 369
CR 366
CR 367
FM 397
Bull Branch
Jm Cuba Drive
Yellowstone Drive
T H Johnson Drive
Crystal Circle
Taylor
Murphy Park
Oaklawn Drive
Carlos G Parker Blvd NW
Trey Drive
Mallard Lane
Smith Avenue
Canvas Back Drive
North Drive
Boyer Drive
Meadow Lane
Grace Street
Rydell Lane
Kent Street
Mustang Creek
Existing Right-of-way
Proposed Right-of-way
Temporary/Driveway Construction License
Figure 1
Project Location
on County Map Base
CR 366
Williamson County, Texas
County Project Number P296
1:30,000
Base Map: OpenStreetMap, 2019
0 750 1,500 3,000
Feet
0 250 500 1,000
Meters
Burnet County
Bell County
Milam County
Williamson County
Granger Lake
Georgetown
Round Rock
Taylor
Project Location
Travis County
Austin
Lee County
183
190
79
35

CR 366
CR 366
CR 366
CR 369
CR 367
CR 374
CR 365
TX 95
Chandler Rd
CHANDLER RD
Turkey Cr
Turkey Creek
Northpark Boulevard
FM 397
Jm Cuba Drive
Yellowstone Drive
T H Johnson Drive
Crystal Circle
Taylor
Murphy Park
Oaklawn Drive
Trey Drive
Mallard Lane
Canvas Back Drive
Boyer Drive
Smith Avenue
North Drive
Meadow Lane
Grace Street
Kent Street
Lillie Lane
West Lake Drive
Carlos G Parker Blvd NW
Rydell Lane
Justin Lane
Bull Branch
N Fork Mustang Cr
Mustang Creek
Mustang Cr
CO RD 366
CO RD 374
CO RD 365
CO RD 367
CO RD 369
CO RD 366
Base Map: OpenStreetMap, 2019;
7.5' USGS Topographic Quadrangles:
Taylor, Texas (2019, Map ID No. 30097-E4)
Existing Right-of-way
Proposed Right-of-way
Temporary/Driveway
Construction License
N
W
E
S
1:30,000
0 750 1,500 3,000
Feet
0 250 500 1,000
Meters
Figure 2
Project Location
on USGS Topographic Map Base
CR 366
Williamson County, Texas
County Project Number P296

Figure 3
Project Location
on Potential Archeological Liability Map
CR 366
Williamson County, Texas
County Project Number P296

Area of Potential Effects (APE)

- Existing Right-of-way
- Proposed Right-of-way
- Temporary/Driveway Construction License
- Historic High Probability Area

1:8,000

0 200 400 800 Feet

0 100 200 400 Meters

Figure 4
Project Area
and Historic High Probability Areas
CR 366
Williamson County, Texas
County Project Number P296

Commissioners Court - Regular Session **83.**

Meeting Date: 08/04/2020

1901-285 CR 176 at RM 2243 Change Order No.3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $-204,858.75 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.
P: 241 Funding: Road Bond

Background

The Change Order deletes the quantity for Item 162 Mulch Topdressing and both Items 260 relative to the Lime Treatment Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of the existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough Plasticity Index (PI) that lime treatment of the subgrade was not necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-285 CR 176 at RM 2243 CO No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:54 AM
Form Started By: Dawn Haggard		Started On: 07/24/2020 03:25 PM
Final Approval Date: 07/30/2020		

Received

JUL 17 2020

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*1901-285*
Roadway:	*CR 176 at RM 2243*
CSJ Number:	

1. CONTRACTOR: **Joe Bland Construction**
2. Change Order Work Limits: Sta. **100+26** to Sta. **139+81**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation.

6. Work to be performed in accordance with Items: **See Attached.**
7. New or revised plan sheet(s) are attached and numbered:
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-17-20

By Andrew Batten

Typed/Printed Name Andrew Batten

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: **($204,858.75)**

RECOMMENDED FOR EXECUTION:

John A. [illegible] P.E. 7/20/20
Project Manager Date

N/A
Design Engineer Date

07/21/2020
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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *1901-285*

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
162-WC103	MULCH TOP DRESSING (5")	SY	$4.25	6,355.00	$27,008.75	(6,355.00)	0.00	$0.00	($27,008.75)
260-6002	LIME(HYDRATED LIME SLURRY)	TON	$175.00	488.00	$85,400.00	(488.00)	0.00	$0.00	($85,400.00)
260-6073	LIME(TRT EXT MATL)(8")	SY	$5.00	18,490.00	$92,450.00	(18,490.00)	0.00	$0.00	($92,450.00)
TOTALS					$204,858.75			$0.00	($204,858.75)

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

CR 176 at RM 2243
Williamson County Project No. 1901-285
Change Order No. 3

Reason for Change

This Change Order deletes the quantity for Item 162 Mulch Topdressing and both Items 260 relating to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of the existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrade was not necessary.

This Change Order results in a decrease of $204,858.75 to the Contract amount, for an adjusted Contract total of $2,515,347.55. The original Contract amount was $2,447,560.00. As a result of this Change Order, $67,787.55 has been added to the Contract, resulting in an 2.77% increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

PaveTex
Engineering and Testing

4 Sierra Way Street
Georgetown, Texas 78626
512-688-5655

Client: Williamson County
Attn: Clayton Weber

Report No: GT19-501
Date: 8/23/2019

Report of: Sieve Analysis, Atterberg Limits & Moisture Content
Test Method: Tex-110-E, Tex-104, 105 & 106-E, & Tex-103-E

Sample ID: WILCO Bond Election
Sampled By: PaveTex Engineering
Sample Location: CR 176 & FM 2243
Producer: Existing Material
Material Description: Existing Subgrade

Lab No: 191030 thru 191032
Production/ Sampled Date: 8/21/2019
Project No: NA
Received Date: 8/21/2019
Test Performed By: Tony Minca CET

Results:

Sieve Analysis					
Sieve Size	Cumulative % Retained				
Depth					
2-1/2"					
1-3/4"					
7/8"					
3/8"					
No. 4					
No. 40					
No. 200					

Atterberg Limits					
Station	**102+00**		**107+00**		**113+00**
LL	NP		NP		36
PL	NP		NP		20
PI	NP		NP		16

NP - Material is NonPlastic

Moisture Content					
Depth					
In Situ Moisture Content					
Soil Classification					

Station 102+00 - Material was Tan Reddish LS cuttings
Station 107+00 - Material was Tan LS cuttings
Station 113+00 - Material was Reddish Tan LS cuttings

Report Reviewed by:

Tony Minca CET
PaveTex Engineering and Testing, Inc.
Firm Registration No. F-961

The results shown on this report are for the exclusive use of the client for whom they were obtained and apply only to the samples tested and/or inspected. They are not planned to be indicative of apparently identical products.

Commissioners Court - Regular Session **84.**

Meeting Date: 08/04/2020

1901-285 CR 176 at RM 2243 Change Order No.4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $452,885.58 for CR 176 at RM 2243 (Joe Bland Construction), a Road Bond project in Commissioner Pct. 3.
P: 241 Funding: Road Bond

Background

This Change Order adds a Shared Use Path (SUP) to the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176, along the west right of way. The SUP required a pedestrian crossing at Parkside Parkway on the south end of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-285 CR 176 at RM 2243 CO No. 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:55 AM
Form Started By: Dawn Haggard		Started On: 07/24/2020 03:38 PM
Final Approval Date: 07/30/2020		

Received

JUL 17 2020

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Project:	***1901-285***
Roadway:	***CR 176 at RM 2243***
CSJ Number:	

1. CONTRACTOR: **Joe Bland Construction**
2. Change Order Work Limits: Sta. **100+26** to Sta. **139+81**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **3F** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176, located along the west right of way. The SUP required a pedestrian crossing at Parkside Parkway on the south end of the project.

6. Work to be performed in accordance with Items: **See Attached.**
7. New or revised plan sheet(s) are attached and numbered: **PED 1-7**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-17-20

By Andrew Batten

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **60**

Amount added by this change order: **$452,885.58**

RECOMMENDED FOR EXECUTION:

Project Manager 7/20/20 Date

N/A
Design Engineer Date

07/21/2020
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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *1901-285*

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
432-6005	RIPRAP (CONC)(CL A)	CY	$569.00	0.00	$0.00	750.00	750.00	$426,750.00	$426,750.00
464-6005	RCPIPE (CL III)(24IN)	LF	$70.00	0.00	$0.00	78.00	78.00	$5,460.00	$5,460.00
467-6376	SET (TY II)(24IN)(RCP)(3:1)(P)	EA	$1,778.00	0.00	$0.00	8.00	8.00	$14,224.00	$14,224.00
502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING (FOR SUP)	MO	$975.79	0.00	$0.00	2.00	2.00	$1,951.58	$1,951.58
532-6004	CURB RAMPS (TY I)	EA	$1,500.00	0.00	$0.00	3.00	3.00	$4,500.00	$4,500.00
TOTALS					$0.00			$452,885.58	$452,885.58

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

CR 176 at RM 2243
Williamson County Project No. 1902-285
Change Order No. 4

Reason for Change

This Change Order adds a Shared Use Path (SUP) to the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176, along the west right of way. The SUP required a pedestrian crossing at Parkside Parkway on the south end of the project.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
432-6005	RIPRAP (CONC) (CL A)	750.00	CY
464-6005	RCPIPE (CL III) (24IN)	78.00	LF
467-6376	SET (TY II) (24IN) (RCP) (3:1) (P)	8.00	EA
502-WC01	BARRICADES, SIGN, AND TRAFIC HANDLING (FOR SUP)	2.00	MO
532-6004	CURB RAMPS (TY I)	3.00	EA

This Change Order results in an increase of $452,885.58 to the Contract amount, for an adjusted Contract total of $2,968,233.13. The original Contract amount was $2,447,560.00. As a result of this Change Order, $520,673.13 has been added to the Contract, resulting in an 21.27% increase in the Contract cost. Sixty (60) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

JOE BLAND CONSTRUCTION, L.P.

13111 DESSAU ROAD

AUSTIN, TX 78754

Contact: **Andrew Batten**

Phone: **512-579-9221**

Fax:

Quote To: HNTB

Phone:

Fax:

Job Name: CR 176 Shared Use Path

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	RIPRAP (CL A)	750.00	CY	569.00	426,750.00
20	RC PIPE (CL III)(24 IN)	78.00	LF	70.00	5,460.00
30	SET (TY II)(24 IN)(RCP)(3:1)(P)	8.00	EA	1,778.00	14,224.00
40	CURB RAMPS (TY 1)	3.00	EA	1,500.00	4,500.00
GRAND TOTAL					**$450,934.00**

CP

FLASHER Equipment Co

Flasher Equipment Co.
5827 W. US Hwy. 90
San Antonio, TX 78227
210-736-4251
Fax 210-736-2084

4662

INVOICE

Invoice Date	Invoice No.
4/30/2020	00335470

Terms: Net 10 Days

Joe Bland Construction, L.P.
Ellen Edmondson
13111 Dessau Road
Austin, Texas 78754

Sub in eCMS - 843
Item 1: $850.00

Job ID: 250536
Cr 176
CR 176;; Deer Draw;; RM 2243
Georgetown
Project#: CR 176
Highway: County:

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#
JOEBLACO	CR 176	843	4/1/2020 - 4/30/2020	Andrew Batten

Date	Description	From - To	Qty	Days	Units	Price	Total
	---------- RENTALS ----------						
04/30/20	MONTHLY CONTRACT	04/01 04/30	1	30	1	850.00	$850.00
04/01/20	42" CHANNELIZER	04/01 04/30	56	30	1,680	0.00	$0.00
04/01/20	30LB CHANNELIZER BASE	04/01 04/30	56	30	1,680	0.00	$0.00
04/01/20	8 FT TY III PLASTIC BARRICADE	04/01 04/28	24	28	672	0.00	$0.00
04/29/20	8 FT TY III PLASTIC BARRICADE	04/29 04/30	12	2	24	0.00	$0.00
04/01/20	METAL BASE FOR TYPE III BARRICADE	04/01 04/28	48	28	1,344	0.00	$0.00
04/29/20	METAL BASE FOR TYPE III BARRICADE	04/29 04/30	24	2	48	0.00	$0.00
04/01/20	PLASTIC TRAFFIC BARREL	04/01 04/28	6	28	168	0.00	$0.00
04/01/20	TIRE RING FOR BARREL	04/01 04/28	6	28	168	0.00	$0.00
04/01/20	18 X 36 CORO DGFO BLACK - End Road Work	04/01 04/30	3	30	90	0.00	$0.00
04/01/20	18 X 36 CORO WHITE BLACK - When Workers Are Pre	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	24X30 CORO DGFO BKV - M4-9L Detour Left	04/01 04/28	2	28	56	0.00	$0.00
04/01/20	24X30 CORO DGFO BKV - M4-9R Detour Right	04/01 04/28	2	28	56	0.00	$0.00
04/01/20	24 X 48 CORO DGFO BLACK - Begin Road Work Next _	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	24 X 48 CORO DGFO BLACK - End Road Work	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	24 X 48 CORO DGFO BLACK - End Work Zone	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	30X36 CORO DGFO BKV - Begin Work Zone	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	30X36 CORO DGFO BKV - M4-9AL DETOUR W/90 DE	04/01 04/28	1	28	28	0.00	$0.00
04/01/20	30X36 CORO DGFO BKV - M4-9AR DETOUR W/90 DE	04/01 04/28	1	28	28	0.00	$0.00
04/01/20	30 X 48 CORO WHITE BLACK - Contractor Name	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	30 X 48 CORO WHITE BLACK - ROAD CLOSED	04/01 04/28	5	28	140	0.00	$0.00
04/01/20	30 X 60 CORO WHITE BLACK - Road Closed __ Mile A	04/01 04/28	2	28	56	0.00	$0.00
04/01/20	36 X 36 CORO DGFO BLACK - DETOUR 1500 FT	04/01 04/28	2	28	56	0.00	$0.00
04/01/20	36 X 36 CORO DGFO BLACK - No Center Line	04/01 04/30	2	30	60	0.00	$0.00

Customer: Joe Bland Construction, L.P. - Job ID: 250536 - Invoice#: 00335470 - Invoice Date: 4/30/2020 (cont.)

Date	Description	From - To	Qty	Days	Units	Price	Total
	---------- RENTALS ----------						
04/01/20	36 X 36 CORO DGFO BLACK - Road Work Ahead	04/01 04/30	3	30	90	0.00	$0.00
04/01/20	36 X 36 CORO WHITE BLACK - Traffic Fines Double	04/01 04/30	6	30	180	0.00	$0.00
04/01/20	42 X 48 CORO WHITE BLACK - Obey Warning Sign	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	48 X 48 CORO DGFO BLACK - Road Work Ahead	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	48X48 ALUM YLP BKV - Stay Alert Talk Or Text Later	04/01 04/30	5	30	150	0.00	$0.00
04/01/20	SANDBAG	04/01 04/30	360	30	10,800	0.00	$0.00
04/01/20	TELE 10 FT SQ POST BREAK AWAY 1 INCH	04/01 04/30	33	30	990	0.00	$0.00
04/01/20	TELE 12 FT SQ POST BREAK AWAY 1 INCH	04/01 04/30	40	30	1,200	0.00	$0.00
04/01/20	TELE 14 FT SQ POST BREAK AWAY 1 INCH	04/01 04/30	10	30	300	0.00	$0.00
04/01/20	TELE 4ft upright with 5ft square foot welded	04/01 04/30	33	30	990	0.00	$0.00
04/01/20	8 IN UPRIGHT FOR T-LEG	04/01 04/30	50	30	1,500	0.00	$0.00
04/01/20	TELE 6in round to 3ft sq adjustable foot for sign	04/01 04/30	58	30	1,740	0.00	$0.00
04/01/20	TELE 1.75 x 38inch 14 ga Crossbrace	04/01 04/30	28	30	840	0.00	$0.00
04/01/20	52 IN X BRACE SET	04/01 04/30	50	30	1,500	0.00	$0.00

EQUIPMENT RENTAL TOTAL	$850.00
ONE-TIME CHARGES	$0.00
SALES TAX	$70.12
TOTAL CHARGES	$920.12
PLEASE PAY THIS AMOUNT	$920.12

****** Job Not Complete ******

SHARED USE PATH QUANTITIES SUMMARY

SUP SHEET NO.	ITEM 432	ITEM 464	ITEM 467	ITEM 532	SUBSIDIARY TO ITEM 432 ---->	ITEM 100	ITEM 110	ITEM 132	ITEM 247	FOR INFORMATION PURPOSED ONLY ---->	160	164	ITEM 166	168
	6005	6005	6376	6004		WC01	6001	6005	WC01		WC02	WC05	6002	WC001
	RIPRAP (CL A)	RC PIPE (CL III) (24 IN)	SET (TY II) (24 IN)(RCP) (3:1)(P)	CURB RAMPS (TY 1)		PREPARING ROW	EXCAVATION (RDWY)	EMBANKMENT (FINAL) (ORD COMP) (TY C)	FL BS (CMP IN PLACE) (8")		FURNISHING & PLACING TOPSOIL (4")	SEEDING FOR EROSION CONTROL (PERM)(WARM) (TY 5)	FERTILIZER	VEGETATIVE WATERING
	CY	LF	EA	EA		LS	CY	CY	CY		SY	SY	TON	MG
1 OF 2	307	54	6	1		0.5	635	107	198		1670	1670	0.3	81.7
2 OF 2	310	24	2	2		0.5	437	181	184		1823	1823	0.3	85.7
TOTAL	617	78	8	3		1.0	1072	288	382		3493	3493	0.6	167.4

Texas Department of Transportation

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY PRECINCT #3

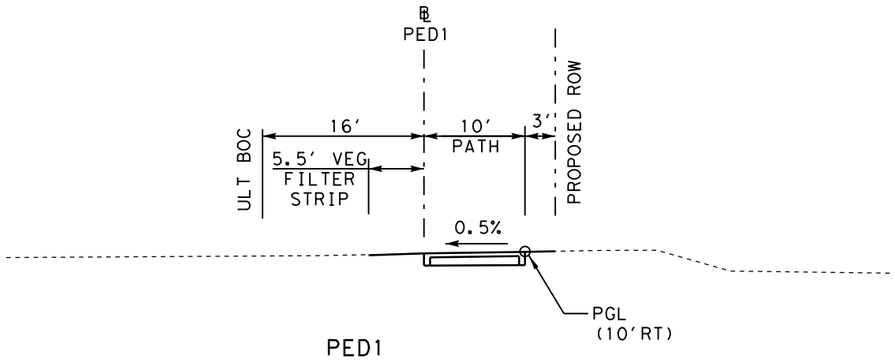
wsb

CR 176 AT RM 2243 SHARED USE PATH SUMMARY OF QUANTITIES

SHEET 1 OF 1

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED1
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

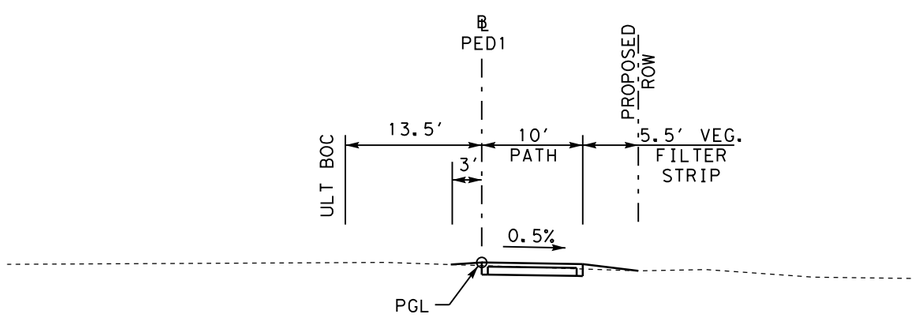
$PLTDRVS$
2:14:23 PM
1/10/2020
k:\011572-000\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-SUMM.dgn



PED1

PROPOSED TYPICAL SECTION

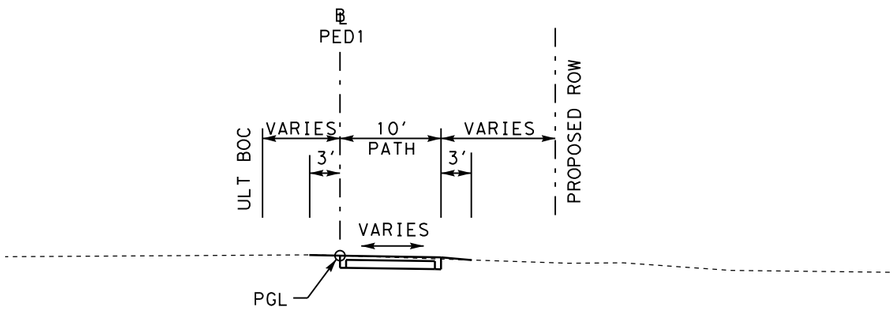
STA 11+75.00 - 20+22.57



PED1

PROPOSED TYPICAL SECTION

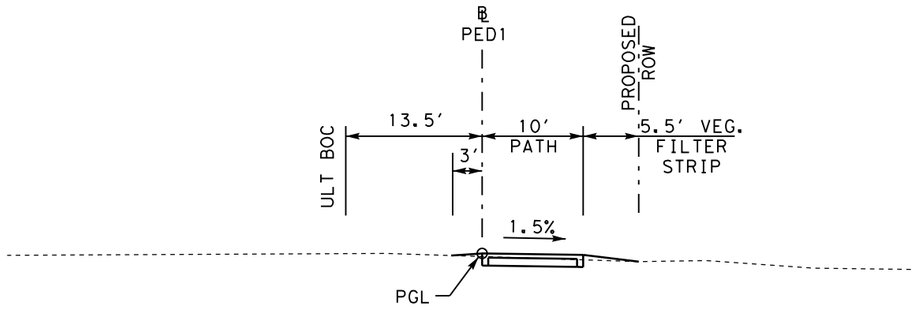
STA 20+22.57 - STA 22+10.00
STA 25+70.00 - STA 32+00.00



PED1

PROPOSED TYPICAL SECTION

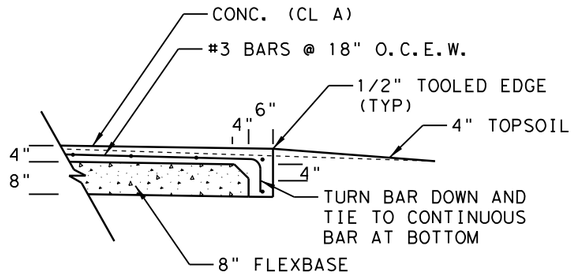
STA 10+00.00 - STA 11+75.00
STA 22+10.00 - STA 25+70.00



PED1

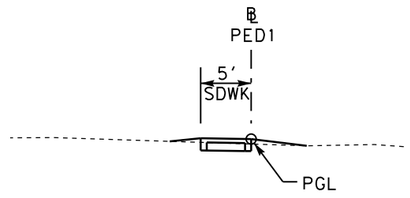
PROPOSED TYPICAL SECTION

STA 32+00.00 - STA 50+37.50



PED1

DETAILS



PED1

PROPOSED TYPICAL SECTION

STA 50+37.50 - STA 51+00.00

NOTE: PROVIDE GROOVED EXPANSION JOINTS @ 10′.
PROVIDE 3/4" BOARD EXPANSION JOINTS @ 40′ (MAX).
TERMINATE EACH WORKDAY AT AN EXPANSION JOINT.

N. T. S.

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #3

wsb

CR 176 AT RM 2243 SHARED USE PATH TYPICAL SECTIONS

SHEET 1 OF 1

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED2
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

$PLTDRVS$
2:14:29 PM
1/10/2020
K:\01512-2000\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-TYP-01.dgn

HORZONTAL ALIGNMENT DATA
(PED1)

```
<*       1   DESCRIBE CHAIN PED1

Chain PED1 contains:
 PED04 CUR PED11 CUR PED12 CUR PED13 CUR PED14 CUR PED15 CUR PED16 PED05 PED06 PED07

Beginning chain PED1 description
================================================================================

Point PED04           N  10,191,031.9156 E   3,102,256.3147 Sta       9+00.00

Course from PED04 to PC PED11 S 10° 21' 39.67" E Dist 126.0000

                                        Curve Data
                                       *----------*
Curve PED11
P.I.  Station              10+30.99  N      10,190,903.0599  E      3,102,279.8735
Delta          =       0° 35' 05.51" (RT)
Degree         =       5° 51' 30.47"
Tangent        =              4.9916
Length         =              9.9832
Radius         =            978.0000
External       =              0.0127
Long Chord     =              9.9832
Mid. Ord.      =              0.0127
P.C.  Station              10+26.00  N      10,190,907.9702  E      3,102,278.9758
P.T.  Station              10+35.98  N      10,190,898.1407  E      3,102,280.7211
C.C.                                 N      10,190,732.0769  E      3,101,316.9230
Back         = S  10° 21' 39.67" E
Ahead        = S   9° 46' 34.17" E
Chord Bear   = S  10° 04' 06.92" E

                                        Curve Data
                                       *----------*
Curve PED12
P.I.  Station              10+53.10  N      10,190,881.2741  E      3,102,283.6273
Delta          =      64° 44' 27.61" (LT)
Degree         =     212° 12' 23.76"
Tangent        =             17.1152
Length         =             30.5085
Radius         =             27.0000
External       =              4.9677
Long Chord     =             28.9112
Mid. Ord.      =              4.1957
P.C.  Station              10+35.98  N      10,190,898.1407  E      3,102,280.7211
P.T.  Station              10+66.49  N      10,190,876.7051  E      3,102,300.1214
C.C.                                 N      10,190,902.7253  E      3,102,307.3290
Back         = S   9° 46' 34.17" E
Ahead        = S  74° 31' 01.77" E
Chord Bear   = S  42° 08' 47.97" E

                                        Curve Data
                                       *----------*
Curve PED13
P.I.  Station              11+66.97  N      10,190,849.8833  E      3,102,396.9505
Delta          =     136° 35' 03.16" (RT)
Degree         =     143° 14' 22.01"
Tangent        =             100.4753
Length         =              95.3538
Radius         =              40.0000
External       =              68.1447
Long Chord     =              74.3265
Mid. Ord.      =              25.2050
P.C.  Station              10+66.49  N      10,190,876.7051  E      3,102,300.1214
P.T.  Station              11+61.85  N      10,190,802.8169  E      3,102,308.1809
C.C.                                 N      10,190,838.1567  E      3,102,289.4434
Back         = S  74° 31' 01.77" E
Ahead        = S  62° 04' 01.38" W
Chord Bear   = S   6° 13' 30.19" E

                                        Curve Data
                                       *----------*
Curve PED14
P.I.  Station              11+78.96  N      10,190,794.7995  E      3,102,293.0597
Delta          =      64° 44' 27.61" (LT)
Degree         =     212° 12' 23.76"
Tangent        =             17.1152
Length         =             30.5085
Radius         =             27.0000
External       =              4.9677
Long Chord     =             28.9112
Mid. Ord.      =              4.1957
P.C.  Station              11+61.85  N      10,190,802.8169  E      3,102,308.1809
P.T.  Station              11+92.35  N      10,190,777.7029  E      3,102,293.8581
C.C.                                 N      10,190,778.9625  E      3,102,320.8287
Back         = S  62° 04' 01.38" W
Ahead        = S   2° 40' 26.22" E
Chord Bear   = S  29° 41' 47.58" W
```

HORZONTAL ALIGNMENT DATA
(PED1)
(CONT.)

```
                                        Curve Data
                                       *----------*
Curve PED15
P.I.  Station              15+49.04  N      10,190,421.4008  E      3,102,310.4986
Delta          =      40° 04' 30.90" (RT)
Degree         =       5° 51' 30.47"
Tangent        =             356.6904
Length         =             684.0573
Radius         =             978.0000
External       =              63.0149
Long Chord     =             670.1983
Mid. Ord.      =              59.2005
P.C.  Station              11+92.35  N      10,190,777.7029  E      3,102,293.8581
P.T.  Station              18+76.41  N      10,190,138.0457  E      3,102,093.8470
C.C.                                 N      10,190,732.0769  E      3,101,316.9230
Back         = S   2° 40' 26.22" E
Ahead        = S  37° 24' 04.68" W
Chord Bear   = S  17° 21' 49.23" W

Course from PT PED15 to PC PED16 S 37° 24' 04.68" W Dist 146.1635

                                        Curve Data
                                       *----------*
Curve PED16
P.I.  Station              26+33.17  N      10,189,536.8734  E      3,101,634.1945
Delta          =      58° 05' 25.81" (LT)
Degree         =       5° 12' 39.87"
Tangent        =             610.5985
Length         =           1,114.7506
Radius         =           1,099.5000
External       =             158.1688
Long Chord     =           1,067.6150
Mid. Ord.      =             138.2769
P.C.  Station              20+22.57  N      10,190,021.9333  E      3,102,005.0682
P.T.  Station              31+37.33  N      10,188,965.6520  E      3,101,849.9180
C.C.                                 N      10,189,354.1038  E      3,102,878.5120
Back         = S  37° 24' 04.68" W
Ahead        = S  20° 41' 21.13" E
Chord Bear   = S   8° 21' 21.78" W

Course from PT PED16 to PED05 S 20° 41' 21.13" E Dist 837.1996

Point PED05           N  10,188,182.4429 E   3,102,145.6994 Sta      39+74.52

Course from PED05 to PED06 S 21° 20' 10.69" E Dist 1,063.0618

Point PED06           N  10,187,192.2424 E   3,102,532.4854 Sta      50+37.59

Course from PED06 to PED07 N 68° 39' 49.31" E Dist 143.3463

Point PED07           N  10,187,244.3978 E   3,102,666.0069 Sta      51+80.93

================================================================================
Ending chain PED1 description
```

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

Daniel A. Rogers

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY PRECINCT #3

wsb

CR 176
AT RM 2243
SHARED USE PATH
HORZONTAL ALIGNMENT DATA

SHEET 1 OF 1

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED3
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

$PLTDRVS$
2:14:30 PM
1/10/2020
K:\01\1572-000\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-TBL-01.dgn

STATION	X-SLOPE	PGL ELEV	DESC.
10+00.00	-0.50%	981.83	VPI
10+20.00	-0.50%	981.32	VPI
10+40.00	-0.50%	979.92	POINT ON GRADE
10+60.00	-0.50%	978.52	VPI
10+80.00	-0.50%	977.91	POINT ON GRADE
11+00.00	-0.50%	977.30	VPI
11+20.00	-0.50%	978.02	POINT ON GRADE
11+40.00	-0.50%	978.75	VPI
11+50.00	-0.50%	978.75	VPI
11+60.00	-0.50%	979.34	POINT ON GRADE
11+80.00	0.50%	980.51	POINT ON GRADE
12+00.00	0.50%	981.13	VPI
12+50.00	0.50%	981.25	VPI
13+00.00	0.50%	981.41	VPI
13+50.00	0.50%	981.52	VPI
14+00.00	0.50%	981.46	VPI
14+50.00	0.50%	981.77	VPI
15+00.00	0.50%	982.26	VPI
15+50.00	0.50%	982.57	VPI
16+00.00	0.50%	983.03	VPI
16+50.00	0.50%	983.60	VPI
17+00.00	0.50%	984.39	VPI
17+50.00	0.50%	985.00	VPI
18+00.00	0.50%	985.29	VPI
18+50.00	0.50%	985.77	VPI
19+00.00	0.50%	986.40	VPI
19+50.00	0.50%	986.63	VPI
20+00.00	0.50%	986.75	VPI
20+50.00	0.50%	987.13	VPI
21+00.00	0.00%	987.26	VPI
21+50.00	-0.50%	987.27	VPI
22+00.00	-0.50%	987.30	VPI
22+50.00	-0.50%	987.04	VPI
23+00.00	-0.50%	986.72	VPI
23+50.00	-0.50%	986.60	VPI
24+00.00	-0.50%	986.44	VPI
24+50.00	-0.50%	986.23	VPI
25+00.00	-0.50%	986.31	VPI
25+50.00	-0.50%	986.94	VPI
26+00.00	-0.50%	986.40	VPI
26+50.00	-0.50%	986.24	VPI
27+00.00	-0.50%	985.74	VPI

STATION	X-SLOPE	PGL ELEV	DESC.
27+50.00	-0.50%	985.28	VPI
28+00.00	-0.50%	985.32	VPI
28+50.00	-0.50%	985.62	VPI
29+00.00	-0.50%	985.87	VPI
29+50.00	-0.50%	986.38	VPI
30+00.00	-0.50%	986.64	VPI
30+50.00	-0.50%	986.98	VPI
31+00.00	-0.50%	987.08	VPI
31+50.00	-0.50%	987.27	VPI
32+00.00	-0.50%	987.68	VPI
32+50.00	-1.50%	988.45	VPI
33+00.00	-1.50%	989.33	VPI
33+50.00	-1.50%	989.93	VPI
34+00.00	-1.50%	990.94	VPI
34+50.00	-1.50%	991.42	VPI
35+00.00	-1.50%	991.40	VPI
35+50.00	-1.50%	990.40	VPI
36+00.00	-1.50%	988.48	VPI
36+50.00	-1.50%	987.09	VPI
37+00.00	-1.50%	986.37	VPI
37+50.00	-1.50%	985.70	VPI
38+00.00	-1.50%	984.84	VPI
38+50.00	-1.50%	983.82	VPI
39+00.00	-1.50%	982.94	VPI
39+50.00	-1.50%	982.13	VPI
40+00.00	-1.50%	980.91	VPI
40+50.00	-1.50%	980.10	VPI
41+00.00	-1.50%	979.64	VPI
41+50.00	-1.50%	978.74	VPI
42+00.00	-1.50%	978.07	VPI
42+50.00	-1.50%	977.31	VPI
43+00.00	-1.50%	976.64	VPI
43+50.00	-1.50%	976.01	VPI
44+00.00	-1.50%	975.28	VPI
44+50.00	-1.50%	974.19	VPI
45+00.00	-1.50%	973.05	VPI
45+50.00	-1.50%	972.09	VPI
46+00.00	-1.50%	971.27	VPI
46+50.00	-1.50%	970.58	VPI
47+00.00	-1.50%	969.81	VPI
47+50.00	-1.50%	969.58	VPI
48+00.00	-1.50%	968.81	VPI
48+50.00	-1.50%	968.59	VPI
49+00.00	-1.50%	968.10	VPI
49+60.00	-1.50%	967.63	VPI
50+00.00	-1.50%	969.50	VPI
50+37.50	-1.50%	966.92	VPI

NOTES:

1. REFER TO TYPICAL SECTIONS FOR PGL LOCATION RELATIVE TO ALIGNMENT.
2. X-SLOPE IS MEASURED FROM PGL TOWARD OPPOSITE EDGE OF PATH.

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED PROFESSIONAL ENGINEER

Daniel A. Rogers

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY PRECINCT #3

wsb

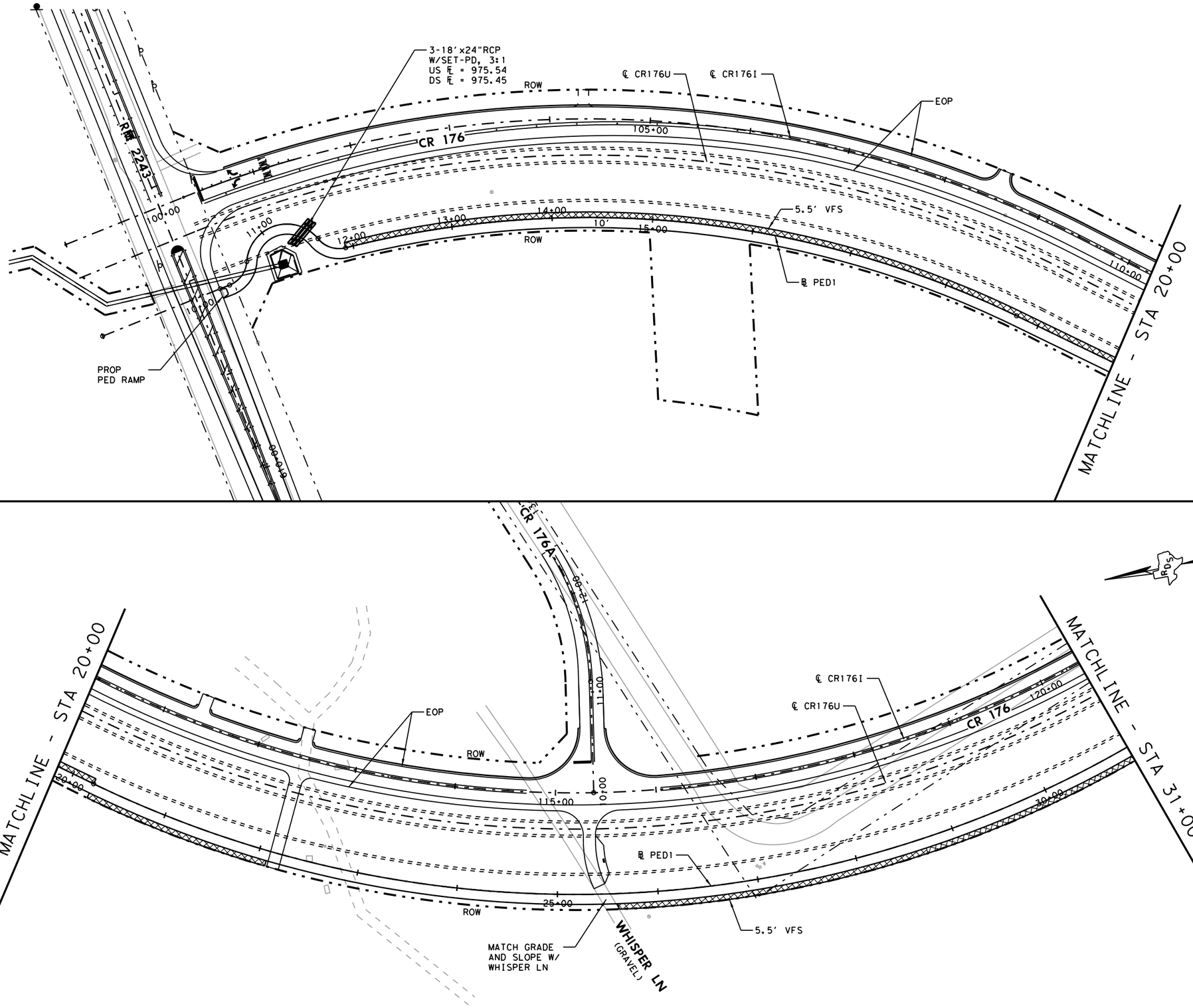
WSB & ASSOCIATES, INC.
FIRM # 16849

CR 176
AT RM 2243
SHARED USE PATH
X-SLOPE/PGL DATA

SHEET 1 OF 1

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED4
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

$PLTDRVS$
2:14:31 PM
1/10/2020
K:\DO\1572-200\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-TBL-02.dgn



0 50 100
SCALE: 1"=100'

LEGEND

VEGETATIVE FILTER STRIP

FUTURE CURB & GUTTER

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

Daniel A. Rogers

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY
1848

WILLIAMSON
COUNTY
PRECINCT
#3

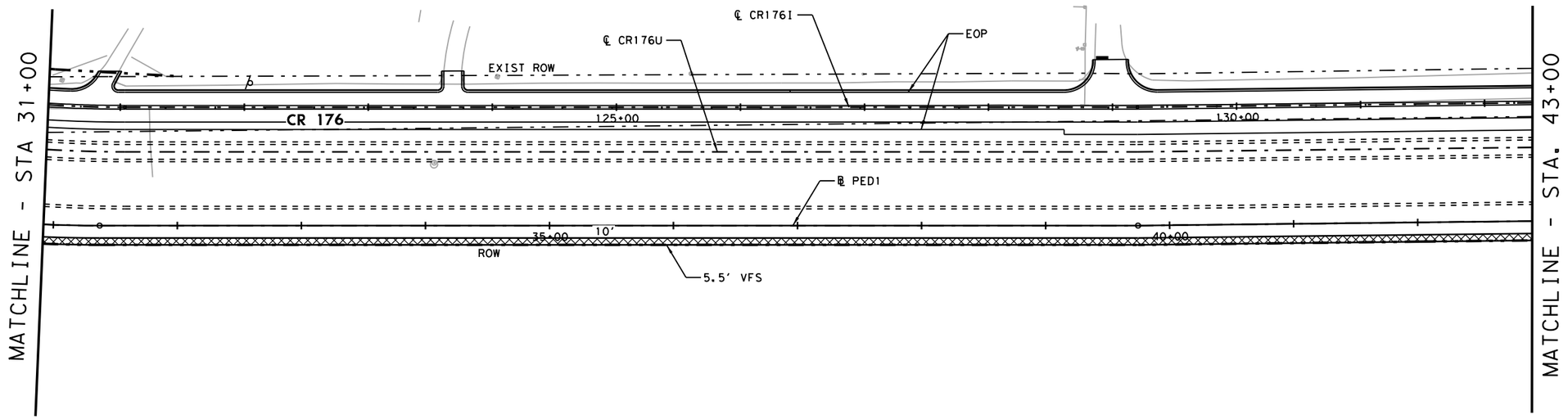
wsb

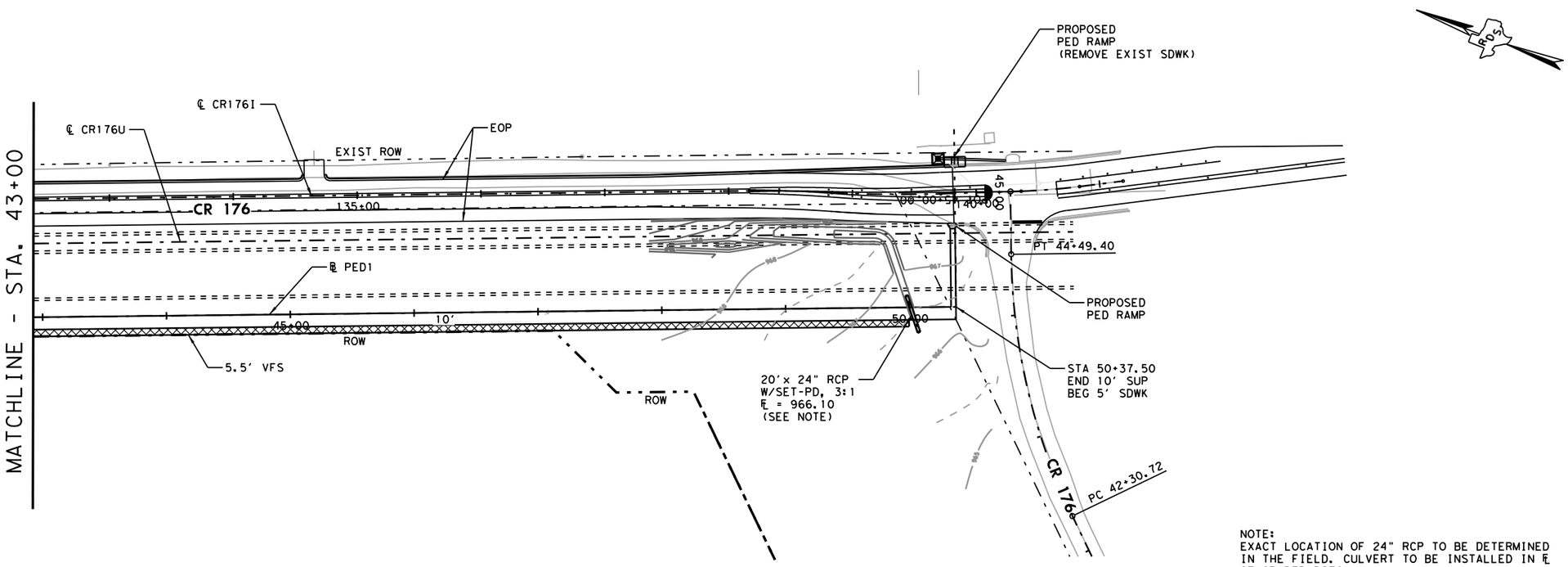
CR 176
AT RM 2243
SHARED USE PATH PLAN

SHEET 1 OF 2

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED5
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

$PLTDRVS$
2:14:57 PM
1/10/2020
K:\SO\1512-2000\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-01.dgn





0 50 100

SCALE: 1"=100'

LEGEND

VEGETATIVE FILTER STRIP

FUTURE CURB & GUTTER

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY PRECINCT #3

wsb

CR 176 AT RM 2243

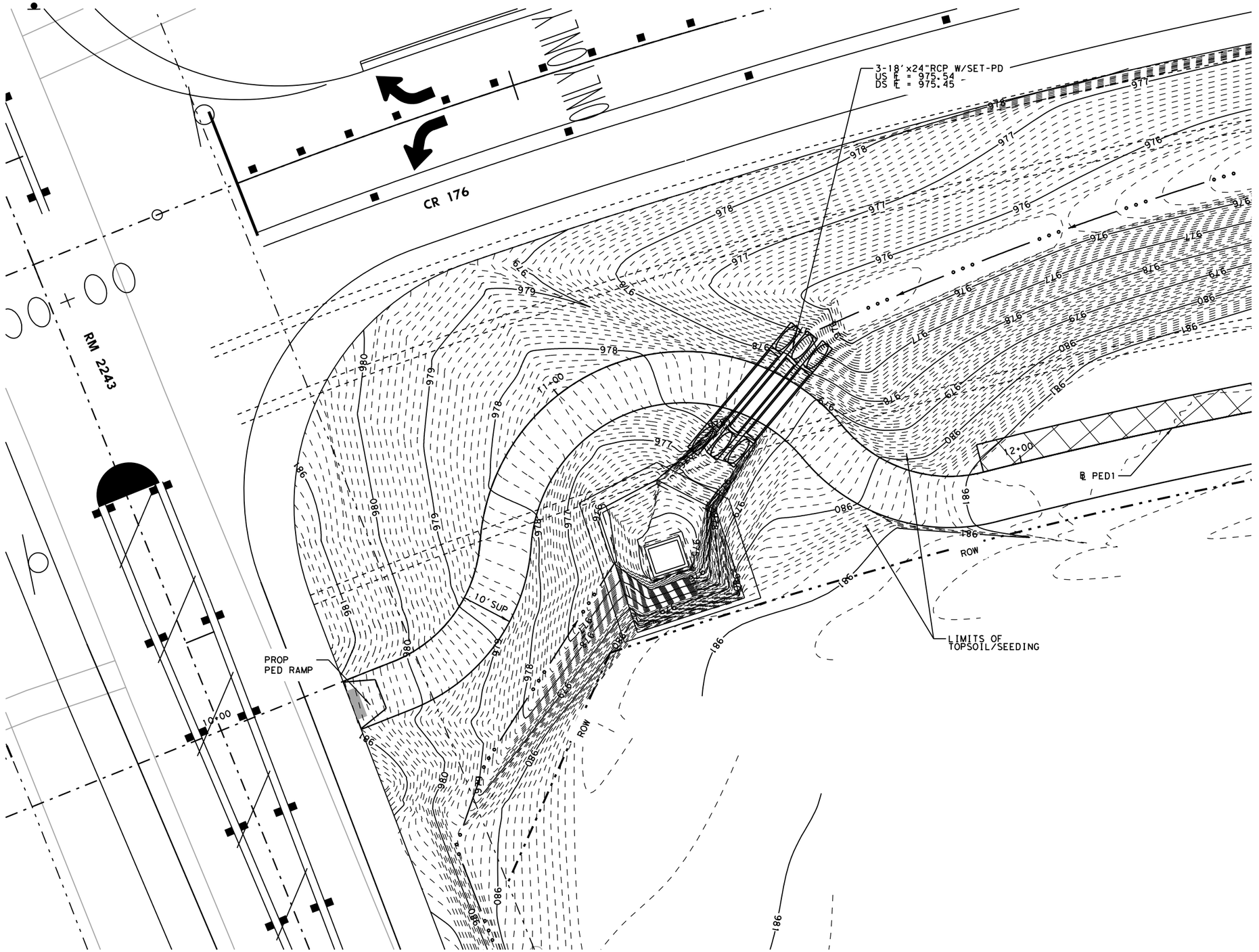
SHARED USE PATH PLAN

SHEET 2 OF 2

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED6
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

NOTE:
EXACT LOCATION OF 24" RCP TO BE DETERMINED IN THE FIELD. CULVERT TO BE INSTALLED IN ℄ OF GRADED DITCH.

$PLTDRVS$
2:14:58 PM
1/10/2020
K:\01352-000\CR 176\DGN\SHEETS\Shared Use Path\CR176-PED-02.dgn



0 50 100

SCALE: 1"=100'

LEGEND

VEGETATIVE FILTER STRIP

FUTURE CURB & GUTTER

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

1/10/2020

Texas Department of Transportation

WILLIAMSON COUNTY
1848

WILLIAMSON
COUNTY
PRECINCT
#3

wsb

CR 176
AT RM 2243
SHARED USE PATH
DETAIL

SHEET 1 OF 1

FED.RD. DIV.NO.	STATE PROJECT NO.		SHEET
6	2103-01-033		PED7
STATE	DIST.	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
2103	01	033	CR 176

$PLTDRVS$
2:14:59 PM
1/10/2020
K:\CO\1572-000\CR 176\DGN\SHEETS\Shared Use Path\CR176-DET-01.dgn

Commissioners Court - Regular Session **85.**

Meeting Date: 08/04/2020

1812-282 Seward Junction Improvements Change Order No. 4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $17,647.04 for Seward Junction Improvements (Jordan Foster), a Road Bond project in Commissioner Pct. 2.
P: 271 and 274 Funding: Road Bond

Background

This Change Order adds Work Zone Pavement Mark Non-Removable items to the contract. The plans included Work Zone Pavement Mark Non-Removable items that worked with the asphalt pavement section, because the temporary pavement markings applied during the traffic control phases would get covered up by the final overlay. Since our roadway is now concrete pavement, the temporary work zone pavement markings need to be removable so that markings from previous traffic phases are not visible when the final striping layout is applied. This Change Order applies to the Seward Junction Southeast portion of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements CO No. 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:56 AM
Form Started By: Dawn Haggard		Started On: 07/28/2020 10:24 AM
Final Approval Date: 07/30/2020		

Received
JUL 24 2020

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

Project:	*1812-282*
Roadway:	*Seward Junction*
CSJ Number:	

HNTB Corporation

1. CONTRACTOR: **Jordan Foster Construction**
2. Change Order Work Limits: Sta. **177+95** to Sta. **270+26**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2J** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

6. Work to be performed in accordance with Items: **See attached.**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-15-2020

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

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

Amount added by this change order: **$17,647.04**

RECOMMENDED FOR EXECUTION:

Project Manager Date 7/27/20

N/A
Design Engineer Date

07/27/2020
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: *4* ***Project #*** *1812-282*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.690	0.00	$0.00	9,722.00	9,722.00	$6,708.18	$6,708.18
662-6071	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	$1.38	0.00	$0.00	302.00	302.00	$416.76	$416.76
662-6075	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	$9.55	0.00	$0.00	104.00	104.00	$993.20	$993.20
662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.69	0.00	$0.00	13,810.00	13,810.00	$9,528.90	$9,528.90
TOTALS					$0.00			$17,647.04	$17,647.04

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 4

Reason for Change

This Change Order adds Work Zone Pavement Mark Removeable items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section, because the temporary pavement markings applied during the traffic control phases would get covered up by the final overlay. Since our roadway is now concrete pavement the temporary work zone pavement markings need to be removeable so that markings from previously traffic phases are not visible when the final striping layout is applied. This change order applies to the Seward Junction Southeast portion of the project.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
662-6063	WK ZN PAV MRK REMOV (W) 4” (SLD)	9,722	LF
662-6071	WK ZN PAV MRK REMOV (W) 8” (SLD)	302	LF
662-6075	WK ZN PAV MRK REMOV (W) 24” (SLD)	104	LF
662-6095	WK ZN PAV MRK REMOV (Y) 4” (SLD)	13,810	LF

This Change Order results in a net increase of $17,647.04 to the Contract amount, for an adjusted Contract total of $13,413,530.92. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $143,272.82 has been added to the Contract, resulting in an 1.08% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

April 29, 2020

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

As requested in RFI #25, the following are the unit prices for the scope of removable work zone pavement markings in the Southeast of the above referenced project.

Item 662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)					
Contractor Cost per Unit				$0.69		
Approx.	9,722	LF	@	$0.69	=	$6,708.18
Item 662-6071	WK ZN PAV MRK REMOV (W) 8" (SLD)					
Contractor Cost per Unit				$1.38		
Approx.	302	LF	@	$1.38	=	$416.76
Item 662-6075	WK ZN PAV MRK REMOV (W) 24" (SLD)					
Contractor Cost per Unit				$9.55		
Approx.	104	LF	@	$9.55	=	$993.20
Item 662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)					
Contractor Cost per Unit				$0.69		
Approx.	13,810	LS	@	$0.69	=	$9,528.90

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel

JC Kindel
Project Manager

Commissioners Court - Regular Session **86.**

Meeting Date: 08/04/2020

1812-282 Seward Junction Improvements Change Order No. 5

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $272,222.65 for Seward Junction Improvements (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2.
P: 271 and 274 Funding: Road Bond

Background

This Change Order compensates the Contractor for additional work to install new 6" and 8" wastewater lines, a new 6" water line, and to remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities is necessary because the existing lines are in conflict with the proposed construction of the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements CO No. 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:57 AM
Form Started By: Dawn Haggard		Started On: 07/28/2020 03:54 PM
Final Approval Date: 07/30/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **105+00** to Sta. **106+00**

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

4. Reasons: **2G** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

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

7. New or revised plan sheet(s) are attached and numbered: **1 - 7**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-24-2020

By Digitally signed by John Goodrich, P.E. DN: cn=John Goodrich, P.E., o=Jordan Foster Construction, LLC, ou=President, Infrastructure & Concrete, email=jgoodrich@jordanfosterconstruction.com, c=US Date: 2020.07.24 13:53:30 -06'00'

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

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

Amount added by this change order: **$272,222.65**

RECOMMENDED FOR EXECUTION:

P.E. 7/28/20
Project Manager Date

N/A
Design Engineer Date

7/28/2020
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: *5* ***Project #*** *1812-282*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-001	INSURANCE, BONDS & MOBILIZATION	LS	$12,852.98	0.00	$0.00	1.00	1.00	$12,852.98	$12,852.98
999-002	CUT, PLUG, & ABANDONED EXISTING UTILITIES	LS	$9,357.90	0.00	$0.00	1.00	1.00	$9,357.90	$9,357.90
999-003	INSTALL & REMOVE SILT FENCE	LF	$5.46	0.00	$0.00	245.00	245.00	$1,337.70	$1,337.70
999-004	8" C900 DR18, FORCE MAIN-FITTINGS, RESTRAINED JOINTS	LF	$187.11	0.00	$0.00	197.00	197.00	$36,860.67	$36,860.67
999-005	6" C900 DR18, FORCE MAIN-FITTINGS, RESTRAINED JOINTS	LF	$180.61	0.00	$0.00	182.00	182.00	$32,871.02	$32,871.02
999-006	6" C900 DR18, WATERLINE-FITTINGS,RESTRAINED JOINTS	LF	$182.85	0.00	$0.00	201.00	201.00	$36,752.85	$36,752.85
999-007	18" STEEL ENCASEMENT (OPEN CUT)	LF	$186.65	0.00	$0.00	176.00	176.00	$32,850.40	$32,850.40
999-008	16" STEEL ENCASEMENT (OPEN CUT)	LF	$162.09	0.00	$0.00	355.00	355.00	$57,541.95	$57,541.95
999-009	WET CONNECTION	EA	$5,367.63	0.00	$0.00	6.00	6.00	$32,205.78	$32,205.78
999-010	6" GATE VALVE WITH BOX	EA	$1,232.80	0.00	$0.00	2.00	2.00	$2,465.60	$2,465.60
999-011	TRENCH SAFETY	LF	$2.76	0.00	$0.00	580.00	580.00	$1,600.80	$1,600.80
999-012	BYPASS PUMPING	DAY	$5,175.00	0.00	$0.00	3.00	3.00	$15,525.00	$15,525.00
TOTALS					$0.00			$272,222.65	$272,222.65

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 5

Reason for Change

This Change Order compensates the Contractor for additional work to install new 6” and an 8” wastewater lines, a new 6” water line and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities is necessary because the existing lines are in conflict with the proposed construction of the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

The new underground utility lines will be encased since they are under County Right of Way. The wastewater service will be maintained by pumping around the relocation area from manhole to manhole. The wastewater vault was shown in the plans, but no action was provided as to what to do with the structure and no method of payment was stated. The City’s Utility Engineer generated the new plan sheets for the lowering of the lines and eliminating the vault. These lines are located along the south side and parallel to SH 29 across Texas Material’s existing driveway. The Contractor’s pricing was compared to other projects in the program and are comparable. This Change Order applies to the Seward Junction Southwest portion of the project.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-001	INSURANCE, BONDS, & MOBILIZATION	1	LS
999-002	CUT, PLUG, AND ABANDON EXISTING UTILITIES	1	LS
999-003	INSTALL & REMOVE SILT FENCE	245	LF
999-004	8” C900 DR18 FORCE MAIN-RESTRAINED JOINTS	197	LF
999-005	6” C900 DR18 FORCE MAIN-RESTRAINED JOINTS	182	LF
999-006	6” C900 DR18 WATER MAIN-RESTRAINED JOINTS	201	LF
999-007	18” STEEL ENCASEMENT (OPEN CUT)	176	LF
999-008	16” STEEL ENCASEMENT (OPEN CUT)	355	LF

999-009	WET CONNECTION	6	EA
999-010	6” GATE VALVE WITH VALVE BOXES	2	EA
999-011	TRENCH SAFETY	580	LF
999-012	BYPASS PUMPING	3	DAY

This Change Order results in a net increase of $272,222.65 to the Contract amount, for an adjusted Contract total of $13,685,753.57. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $415,495.47 has been added to the Contract, resulting in an 3.13% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

CITY OF LIBERTY HILL
SH 29 AT CR 213 UTILITY RELOCATION
BID SCHEDULE

STEGER BIZZELL
F-181

No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	INSURANCE, BONDS, & MOBILIZATION (<5% OF TOTAL BID)	1	LS	$ 12,852.98	$ 12,852.98
2	DEMOLITION PLAN & CUT, PLUG, & ABANDON EXISTING UTILITIES	1	LS	$ 9,357.90	$ 9,357.90
3	INSTALL AND REMOVE SILT FENCING, PER L.F.	245	LF	$ 5.46	$ 1,337.70
4	8" C900 DR18 FORCE MAIN INCLUDING FITTINGS, THRUST BLOCKS, & RESTRAINED JOINTS	197	LF	$ 187.11	$ 36,860.67
5	6" C900 DR18 FORCE MAIN INCLUDING FITTINGS, THRUST BLOCKS, & RESTRAINED JOINTS	182	LF	$ 180.61	$ 32,871.02
6	6" C900 DR18 WATER MAIN INCLUDING FITTINGS, THRUST BLOCKS, & RESTRAINED JOINTS	201	LF	$ 182.85	$ 36,752.85
7	18" STEEL CASING (OPEN CUT)	176	LF	$ 186.65	$ 32,850.40
8	16" STEEL CASING (OPEN CUT)	355	LF	$ 162.09	$ 57,541.95
9	WET CONNECTIONS TO EXISTING PIPELINES	6	EA	$ 5,367.63	$ 32,205.78
10	6" GATE VALVE WITH VALVE BOX	2	EA	$ 1,232.80	$ 2,465.60
11	TRENCH SAFETY PLAN	580	LF	$ 2.76	$ 1,600.80
12	BYPASS PUMPING	3	DY	$ 5,175.00	$ 15,525.00
			BID TOTAL	**$272,222.65**	

SH 29 AT CR 213 UTILITY RELOCATION

for the

City of Liberty Hill

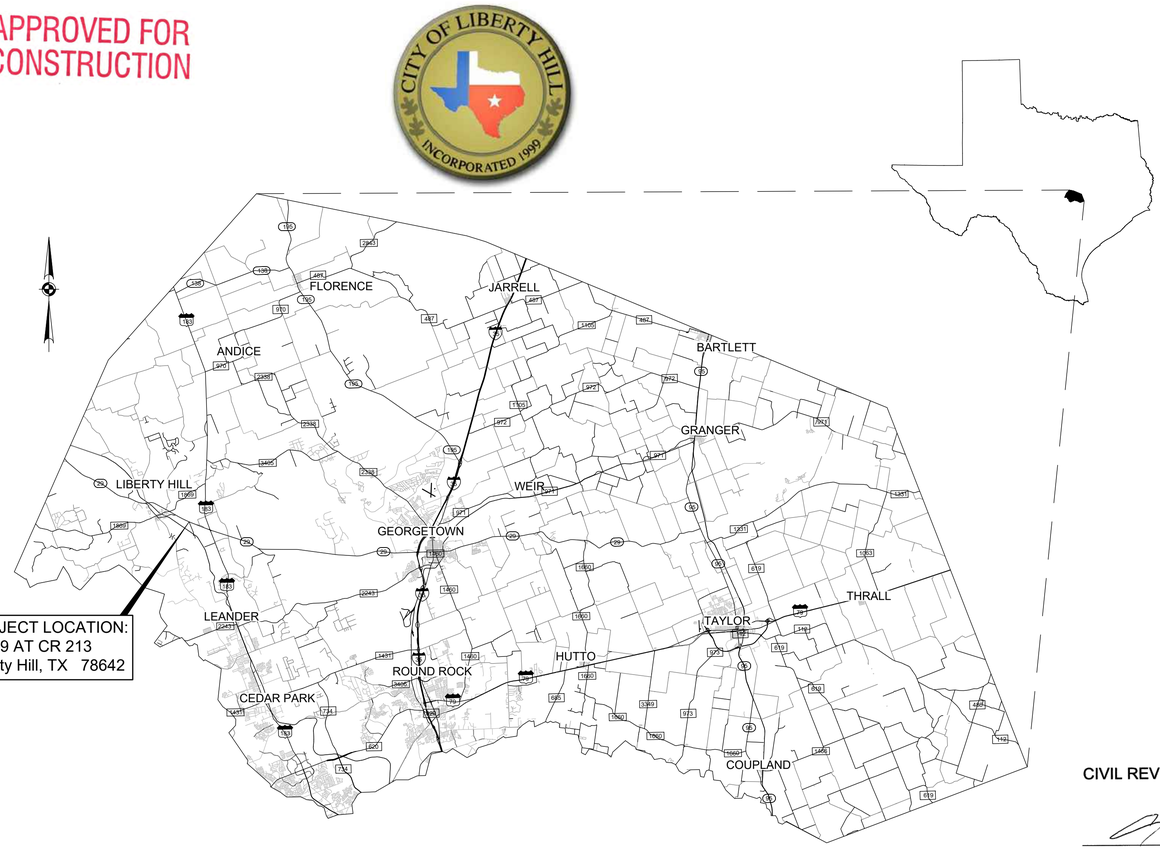
Williamson County, Texas

APPROVED FOR CONSTRUCTION

CITY OF LIBERTY HILL INCORPORATED 1999

BEFORE YOU DIG Texas811.com

WARNING!
There are existing water pipelines, underground telephone cables and other above and below ground utilities in the vicinity of this project. The Contractor shall contact all appropriate companies prior to any construction in the area and determine if any conflicts exist. If so, the Contractor shall immediately contact the Engineer who shall revise the design as necessary.



Williamson County

SCALE: 1"=4 MILES (FULL SIZE PLANS)

Sheet Number	Sheet Title
1	Cover Sheet
2	General Notes (Sheet 1 of 2)
3	General Notes (Sheet 2 of 2)
4	Site Plan Piping Details
5	Piping Cross-Sections
6	Standard Details (Sheet 1 of 2)
7	Standard Details (Sheet 2 of 2)

Mayor & City Council

Mayor	Rick Hall
Mayor Pro Tem	Liz Rundzieher
Council Member	Kathy Canady
Council Member	Steve McIntosh
Council Member	Tony DeYoung
Council Member	Gram Lankford
Director of Public Works	Wayne Bonnet

NOTE:

Contractor is to furnish a set of construction plans back to the Engineer at the end of the project with all deviation noted in red on the plan sheets. Contractor shall not receive final payment until complete Record Drawings set is returned to the Engineer.

CIVIL REVIEW

STATE OF TEXAS
AARON J. LAUGHLIN
102191
LICENSED
PROFESSIONAL ENGINEER

Aaron J. Laughlin, P.E. — Date 2/18/2020

CITY OF LIBERTY HILL - APPROVED BY:

Wayne Bonnet - Director of Public Works — Date 2/18/20

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

Project Number: 21487
Sheet No.: 1 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\1 Cover Sheet.dwg, 2/20/2020 9:43:05 AM, JEREMY

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\2 General Notes (Sheet 1 of 2).dwg, 2/20/2020 9:44:19 AM, JEREMY

GENERAL NOTES:

1. All construction shall be in accordance with the City of Round Rock Standard Specifications Manual or as shown on the plans.
2. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for destruction or removal that are damaged or removed shall be repaired or replaced at contractor's expense.
3. The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for revising the plans as appropriate.
4. Manhole frames, covers, valves, cleanouts, etc. shall be raised to finished grade prior to final paving construction.
5. The Contractor shall give the City of Liberty Hill 48 hours notice before beginning each phase of construction. Telephone 512-745-7060 (Wayne Bonnet).
6. All areas disturbed or exposed during construction shall be revegetated in accordance with the plans and specifications. Revegetation of all disturbed or exposed areas shall consist of sodding or seeding , at the Contractor's option. However, the type of revegetation must equal or exceed the type of vegetation present before construction.
7. Prior to any construction, the Engineer shall convene a preconstruction conference between the City of Liberty Hill, himself, the Contractor, other utility companies, any affected parties and any other entity the City or Engineer may require.
8. The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall furnish the City of Liberty Hill accurate "As-Built" drawings following completion of all construction. These "As-Built" drawings shall meet with the satisfaction of the Engineering and Development Services Department prior to final acceptance.
9. When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the City Engineer.
10. Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.
11. The contractor is responsible for the preparation & maintenance of a storm water pollution prevention plan (SWPPP) if required.
12. Verify location of existing utilities prior to construction of the facilities proposed in this contract. Take care to avoid damage to existing utilities; repair any utility damaged in the course of construction of any part of this contract to its original operating condition immediately, with repair crews working 24 hours per day until damage is repaired. There shall be no separate pay for repair work.
13. All tie ins to the existing lines need to occur between 1:00 AM and 4:00 AM. Contractor shall coordinate with City staff 72 hours prior to taking any lines out of service. Prior to performing any tie-ins on force mains, the Contractor shall coordinate with City staff on pumping out the lift station down to the minimum operating level. During tie-in activities on force mains, the Contractor shall provide at their own cost a vactor truck at the lift station to pump out the lift station as needed to keep the lift station from overflowing. Contractor assumes all liabilities for any cost associated with a lift station overflow occurring during any force main downtime period due to Contractor's construction activities.

TRENCH SAFETY NOTES:

1. In accordance with the Laws of the State of Texas and the U. S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected.
2. In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4 feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.
3. Contractor is responsible for all trench safety plans.

WATER AND WASTEWATER NOTES:

1. Pipe material for wastewater force mains shall be PVC (ASTM D2241 or D3034, SDR-26) or, Ductile Iron (AWWA C-100, min. class 200).
2. The Contractor shall contact the City Engineer at 512-930-9412 to coordinate utility tie-ins and notify him at least 48 hours prior to connecting to existing lines.
3. The Contractor can purchase water from plant fill station.
4. Line flushing or any activity using a large quantity of water must be scheduled with the City Engineer, at telephone 512-930-9412.
5. The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of Liberty Hill personnel.
6. The Contractor shall coordinate testing with the City of Liberty Hill Inspector and provide no less than 24 hours notice prior to performing sterilization, quality testing or pressure testing.
7. The Contractor shall not open or close any valves unless authorized by the City of Liberty Hill .
8. Sand, as described in Specification, shall not be used as bedding for water and wastewater lines. Acceptable bedding materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:

Sieve Size	Percent Retained By Weight
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

9. The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
10. All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 217, as applicable. Whenever TCEQ and City of Liberty Hill Specifications conflict, the more stringent shall apply.
11. Wastewater PVC pipe shall be green and water PVC pipe shall be blue.
12. All material that touches drinking water shall be NSF approved.

STREET AND DRAINAGE NOTES:

1. All testing shall be done by an independent laboratory at the Contractor's expense. Any retesting shall be paid for by the Contractor. A City Inspector shall be present during all tests. Testing shall be coordinated with the City Inspector and he shall be given a minimum of 24 hours notice prior to any testing. Telephone 512-745-7060 (Wayne Bonnet).
2. Backfill behind the curb shall be compacted to obtain a minimum of 95% maximum density to within 3" of top of curb. Material used shall be primarily granular with no rocks larger than 6" in the greatest dimension. The remaining 4" shall be clean topsoil free from all clods and suitable for sustaining plant life.
3. Depth of cover for all crossings under pavement including gas, electric, telephone, cable tv, water services, etc., shall be a minimum of 30" below subgrade.
4. Cement stabilized backfill is required for all open cut trenches under existing pavement. Stabilized backfill shall extend 5 feet beyond limits of paving.

ADDITIONAL WASTEWATER NOTES

1. If a conflict exists between the various documents, the documents will take precedence in the following order:
   a. Municipal Utility Specifications
   b. Change Orders
   c. Addenda Issue During Bidding
   d. Project Specifications
   e. Construction Plans
2. The following pipe diameters, pipe material and national standard specifications are proposed for this project:

Diameter	Linear Feet	Pipe Material	National Standard for Pipe Material	National Standard
6"	TBD	PVC C900	ASTM D 1784	
8"	TBD	PVC C900	ASTM D 1784	

3. The bedding class for each diameter of flexible pipe and each flexible pipe material is as follows:

   Pipe diameter - 8" Pipe Material - Bedding Class - IB

4. The structural integrity of the collection line due to high soil P.I.'s will require the bedding around the pipe to be 6" minimum below the pipe, 6" minimum on each side of the pipe, and 12" minimum above the pipe.
5. If faults, caverns, or subsidence are discovered during construction, construction shall be halted to allow the features to be inspected by the design engineer or a geological or geotechnical engineer. Based on this inspection, revisions approval to the design may be required.
6. The trench walls shall be vertical to at least one foot above the pipe.
7. The trench backfill shall be free of stones greater than 6 inches in diameter and free of organic or any other unstable material.
8. The minimum allowable tensile strength and cell class for each flexible pipe shall be as follows: Pipe Material: SDR-26 Tensile Strength: 7,000 Cell Class (PVC only): 12454-B Pipe Material: DR-26 Tensile Strength: 7,000 Cell Class (PVC only): 12454-B
9. Inspection must be provided during critical phases of construction by a qualified inspector under the direction of a P.E. Critical phases of construction are deemed at a minimum to include testing of pipe and manholes for leakage, testing of flexible pipe for installed deflection, and any other as directed by the City.The City and design engineer shall provide inspection as appropriate.
10. TCEQ approval letters for plans and specifications review contain the requirement that once the project is completed, a P.E. registered in the state of Texas must certify that the construction was performed substantially in accordance with the approved plans and specifications. If flexible pipe was installed, a P.E. must also certify that all pipe was subjected to and passed the required deflection test. The design engineer, with concurrence of the City, will certify the installation.

TRAFFIC MARKING NOTES:

1. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.
2. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.
3. Contractor is responsible for all traffic control required for the project and will include all cost associated with traffic control in the base bid.
4. Contractor shall submit plan for approval prior to construction.

EROSION AND SEDIMENTATION CONTROL NOTES:

1. All slopes shall be sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied.
2. Silt fences, rock berms, sedimentation basins and similarly recognized techniques and materials shall be employed during construction to prevent point source sedimentation loading of downstream facilities. Such installation shall be regularly inspected by the Contractor and the City of Liberty Hill for effectiveness. Additional measures may be required if, in the opinion of the City Engineer, they are warranted.
3. All temporary erosion control measures shall not be removed until final inspection and approval of the project by the Engineer. It shall be the responsibility of the Contractor to maintain all temporary erosion control structures and to remove each structure as approved by the Engineer.
4. All mud, dirt, rocks, debris, etc., spilled, tracked or otherwise deposited on existing paved streets, drives and areas used by the public shall be cleaned up immediately.

TEMPORARY EROSION CONTROL NOTES

1. The Contractor shall install erosion/sedimentation controls and tree protective fencing prior to any site preparation work (clearing, grubbing or excavation).
2. The placement of erosion/sedimentation controls shall be in accordance with the EROSION & SEDIMENTATION CONTROL as shown on the plan & profile sheets.
3. Any significant variation in materials or locations of controls or fences from those shown on the approved plans must be approved by the City Engineer.
4. The Contractor is required to inspect all controls and fences at weekly intervals and after significant rainfall events to insure that they are functioning properly. The person(s) responsible for maintenance of controls and fences shall immediately make any necessary repairs to damaged areas. Silt accumulation at controls must be removed when the depth reaches six (6) inches.
5. Prior to final acceptance, haul roads and waterway crossings constructed for temporary Contractor access must be removed, accumulated sediment removed from the waterway, and the area restored to the original grade and revegetated. All land clearing debris shall be disposed of in approved spoil disposal sites.
6. Field revisions to the EROSION & SEDIMENTATION CONTROL may be required by the Engineer during the course of construction to be correct control inadequacies.

PERMANENT EROSION CONTROL NOTES

1. All disturbed areas shall be restored as noted below:
   a. A minimum of four inches of imported sandy loam topsoil or approved equal shall be placed in all drainage channels (except rock) and on all cleared areas.
   b. The seeding for permanent erosion control shall be applied over areas disturbed by construction as follows, unless specified elsewhere:
   i. From September 15 to March 1, seeding shall be with a combination of 1 pound per 1,000 square feet of unhulled Bermuda and 7 pounds per 1,000 square feet of Winter Rye with a purity of 95% with 90% germination.
   ii. From March 2 to September 14, seeding shall be with hulled Bermuda at a rate of 3 pounds per 1,000 square feet with a purity of 95% with 85% germination.
   c. Fertilizer shall be slow release granular or pelleted type and shall have an analysis of 15-15-15 and shall be applied at the rate of 23 pounds per acre once at the time of planting and again once during the time of establishment.
   d. The planted area shall be irrigated or sprinkled in a manner that will not erode the top soil, but will sufficiently soak the soil to a depth of six inches. The irrigation shall occur at ten-day intervals during the first two months. Rainfall occurrences of 1/2 inch or more shall postpone the watering schedule for one week.
   e. Mulch type used shall be Mulch, applied at a rate of 1,500 pounds per acre.

APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY — DESIGNED BY — JAN 2020 DATE
JJY — DRAWN BY — JAN 2020 DATE
CRS — CHECKED BY — FEB 2020 DATE
AJL — APPROVED BY — FEB-18-2020 DATE

STATE OF TEXAS · AARON J. LAUGHLIN · 102191 · REGISTERED PROFESSIONAL ENGINEER · 2/18/2020

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

GENERAL NOTES (SHEET 1 OF 2)
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

Project No: 21487

SHEET 2 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\3 General Notes (Sheet 2 of 2).dwg, 2/20/2020 9:44:30 AM, JEREMY

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. At a minimum, construction for public water systems must always meet TCEQ's "Rules and Regulations for Public Water Systems."

2. All newly installed pipes and related products must conform to American National Standards Institute (ANSI)/NSF International Standard 61 and must be certified by an organization accredited by ANSI [§290.44(a)(1)].

3. Plastic pipe for use in public water systems must bear the NSF International Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less [§290.44(a)(2)].

4. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply [§290.44(a)(3)].

5. All water line crossings of wastewater mains shall be perpendicular [§290.44(e)(4)(B)].

6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface [§290.44(a)(4)].

7. The maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures is 0.25 percent [§290.44(b)].

8. The contractor shall install appropriate air release devices with vent openings to the atmosphere covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent [§290.44(d)(1)].

9. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation [§290.44(f)(1)].

10. When waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the waterline shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested [§290.44(f)(2)].

11. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.
    - The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$Q = \frac{LD\sqrt{P}}{148{,}000}$$

Where:

- Q = the quantity of makeup water in gallons per hour,
- L = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

    - The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

Where:

- L = the quantity of makeup water in gallons per hour,
- S = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

12. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet §290.44(e)(1)-(4).

13. The separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant [§290.44(e)(5)].

14. Fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction [§290.44(e)(6)].

15. Suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line [§290.44(e)(7)].

16. Waterlines shall not be installed closer than ten feet to septic tank drainfields [§290.44(e)(8)].

17. The contractor shall disinfect the new waterlines in accordance with AWWA Standard C-651-14 or most recent, then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer [§290.44(f)(3)].

18. Dechlorination of disinfecting water shall be in strict accordance with current AWWA Standard C655-09 or most recent.

Texas Commission on Environmental Quality
Lift Station and Force Main
General Construction Notes

Edwards Aquifer Protection Program Construction Notes - Legal Disclaimer

The following/listed "construction notes" are intended to be advisory in nature only and do not constitute an approval or conditional approval by the Executive Director (ED), nor do they constitute a comprehensive listing of rules or conditions to be followed during construction. Further actions may be required to achieve compliance with TCEQ regulations found in Title 30, Texas Administrative Code (TAC), Chapters 213 and 217, as well as local ordinances and regulations providing for the protection of water quality. Additionally, nothing contained in the following/listed "construction notes" restricts the powers of the ED, the commission or any other governmental entity to prevent, correct, or curtail activities that result or may result in pollution of the Edwards Aquifer or hydrologically connected surface waters. The holder of any Edwards Aquifer Protection Plan containing "construction notes" is still responsible for compliance with Title 30, TAC, Chapters 213 or any other applicable TCEQ regulation, as well as all conditions of an Edwards Aquifer Protection Plan through all phases of plan implementation. Failure to comply with any condition of the ED's approval, whether or not in contradiction of any "construction notes," is a violation of TCEQ regulations and any violation is subject to administrative rules, orders, and penalties as provided under Title 30, TAC § 213.10 (relating to Enforcement). Such violations may also be subject to civil penalties and injunction. The following/listed "construction notes" in no way represent an approved exception by the ED to any part of Title 30 TAC, Chapters 213 and 217, or any other TCEQ applicable regulation

1. This lift station and/or force main must be constructed in accordance with 30 Texas Administrative Code (TAC) §213.5(c), the Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Rules, and any local government standard specifications.

2. Any modification to the activities described in the referenced Lift Station/Force Main (LSFM) System application following the date of approval may require the submittal of a LSFM System application to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval.

3. A written notice of construction must be submitted to the presiding TCEQ regional office at least 48 hours prior to the start of any regulated activities. This notice must include:
   - the name of the approved project;
   - the activity start date; and
   - the contact information of the prime contractor.

4. Upon completion of any lift station excavation, a geologist must certify that the excavation has been inspected for the presence of sensitive features. The certification must be signed, sealed, and dated by the geologist preparing the certification. Certification that the excavation has been inspected must be submitted to the appropriate regional office.
   - If sensitive feature(s) are identified, all regulated activities near the sensitive feature must be suspended immediately and may not proceed until the executive director has reviewed and approved the methods proposed to protect any sensitive feature and the Edwards Aquifer from potentially adverse impacts to water quality from the lift station.
   - Construction may continue if the geologist certifies that no sensitive feature or features were present.

5. If any sensitive features are discovered during the wastewater line trenching activities, all regulated activities near the sensitive feature must be suspended immediately. The applicant must immediately notify the appropriate regional office of the TCEQ of the feature discovery. A geologist's assessment of the location and extent of the feature discovered must be reported to that regional office in writing within two working days. The applicant must submit a plan for ensuring the structural integrity of the sewer line or for modifying the proposed collection system alignment around the feature. The regulated activities near the sensitive feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the sensitive feature and the Edwards Aquifer from any potentially adverse impacts to water quality while maintaining the structural integrity of the line.

6. All force main lines must be tested in accordance with 30 TAC §217.68. Testing method will be:
   - A pressure test must use 50 pounds per square inch above the normal operating pressure of a force main.
   - A temporary valve for pressure testing may be installed near the discharge point of a force main and removed after a test is successfully completed.
   - A pump isolation valve may be used as an opposite termination point.
   - A test must involve filling a force main with water.
   - A pipe must hold the designated test pressure for a minimum of 4.0 hours.
   - The leakage rate must not exceed 10.0 gallons per inch diameter per mile of pipe per day.

Austin Regional Office
12100 Park 35 Circle, Building A
Austin, Texas 78753-1808
Phone (512) 339-2929
Fax (512) 339-3795San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
Phone (210) 490-3096
Fax (210) 545-4329

THESE LIFT STATION AND FORCE MAINS CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY	DESIGNED BY:	JAN 2020	DATE
JJY	DRAWN BY:	JAN 2020	DATE
CRS	CHECKED BY:	FEB 2020	DATE
AJL	APPROVED BY:	FEB-18-2020	DATE

STATE OF TEXAS
AARON J. LAUGHLIN
102191
REGISTERED
PROFESSIONAL ENGINEER
2/18/2020

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

GENERAL NOTES (SHEET 2 OF 2)
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

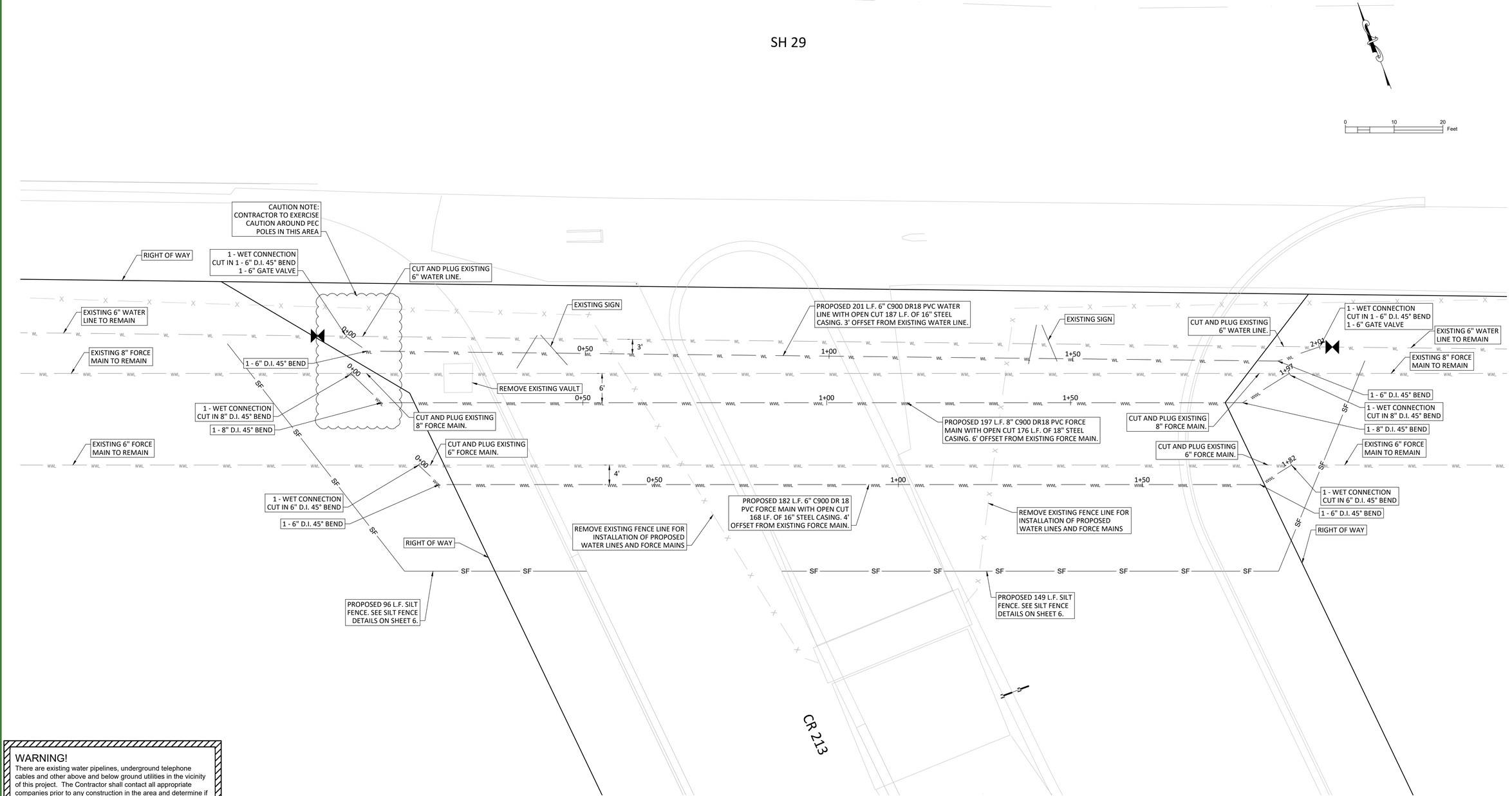
Project No: 21487

SHEET 3 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\4 Site Plan Piping Details.dwg, 2/20/2020 9:45:04 AM, JEREMY

SH 29



WARNING!
There are existing water pipelines, underground telephone cables and other above and below ground utilities in the vicinity of this project. The Contractor shall contact all appropriate companies prior to any construction in the area and determine if any conflicts exist. If so, the Contractor shall immediately contact the Engineer who shall revise the design as necessary.

APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY — DESIGNED BY:	JAN 2020 — DATE
JJY — DRAWN BY:	JAN 2020 — DATE
CRS — CHECKED BY:	FEB 2020 — DATE
AJL — APPROVED BY:	FEB-18-2020 — DATE

STATE OF TEXAS — AARON J. LAUGHLIN — 102191 — REGISTERED PROFESSIONAL ENGINEER — 2/18/2020

STEGER BIZZELL
ADDRESS: 1978 S. AUSTIN AVENUE, GEORGETOWN, TX 78626
METRO: 512.930.9412
TEXAS REGISTERED ENGINEERING FIRM F-181, TBPLS FIRM No.10003700
WEB: STEGERBIZZELL.COM
SERVICES: >>ENGINEERS >>PLANNERS >>SURVEYORS

SITE PLAN PIPING DETAILS
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

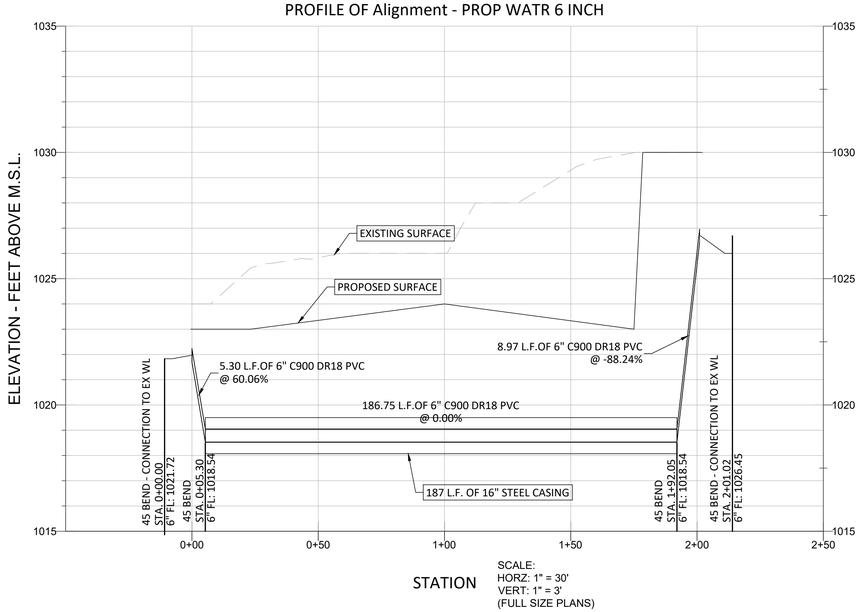
Project No: 21487

SHEET 4 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

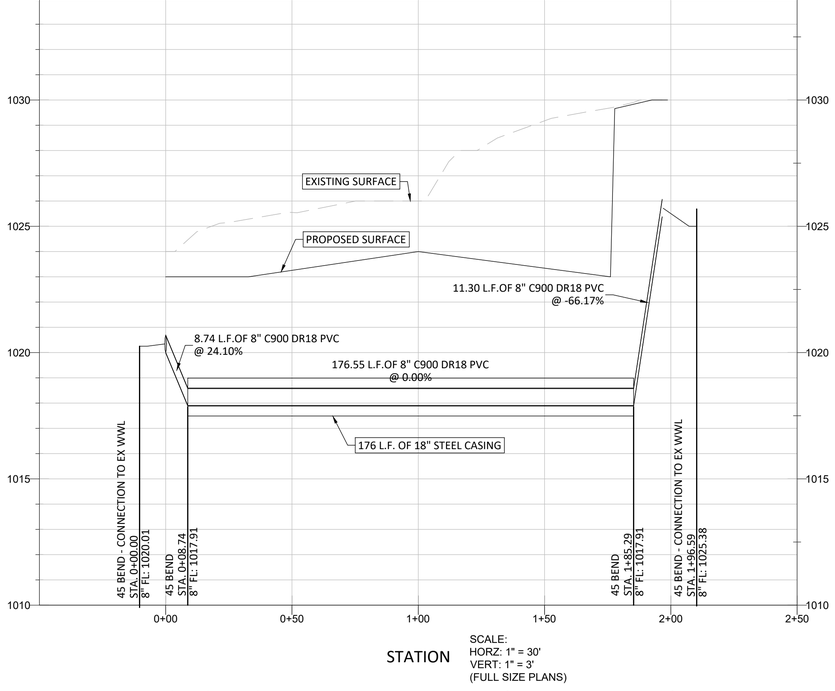
L:\PROJECTS 20\0621487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\5 Piping Cross-Sections.dwg, 2/20/2020 9:45:40 AM, JEREMY

PROFILE OF Alignment - PROP WATR 6 INCH



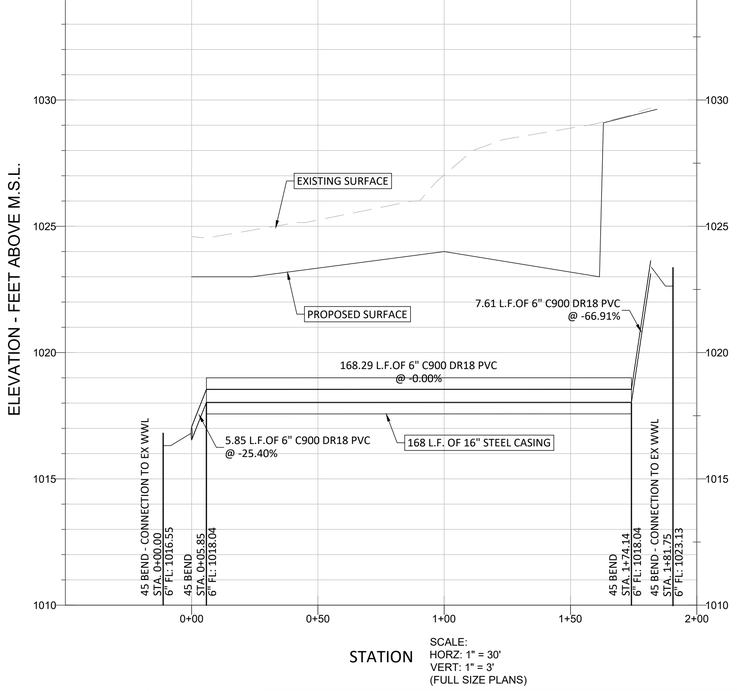
SCALE:
HORZ: 1" = 30'
VERT: 1" = 3'
(FULL SIZE PLANS)

PROFILE OF Alignment - PROP SEWR 8 INCH



SCALE:
HORZ: 1" = 30'
VERT: 1" = 3'
(FULL SIZE PLANS)

PROFILE OF Alignment - PROP SEWR 6 INCH



SCALE:
HORZ: 1" = 30'
VERT: 1" = 3'
(FULL SIZE PLANS)

WARNING!
There are existing water pipelines, underground telephone cables and other above and below ground utilities in the vicinity of this project. The Contractor shall contact all appropriate companies prior to any construction in the area and determine if any conflicts exist. If so, the Contractor shall immediately contact the Engineer who shall revise the design as necessary.

APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY	JAN 2020
DESIGNED BY:	DATE
JJY	JAN 2020
DRAWN BY:	DATE
CRS	FEB 2020
CHECKED BY:	DATE
AJL	FEB-18-2020
APPROVED BY:	DATE

STATE OF TEXAS
AARON J. LAUGHLIN
102191
REGISTERED
PROFESSIONAL ENGINEER
2/18/2020

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

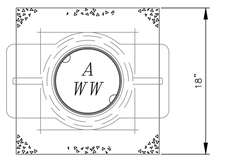
PIPING CROSS-SECTIONS
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

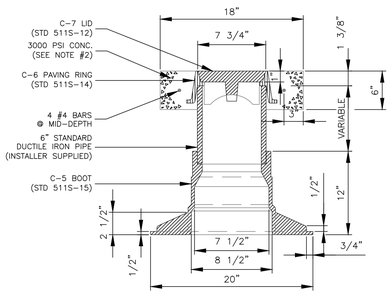
Project No: 21487

SHEET 5 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\6 Standard Details (Sheet 1 of 2).dwg, 2/20/2020 9:46:18 AM, JEREMY

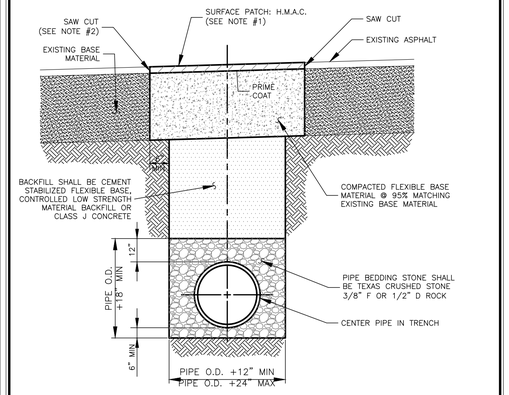




NOTES:

1. NUMBERED CASTINGS STANDARDS SHOWN IN PARENTHESES ARE REFERENCES TO THE CITY OF AUSTIN STANDARDS CRITERIA MANUAL.
2. DELETE CONCRETE & REBAR WHEN VALVE IS WITHIN PAVED STREET.

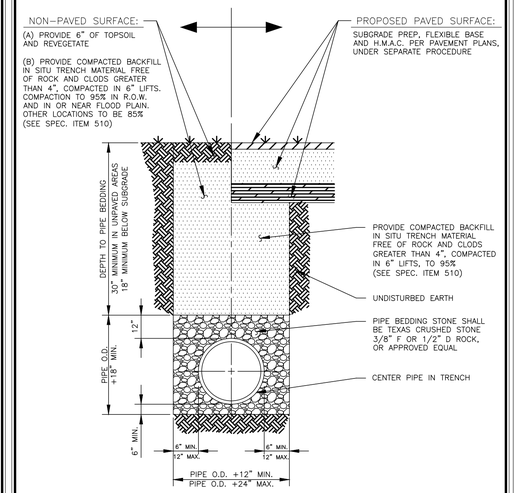
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-06
APPROVED 04-01-10 DATE	VALVE BOX ASSEMBLY	ROUND ROCK, TEXAS PUTTING PEOPLE FIRST
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



NOTES:

1. H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NO LESS THAN 2".
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT AND FLEXIBLE BASE A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE WATERLINE TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER. FINISHED PATCH SHALL BE NEAT AND UNIFORM.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT, AND SURFACE PATCH SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE. 5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

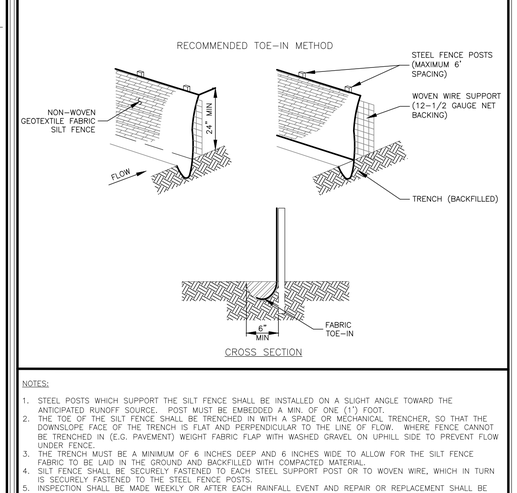
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-07
APPROVED 04-01-10 DATE	WATERLINE BEDDING AND PAVEMENT REPAIR DETAIL (EXISTING PAVED SURFACE)	ROUND ROCK, TEXAS PUTTING PEOPLE FIRST
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



NOTE:

1. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

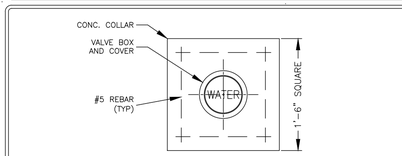
RECORD SIGNED COPY ON FILE AT UGES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-08
APPROVED 03-01-18 DATE	WATERLINE BEDDING AND SURFACE REPAIR DETAIL (NON-PAVED & PROPOSED PAVED SURFACE)	ROUND ROCK TEXAS Planning and Development Services
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



NOTES:

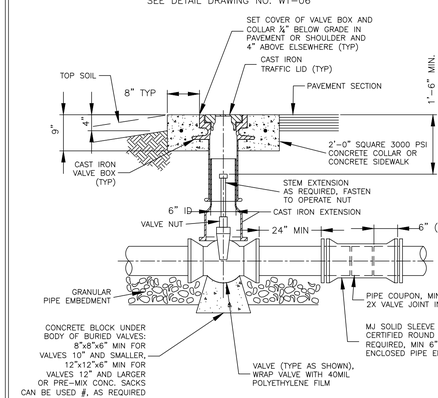
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MIN. OF ONE (1') FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHALL BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS SECURELY FASTENED TO THE STEEL FENCE POSTS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. SILT FENCE SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: EC-10
APPROVED 03-25-11 DATE	SILT FENCE DETAIL	ROUND ROCK, TEXAS PUTTING PEOPLE FIRST
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

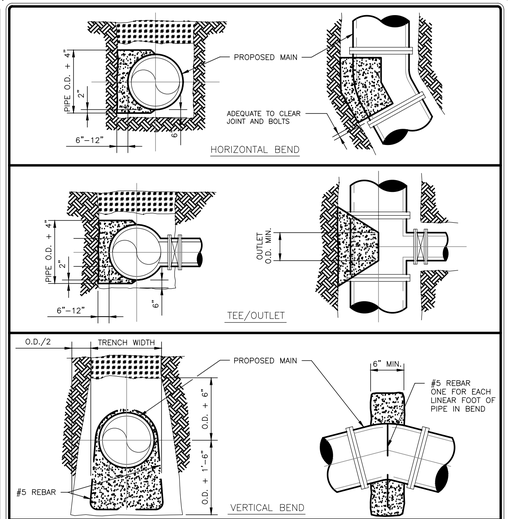


PLAN VIEW

SEE DETAIL DRAWING NO. WT-06



RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO: WT-22
APPROVED 04-01-10 DATE	GATE VALVE DETAIL	ROUND ROCK, TEXAS PUTTING PEOPLE FIRST
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

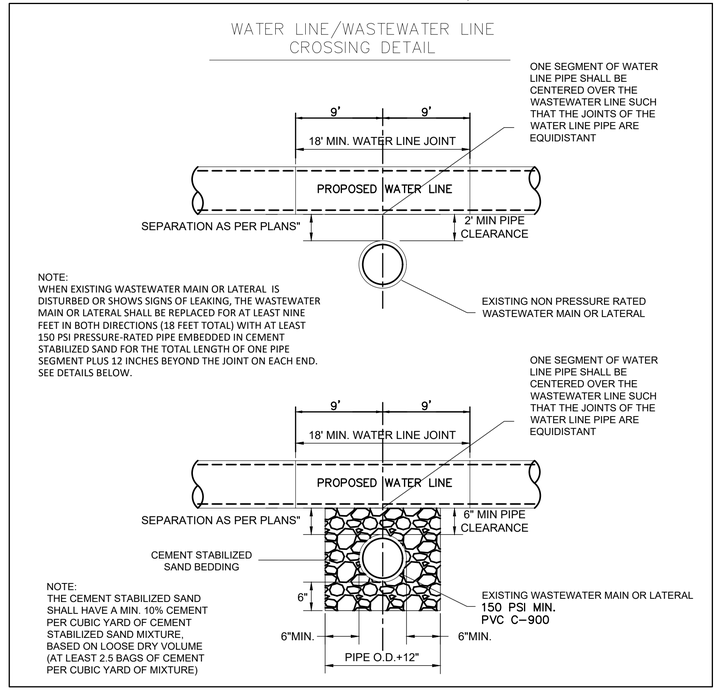


THRUST BLOCK DESIGN AS FOLLOWS:

A. PRESSURE OF 150 P.S.I. (ACTUAL IF HIGHER) + 50% SURGE ALLOWANCE
B. MAXIMUM SOIL BEARING:
C. ALL PIPE & FITTING TO BE WRAPPED WITH 40 PLASTIC MIL.

SOIL TYPE	PRESSURE
LIMESTONE	4000 LBS./SQ. FT.
UNDISTURBED SOIL, CALICHE	2000 LBS./SQ. FT.
LOOSE OR SPONGY SOIL	1500 LBS./SQ. FT.

RECORD SIGNED COPY ON FILE AT UGES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-25
APPROVED 03-01-18 DATE	THRUST BLOCK DETAIL	ROUND ROCK TEXAS Planning and Development Services
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY	DESIGNED BY:	JAN 2020	DATE
JJY	DRAWN BY:	JAN 2020	DATE
CRS	CHECKED BY:	FEB 2020	DATE
AJL	APPROVED BY:	FEB-18-2020	DATE

STATE OF TEXAS
AARON J. LAUGHLIN
102191
REGISTERED
PROFESSIONAL ENGINEER
2/18/2020

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

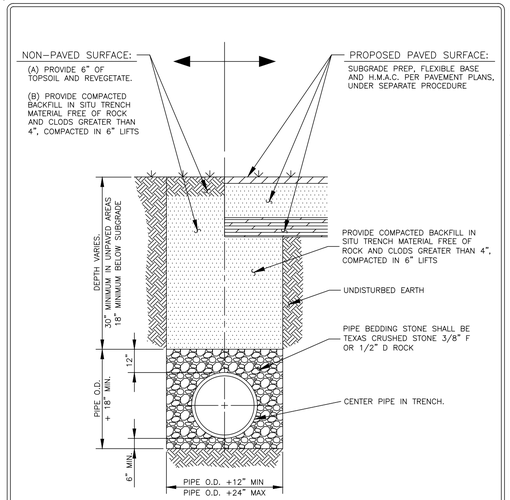
STANDARD DETAILS (SHEET 1 OF 2)
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

Project No: 21487

SHEET 6 of 7

These drawings are the sole property of STEGER & BIZZELL ENGINEERING, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER & BIZZELL ENGINEERING, INC. is strictly prohibited.

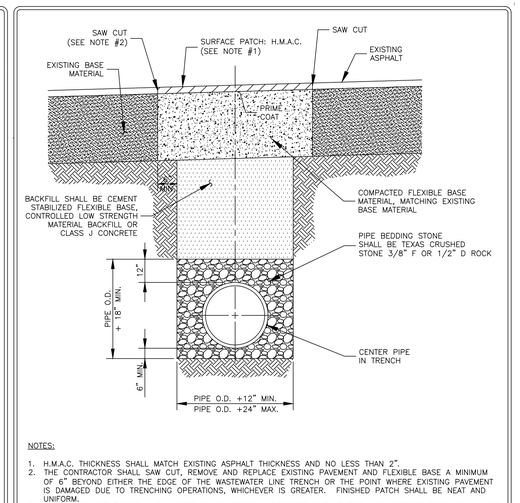
L:\PROJECTS 2006\21487 City of Liberty Hill General\SH 29 at CR 213 Utility Relocation\CAD\Plans\7 Standard Details (Sheet 2 of 2).dwg, 2/20/2020 9:46:31 AM, JEREMY



NOTE:

ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

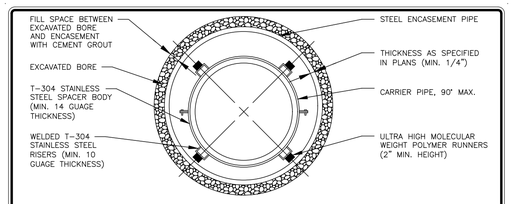
RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO:
APPROVED	WASTEWATER LINE BEDDING AND SURFACE REPAIR DETAIL (NON-PAVED & PROPOSED PAVED SURFACE)	WW-18
04-01-10 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



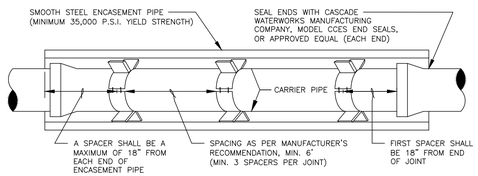
NOTES:

1. H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NO LESS THAN 2".
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT AND FLEXIBLE BASE A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE WASTEWATER LINE TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER. FINISHED PATCH SHALL BE NEAT AND UNIFORM.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT, AND SURFACE PATCH SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BID FOR WASTEWATER PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BID FOR WASTEWATER PIPE.
5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

RECORD SIGNED COPY ON FILE AT PUBLIC WORKS	CITY OF ROUND ROCK	DRAWING NO:
APPROVED	WASTEWATER LINE BEDDING AND PAVEMENT REPAIR DETAIL (EXISTING PAVED SURFACE)	WW-17
04-01-09 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



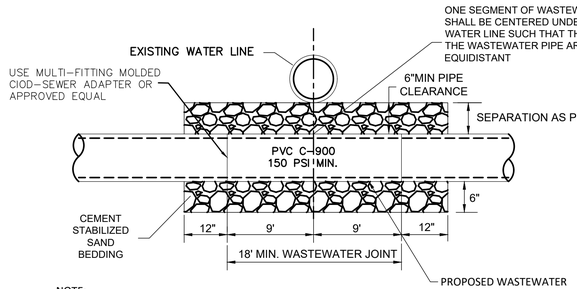
PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER) (MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"	1/4	0.2500
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" ~ 14"	24"	3/8	0.3750
16" ~ 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000



NOTES:

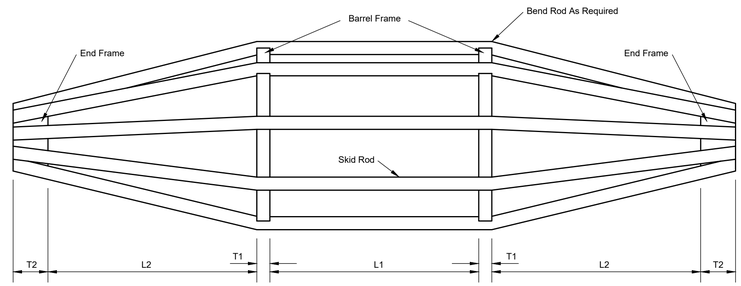
1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO THE CITY OF ROUND ROCK.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.

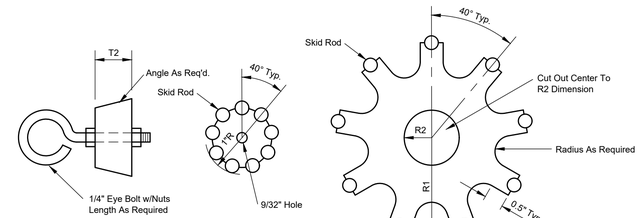
RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO:
APPROVED	PIPE ENCASEMENT DETAIL	WT-16
03-01-18 DATE		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		



NOTE:
THE CEMENT STABILIZED SAND SHALL HAVE A MIN. 10% CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE)

WATER LINE/WASTEWATER LINE CROSSING DETAIL
N.T.S.





Typical
Both Ends

End Frame Barrel Frame

Note: Weld All Rods To Frame

Mandrel Shall Be Constructed From Metal
Material That Can Withstand 200 PSI Without Being Deformed.

Mandrel Dimensions
5% Deflection
For O.D. Controlled PVC Pipe
(All Dimensions In Inches)

Size	Type	O.D. Average	Min. Wall Thickness	L1	L2	R1	R2	T1	T2	Rod Diameter	Mandrel O.D.
6"	D3034 SDR35	6.275	0.180	4.50	6	2.81	0.75	0.375	1.0	0.375	5.62
6"	D3034 SDR26	6.275	0.241	4.50	6	2.75	0.75	0.375	1.0	0.375	5.50
8"	D3034 SDR35	8.400	0.240	6.00	6	3.76	1.25	0.375	1.0	0.375	7.52
8"	D3034 SDR26	8.400	0.323	6.00	6	3.68	1.25	0.375	1.0	0.375	7.37
10"	D3034 SDR35	10.500	0.300	7.50	6	4.70	1.50	0.375	1.0	0.375	9.40
10"	D3034 SDR26	10.500	0.404	7.50	6	4.60	1.50	0.375	1.0	0.375	9.21
12"	D3034 SDR35	12.500	0.360	9.00	6	5.60	1.75	0.375	1.0	0.375	11.20
12"	D3034 SDR26	12.500	0.481	9.00	6	5.48	1.75	0.375	1.0	0.375	10.96
15"	D3034 SDR35	15.300	0.437	11.25	6	6.85	2.00	0.375	1.0	0.375	13.70
18"	F679 T-1	18.701	0.536	13.50	9	8.37	2.50	0.50	1.5	0.50	16.74
21"	F679 T-1	22.047	0.632	15.75	9	9.87	3.00	0.50	1.5	0.50	19.74
24"	F679 T-1	24.803	0.711	18.00	9	11.11	3.50	0.50	1.5	0.50	22.22
27"	F679 T-1	27.953	0.801	20.25	9	12.52	4.00	0.50	1.5	0.50	25.04

TYPICAL MANDREL DETAILS
N.T.S.

APPROVED FOR CONSTRUCTION

NO.	REVISION	BY	DATE

AJL, JJY	DESIGNED BY:	JAN 2020 DATE
JJY	DRAWN BY:	JAN 2020 DATE
CRS	CHECKED BY:	FEB 2020 DATE
AJL	APPROVED BY:	FEB-18-2020 DATE

STATE OF TEXAS
AARON J. LAUGHLIN
102191
REGISTERED PROFESSIONAL ENGINEER
2/18/2020

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

STANDARD DETAILS (SHEET 2 OF 2)
for
SH 29 AT CR 213 UTILITY RELOCATION
City of Liberty Hill
Williamson County, Texas

Project No: 21487

SHEET 7 of 7

The technical specs for the City of Liberty Hill utility relocations will be provided separately.

CITY OF LIBERTY HILL, TEXAS

TECHNICAL SPECIFICATIONS
FOR THE CONSTRUCTION OF

SH 29 AT CR 213 UTILITY RELOCATION

Job No. 21487

STEGER BIZZELL

SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PHONE 512.930.9412
TOLL FREE 866.678.3437

ADDRESS 1978 S. AUSTIN AVENUE
GEORGETOWN, TX 78626

WEB STEGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181
TBPLS Firm No. 10003700

CITY OF LIBERTY HILL, TEXAS

TECHNICAL SPECIFICATIONS
FOR THE CONSTRUCTION OF

SH 29 AT CR 213 UTILITY RELOCATION

STATE OF TEXAS
AARON J. LAUGHLIN
102191
REGISTERED
PROFESSIONAL ENGINEER
2/18/2020

APPROVED FOR CONSTRUCTION

Job No. 21487

TABLE OF CONTENTS

City of Round Rock Standard Specifications as Adopted by City of Liberty Hill

Item 102	Clearing and Grubbing
Item 111	Excavation
Item 130	Borrow
Item 201	Subgrade Preparation
Item 210	Flexible Base
Item 401	Structural Excavation Backfill
Item 402	Controlled Low Strength Materials
Item 509	Trench Safety Systems
Item 510	Pipe
Item 511	Water Valves
Item 601	Salvaging and Placing Topsoil
Item 604	Seeding for Erosion Control
Item 642	Silt Fence
Item 700	Mobilization

Commissioners Court - Regular Session **87.**

Meeting Date: 08/04/2020

FM3349 at US79 HDR Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the FM 3349 at US 79 Intersection contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332. Fund Source: Road Bonds.

Background

HDR contract amendment #1 increases the compensation cap by $1,350,000.00 from $2,000,000.00 (originally funded through 2013 Road Bonds for schematic design) to $3,350,000.00. The additional money will allow for the execution of a Work Authorization for PS&E as well as future Work Authorization for construction phase services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM3349atUS79-HDR-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:50 AM
Form Started By: Marie Walters		Started On: 07/29/2020 10:31 AM
Final Approval Date: 07/30/2020		

CONTRACT AMENDMENT NO. 1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:

FM 3349 at US 79 [P332] ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 23, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 2,000,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 2,000,000.00 to $ 3,350,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: _____
Signature

Rashed T. Islam, PE, PTOE
Printed Name

Vice President
Title

July 27, 2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

07/27/2020

Commissioners Court - Regular Session **88.**

Meeting Date: 08/04/2020

CR 366 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Loretta A Kroschewsky Orsak for right of way needed on the CR 366 project. Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orsak Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:26 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:00 AM

Final Approval Date: 07/30/2020

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcel 19

THIS REAL ESTATE CONTRACT ("Contract") is made by **LORETTA A. KROSCHEWSKY ORSAK** (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 of land described as follows:

> All of that certain 0.5272 acre (22,963 Sq. Ft.) tract of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; being part of that certain 7.853 acre tract conveyed in General Warranty Deed to **LORETTA A. KROSCHEWSKY ORSAK**, dated April 20, 1995, recorded in Volume 2711, Page 393, Official Records, Williamson County, Texas; said 0.5272 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 19**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FIFTEEN THOUSAND EIGHT HUNDRED TWENTY and 00/100 Dollars ($15,820.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same 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.

SELLER:

By: Loretta A Kroschewsky Orsak Address: 4115 Caldwell Lane
LORETTA A. KROSCHEWSKY ORSAK
Del Valle Tx 78617

Date: 7-27-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Parcel 19

DEED
County Road 366 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 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 **LORETTA A. KROSCHEWSKY ORSAK**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.5272 acre (22,963 Sq. Ft.) tract of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas; being part of that certain 7.853 acre tract conveyed in General Warranty Deed to **LORETTA A. KROSCHEWSKY ORSAK**, dated April 20, 1995, recorded in Volume 2711, Page 393, Official Records, Williamson County, Texas; said 0.5272 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein (**Parcel 19**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

_____
LORETTA A. KROSCHEWSKY ORSAK

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2020 by LORETTA A. KROSCHEWSKY ORSAK in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of _____

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:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 8, 2020

PROPERTY DESCRIPTION FOR PARCEL 19

DESCRIPTION OF a 22,963 square foot (0.5272 of one acre) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 7.853 acres (Second Tract) conveyed to Loretta A. Kroschewsky Orsak by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 393, Official Records, Williamson County, Texas (O.R.W.C.T.); said 22,963 square foot (0.5272 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1-1/4-inch iron pipe in concrete found (bent) at the southeast corner of said 7.853 acre tract, being in the north line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, S 68°12'07" W, passing at a distance of 914.96 feet along the south line of said 7.853 acre tract, with the north line of said 78.562 acre tract, to a point at the northwest corner of said 78.562 acre tract and the northeast corner of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, O.P.R.W.C.T., continuing along the south line of said 7.853 acre tract, with the north line of said 26.172 acre tract, a distance of 324.59 feet for a total distance of 1,239.55 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 70.00 feet right of Engineer's Baseline Station 90+42.64, and having Surface Coordinates of North=10,196,396.47, East=3,204,118.00;

1) **THENCE, S 68°12'07" W**, along the south line of said 7.853 acre tract and the north line of said 26.172 acre tract, a distance of **88.33 feet** to a Y-Post found at the southwest corner of said 7.853 acre tract and the northwest corner of said 26.172 acre tract, being in the east margin of County Road 366 (CR 366, varying width);

2) **THENCE, N 21°52'18" W**, along the west line of said 7.853 acre tract and the east margin of CR 366, a distance of **257.58 feet** to a point at the northwest corner of said 7.853 acre tract and the southwest corner of a remainder of a called 49.476 acres conveyed to Margaret Ann Kroschewsky Hayes by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 385, O.R.W.C.T.;

PROPERTY DESCRIPTION FOR PARCEL 19

3) **THENCE, N 68°12'07" E,** along the north line of said 7.853 acre tract and the south line of said remainder of 49.476 acre tract, a distance of **89.97 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of CR 366, 70.00 feet right of Engineer's Baseline Station 93+00.22;

4) **THENCE, S 21°30'25" E,** along the proposed east right-of-way line of CR 366, across said 7.853 acre tract, a distance of **257.58 feet** to the **POINT OF BEGINNING** and containing 22,963 square feet (0.5272 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 19

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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, this the 8th day of May, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2020/Descriptions/CR 366 Williamson County/Parcel 19

LEGEND

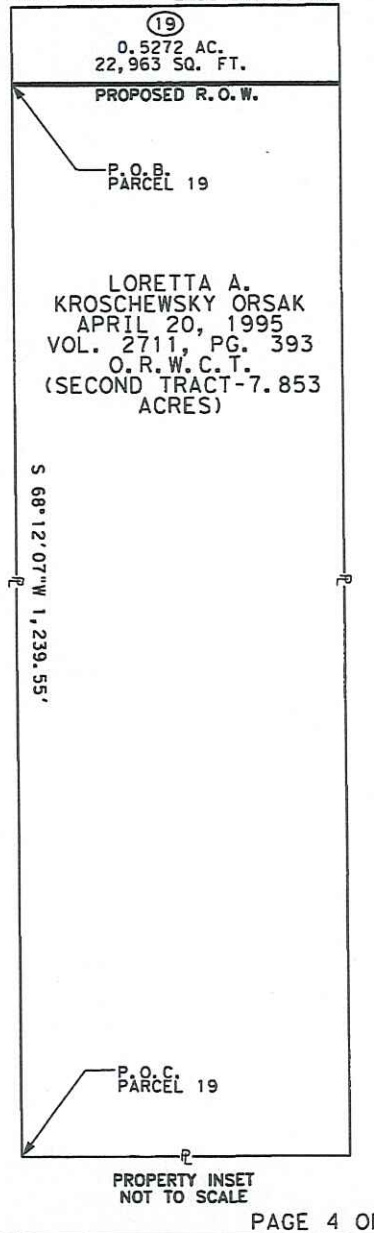
- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
- (XXX) RECORD INFORMATION
- —℄— PROPERTY LINE (OWNERSHIP DIVISION)
- —S— APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- B.L. BUILDING SETBACK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- (1) PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

W. J. BAKER SURVEY
ABSTRACT NO. 65

CR 366
(R.O.W. WIDTH VARIES)

APPROXIMATE SURVEY LINE — A-496 / A-65 — EXISTING R.O.W.



PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

DEED	ACQUISITION	REMAINING RT
7.853 AC. 342,077 SQ.FT.	0.5272 AC. 22,963 SQ.FT.	7.326 AC. 319,114 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

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

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 19

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: N.T.S.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

ANTON GEORGE KROSCHEWSKY
APRIL 20, 1995
VOL. 2711, PG. 389
O.R.W.C.T.
(49.476 ACRES, SAVE & EXCEPT 0.026 ACRE)

0 25 50 100
SCALE: 1" = 50'

EXISTING R.O.W.

APPROXIMATE A-496
SURVEY LINE A-65

CR 366
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

N21°52'18"W 257.58'
(N19°13'40"W 257.58')

90+00

Y POST

92+00

ENGINEER'S BASELINE

N21°30'25"W 2,893.51'

S68°12'07"W 88.33'

(19)
0.5272 AC.
22,963 SQ. FT.

P.O.B.
PARCEL 19
N=10,196,396.47
E=3,204,118.00
STA. 90+42.64
70.00' RT

PAUL A. KROSCHEWSKY
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)

STA. 93+00.22
70.00' RT

N68°12'07"E 89.97'

(N70°42'20"E 1,328.05')

MARGARET ANN KROSCHEWSKY HAYES
APRIL 20, 1995
VOLUME 2711, PAGE 385
O.R.W.C.T.
(CALCULATED 48.462 ACRE REMAINDER OF A CALLED 49.476 ACRES)

PROPOSED R.O.W.
S21°30'25"E 257.58'

324.59'

(S70°42'20"W 1,327.92')
S68°12'07"W 1,239.55'

LORETTA A. KROSCHEWSKY ORSAK
APRIL 20, 1995
VOL. 2711, PG. 393
O.R.W.C.T.
(SECOND TRACT-7.853 ACRES)

SANDRA SUE ALTMAN
FEBRUARY 22, 2019
DOC. NO. 2019014333
O.P.R.W.C.T.
(78.562 ACRES)

914.96'

W. J. BAKER SURVEY
ABSTRACT NO. 65

P.O.C.
PARCEL 19
1-1/4" IN CONCRETE (BENT)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 19

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2020 | SCALE: 1"=50'

Commissioners Court - Regular Session **89.**

Meeting Date: 08/04/2020

Sam Bass Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with A.C. and Lorraine Hartmann for right of way needed on the Sam Bass Rd. project. (Parcel 17) Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hartmann Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:27 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:19 AM

Final Approval Date: 07/30/2020

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 17

THIS REAL ESTATE CONTRACT ("Contract") is made by A.C. HARTMANN and LORRAINE HARTMANN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.021 acre (approximately 927 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of a called 2.28 acre tract of land described in a Deed to A.C. HARTMANN AND WIFE, LORRAINE HARTMANN, Recorded May 4, 1983, Volume 916, Page 805, Deed Records of Williamson County, Texas (D.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" 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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN and 00/100 Dollars ($7,457.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 10, 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 to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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.

SELLER:

A.C. HARTMANN

Address: 4705 Sam Bass Rd
Round Rock, TX 78681

Date: 7/21/2020

LORRAINE HARTMANN

Address: 4705 Sam Bass Rd
Round Rock, TX 78681

Date: 7/21/2020

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.: 17 April 23, 2020
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 17

DESCRIPTION OF A 0.021 ACRE (927 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.28 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO A.C. HARTMANN AND WIFE, LORRAINE HARTMANN, RECORDED MAY 4, 1983 IN VOLUME 916, PAGE 805, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.021 ACRE (927 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 668.85 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 284+24.16, for the southeast corner of a called 2.22 acre tract of land, described in a deed to Edward B. Roha and wife, Rebecca R. Roha, recorded in Document No. 2013003444, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southwest corner of said 2.28 acre tract;

THENCE N 04°28'14" W, with the common line of said 2.28 acre tract and said 2.22 acre tract, a distance of 646.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,327.19, E=3,108,375.47) set 22.00 feet right of Sam Bass Road E.C.S 284+28.44 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 04°28'14" W, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said 2.28 acre tract and said 2.22 acre tract, a distance of 17.18 feet to a 5/8-inch iron rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said 2.22 acre tract, same being the northwest corner of said 2.28 acre tract and the parcel described herein;

2) **THENCE** S 85°48'01" E, departing the common line of said 2.28 acre tract and said 2.22 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 109.20 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.00 feet right of Sam Bass Road E.C.S 285+36.40 on the proposed south right-of-way line of said Sam Bass Road, for the east corner of the parcel described herein, from which a 5/8-inch iron rod found, for the northeast corner of said 2.28 acre tract bears S 85°48'01" E, a distance of 43.04 feet;

THIS SPACE IS INTENTIONALLY LEFT BLANK

3) **THENCE** S 85°09'00" W, departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.28 acre tract, a distance of 107.95 feet to the **POINT OF BEGINNING,** and containing 0.021 acre (927 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 1.00012. Units: U.S. Survey Feet.

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

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.

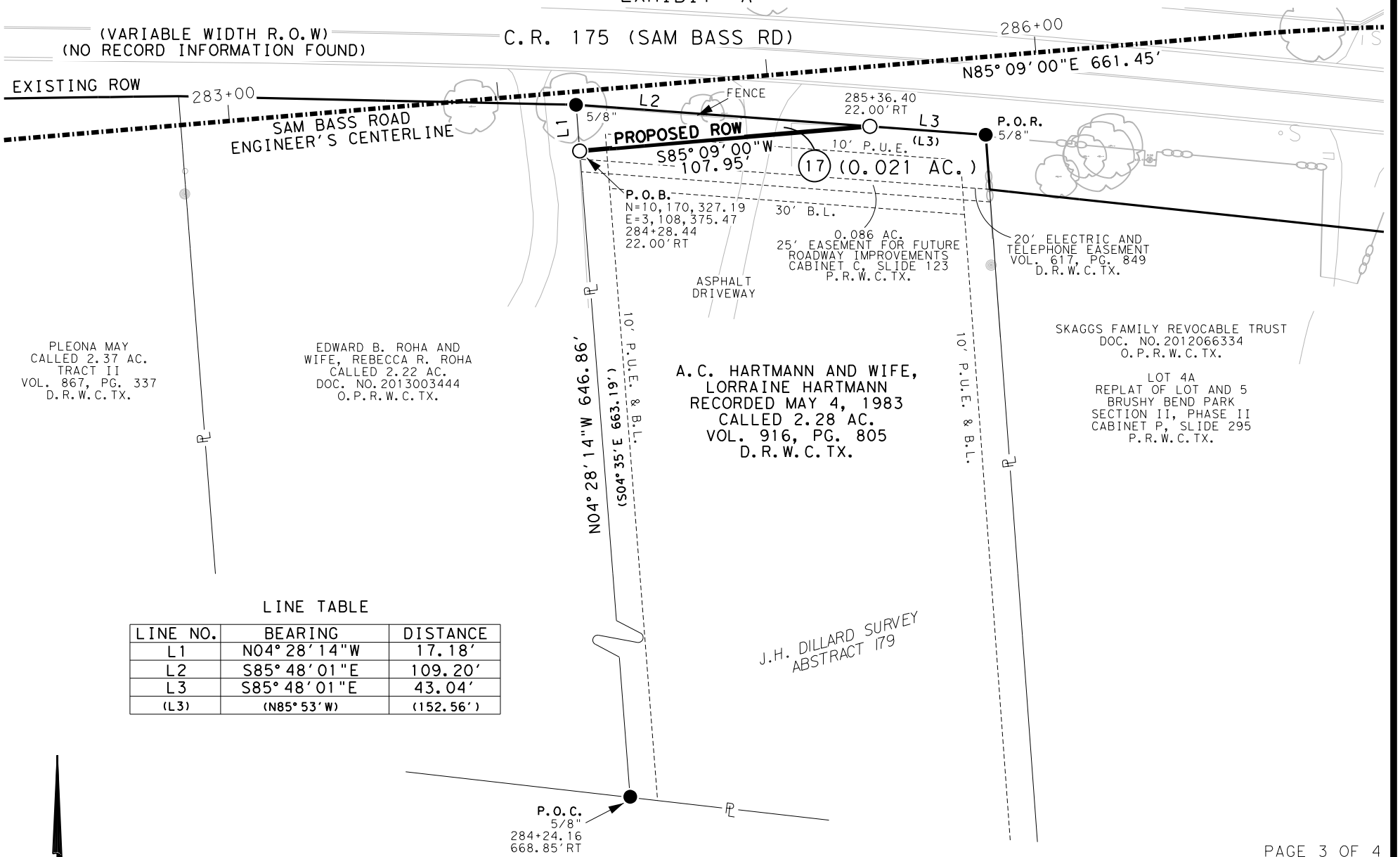
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/24/20

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

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N04° 28' 14"W	17.18'
L2	S85° 48' 01"E	109.20'
L3	S85° 48' 01"E	43.04'
(L3)	(N85° 53' W)	(152.56')

REF. FIELD NOTE NO. 47016

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\17\PLAT\00\P-17.dgn

EXISTING	2.28 AC.	ACQUIRE	0.021 AC.	REMAINING	2.259 AC. RIGHT

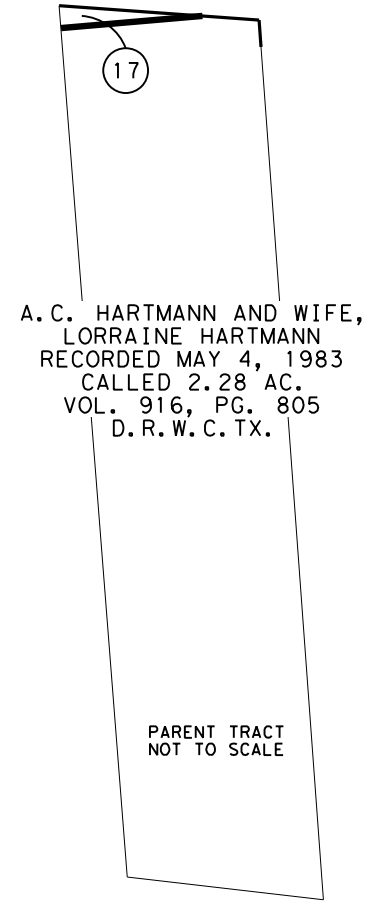
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
A.C. HARTMANN AND WIFE,
LORRAINE HARTMANN
PARCEL 17
0.021 AC. (927 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD 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
--/---	DISTANCE NOT TO SCALE
---1--	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 1.00012. 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007150, EFFECTIVE DATE FEBRUARY 27, 2020, AND ISSUED DATE MARCH 6, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 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.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/24/20

DATE

REF. FIELD NOTE NO. 47016

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\17\PLAT\00\P-17.dgn

EXISTING	2.28 AC.	ACQUIRE	0.021 AC.	REMAINING	2.259 AC. RIGHT

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
A.C. HARTMANN AND WIFE,
LORRAINE HARTMANN
PARCEL 17
0.021 AC. (927 SQ. FT.)

Exhibit "B"

Parcel 17

DEED

Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 A.C. HARTMANN and LORRAINE HARTMANN, 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 0.021 acre (approximately 927 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of a called 2.28 acre tract of land described in a Deed to A.C. HARTMANN AND WIFE, LORRAINE HARTMANN, Recorded May 4, 1983, Volume 916, Page 805, Deed Records of Williamson County, Texas (D.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**);

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 the City of Round Rock 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 Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

_____
A.C. HARTMANN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by A.C. HARTMANN, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
LORRAINE HARTMANN

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by LORRAINE HARTMANN, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **90.**

Meeting Date: 08/04/2020

First Amended ILA- University Blvd

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 First Amended Interlocal Agreement between Williamson County and the City of Round Rock Regarding the University Blvd (West) Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amended ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:27 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:21 AM

Final Approval Date: 07/30/2020

FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK REGARDING THE UNIVERSITY BOULEVARD (WEST) PROJECT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the "Amended Agreement") is entered into as of this 9th day of July, 2020, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, on the 26th day of June, 2014, the City and the County entered into an Interlocal Agreement (the "Agreement") regarding the widening of University Boulevard from IH-35 to Sunrise Road; and (the "Project"); and

WHEREAS, since the approval of the Agreement, changed circumstances require the Agreement to be amended; and

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, as stated in the Agreement, the City and County continue to desire to commence construction of the Project since all of the necessary right-of-way has been acquired;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree to the following amendment to the Agreement:

A.

That Section A., 1.2 is hereby amended to read that the City shall complete construction of the Project within five (5) years from the date of the approval of this Amended Agreement by the County.

B.

All other terms and conditions of the Agreement shall remain in full force and effect.

C.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.

3. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

4. **Amendments.** This First Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

5. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

6. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

7. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

8. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(signatures on the following page)

WILLIAMSON COUNTY

By: _____
Honorable William Gravell, Jr., County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: 7.9.2020

Attest:

_____
Sarah White, City Clerk

Commissioners Court - Regular Session **91.**

Meeting Date: 08/04/2020

SE Loop Survey Permit

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Consent to Evaluate and Investigate and Survey Permit (Right of Entry) with Edward and Jennie Dilworth for survey reasons on the Southeast Loop project (Parcel 6).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dilworth ROE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:31 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:25 AM

Final Approval Date: 07/30/2020

CONSENT TO EVALUATE AND INVESTIGATE AND SURVEY PERMIT

The undersigned Edward Dilworth and Jennie Dilworth ("Grantors") do hereby warrant that they are owners of the real property herein described and do hereby grant to Williamson County its successors, and its assigns (collectively, "Grantee") permission to enter upon the following described real estate hereinafter referred to as "said land" in Williamson County, Texas, to wit:

103 Little Lake Road, Hutto, Texas 78634, Property ID R393537

Grantors herein grant to Grantee and/or its representatives the right to conduct any and all due diligence, including but not limited to an environmental, archeological, physical, engineering, and title examination as well as surveying of said land. The surveyors or inspectors may establish a line-of-sight survey, flag and stake said land, inspect, test, collect samples, and conduct other inspections as to the condition of said property ("Surveys"). Grantee is responsible for payment of all inspections, surveys, and reports performed at Grantee's request and shall pay for any damage that occurs to the said land as a result of such activities.

Before commencing any work provided for herein, Grantee and all contractors hired by Grantee are to obtain and maintain, at their sole cost and expense, general-liability and property-damage insurance and workman's compensation insurance to cover its employees and workers. Grantee shall maintain such insurance at all times during which Grantee or any of the Grantee Group shall be present on the properties owned by Grantor or at the work site. All of the policies required herein shall be endorsed to waive any rights of subrogation (which the insurance company may acquire by reason of the payment) of any claim to Grantor, its successors, or assigns. General-liability insurance shall provide for insured limits for bodily injury and death of at least $1,000,000 per occurrence and $2,000,000 aggregate. Workman's compensation insurance shall be for the statutory limits, and Employer's Liability Insurance shall have a limit of at least $1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all owned, non-owned, and hired automobiles shall have minimum limits of liability of $1,000,000 per occurrence for bodily injury and property damage.

To the extent allowed by law, Grantee agrees to pay any and all damages of every kind and nature suffered by the Grantor, their successors and assigns (hereinafter "Indemnified Party(ies)"), directly and proximately caused by or arising in whole or in part out of:

a) the conduct, acts, or omissions of Grantee or the Grantee Group; or

b) Grantee's breach of any term, covenant, or condition of this Survey Permit, arising out of or relating to Grantee's Surveys, or any other negligent or intentional acts or omissions by Grantee or the Grantee Group.

To the extent allowed by law, this indemnity obligation extends to all claims including those for the death or personal injury of any person (including but not limited to Grantee and the Grantee Group as well as Grantors, the Indemnified Parties, or anyone else) as well as for claims for damage to property, including the loss or loss of use of enjoyment of property. To the extent allowed by law, Grantee agrees to reimburse and indemnify and hold the Grantor harmless from any and all claims, demands, causes of action, liability, loss, damage, or expense of every kind and nature, including but not limited to attorneys' fees and costs.

Without limiting the scope of Grantee's indemnity obligations, it is the express agreement of the parties that Grantee shall protect and hold harmless Grantor and/or the Indemnified Parties from and against all liabilities, losses, claims, damages, penalties, causes of action, and suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) caused or contributed to by Grantee or the Grantee Group arising out of or in connection with any performance of activities or obligations under this Agreement, and shall pay any judgments of any nature rendered against any of the Indemnified Party(ies) for any injuries or damages.

To the extent allowed by law, Grantee shall indemnify and hold Grantor and/or the Indemnified Party(ies) harmless from and against any and all fines and/or penalties that are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or the Grantee Group.

Grantee hereby forever and knowingly releases Grantor and the Indemnified Party(ies) from all liability for any damage or injury (present, past, or future) that Grantee, or any of Grantee's subsidiaries or affiliates, may sustain from any and all sources or causes arising from the use of said land as provided for under this Permit.

In the event a legally valid claim arises that is covered by the indemnity obligations in this Agreement, Grantee agrees that it will pay the reasonable attorneys' fees of Grantor and/or the Indemnified Party(ies). If any provision of this indemnity or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of Grantee's indemnity obligations shall not be affected thereby, it being intended and agreed that Grantee's indemnity obligations shall be construed and enforced to the fullest extent permitted by applicable Texas law.

Grantors' Telephone: 912-481-1939

Special conditions noted below:

Grantee shall notify Grantor at least three (3) days before each entry to said land.

EXECUTED this 27 day of July, 2020

Grantors:

EDWARD DILWORTH AND JENNIE DILWORTH

Edward Dilworth

Edward Dilworth, Individually

Jennie Dilworth

Jennie Dilworth, Individually

GRANTEE:

Williamson County

_____

By:_____
Printed Name

Title:_____

Commissioners Court - Regular Session **92.**

Meeting Date: 08/04/2020

2020-2021 Budget Presentation

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on 2020-2021 budget recommendations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY21 Budget Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 09:41 AM
Form Started By: Sarah Crain		Started On: 07/30/2020 09:05 AM
Final Approval Date: 07/30/2020		

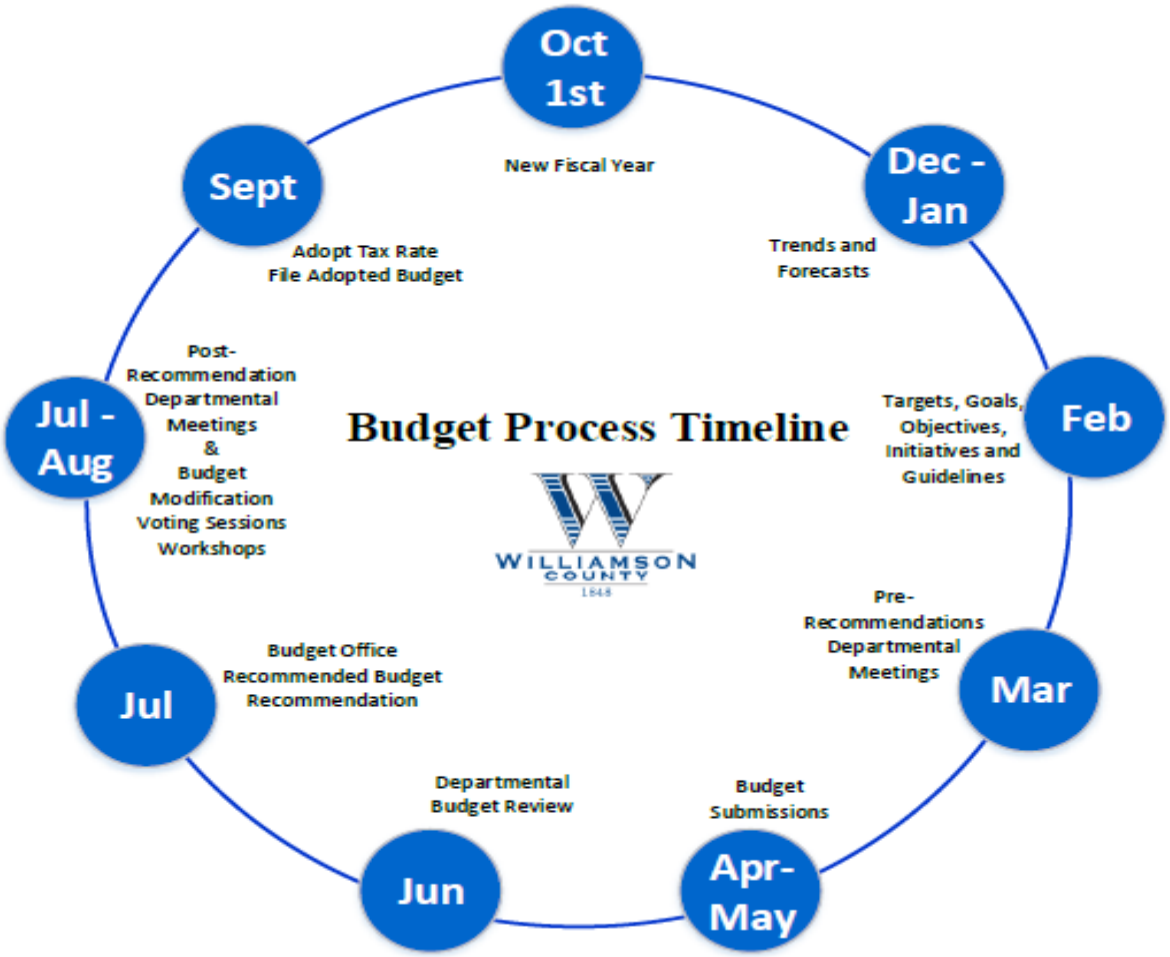
WILLIAMSON COUNTY
1848

2021 EXPENDITURE RECOMMENDATIONS

BUDGET OFFICE

AUGUST 4, 2020

Timeline of Events / Budget Process



FY 21 General Fund Budget

- Requested *$235,872,708
- Adopted FY 20 $221,049,620
- Recommended FY 21 $ 218,940,100
- *(A decrease of $2,109,520 or ~ 1%)*

**Requested does not include LRTP, CIP or Compensation Increases*

FY 21 General Fund New Personnel

REQUESTED:

- **125 FTEs Requested** **$ 11,121,511**
- **1 Part-Time to Full-Time** **$ 20,331**
- **1 Part-Time** **$ 21,895**

RECOMMENDED:

- **0 FTEs Recommended** **$ 0**

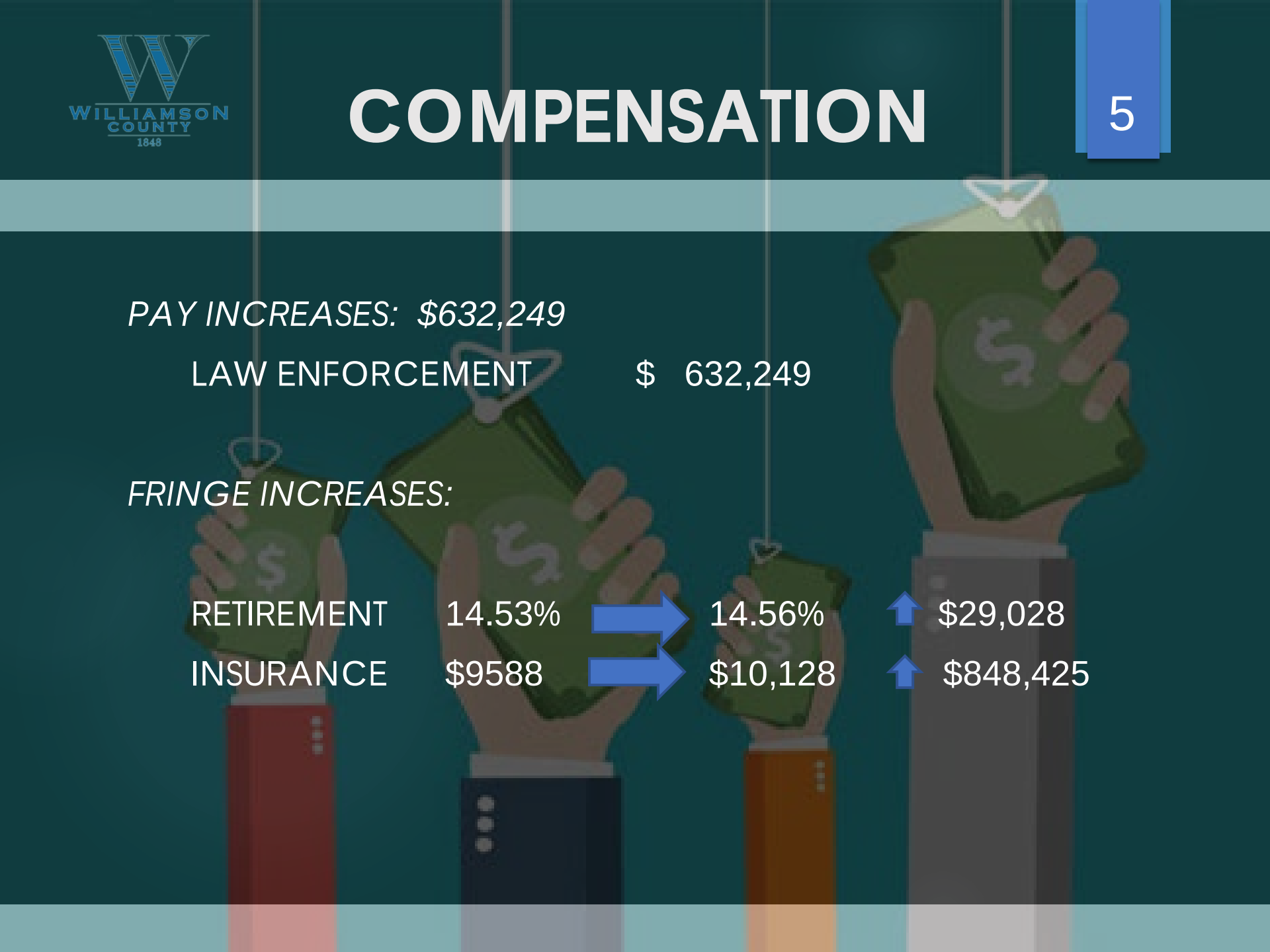
COMPENSATION

PAY INCREASES: $632,249

LAW ENFORCEMENT	$ 632,249

FRINGE INCREASES:

RETIREMENT	14.53%	→	14.56%	↑ $29,028
INSURANCE	$9588	→	$10,128	↑ $848,425



FY 21 Budget - General Fund

OPERATING HIGHLIGHTS:

- **Travis County ME Office Increases:**
- **Autopsy/Medical Inquest Fees $98,187**
  - *(15% increase)*
  - *Autopsies $2900 to $3335*
  - *External Exams $900 to $1035*
  - *Court Testimony $121/hr. to $140/hr.*
  - *Chart Review w/Medical Opinion $400*

FY 21 Budget - General Fund

OPERATING HIGHLIGHTS:

- **Court Appointed Attorneys** **$354,531**
  - *(8% Increase)*
- **Facilities** **-$1,366,908**
  - *(10% decrease)*
- **Technology** **-$786,323**
  - *(6% decrease)*

FY 21 Budget - General Fund

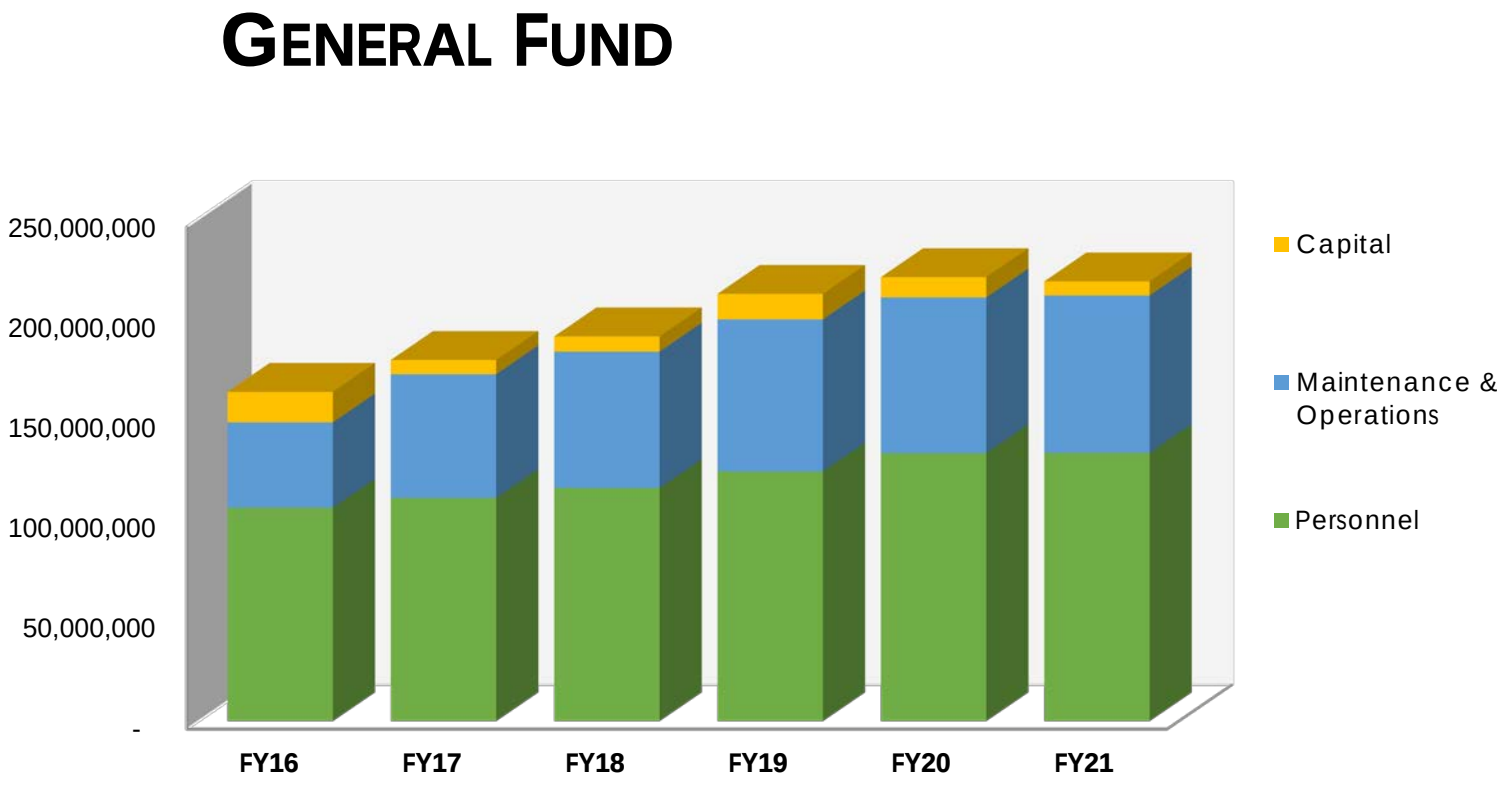
OPERATING HIGHLIGHTS CONTD.:

- **Public Assistance:**
  Pavilion **-$40,000**
  Crisis Center **remains at $85,000**

- **Long Range Transportation Plan** **$7,000,000**

- **Capital Improvement Projects** **$7,125,000**

FY 21 General fund - Budget History



FY21 is Proposed Only and Not Final Until August 25th, 2020

FY 21 Road & Bridge Fund Budget

- **Requested R&B Fund Budget** **$46,329,347**
- **Adopted FY 20 R&B Fund** **$45,052,060**
- **Recommended** **$44,576,568**

(A decrease of $475,492 or 1.06%)

FY 21 Road & Bridge Fund - New Personnel

REQUESTED:

12 FTEs Requested

$2,747,640

RECOMMENDED:

0 FTE Recommended

$0

COMPENSATION

PAY INCREASES:

0% MERIT FOR CIVILIAN

$ 0

FRINGE INCREASES:

$98,335

RETIREMENT

14.53% → 14.56%

$2,240

INSURANCE

$9588 → $10,128

$73,710

FY 21 Budgets Road & Bridge fund

HIGHLIGHTS:

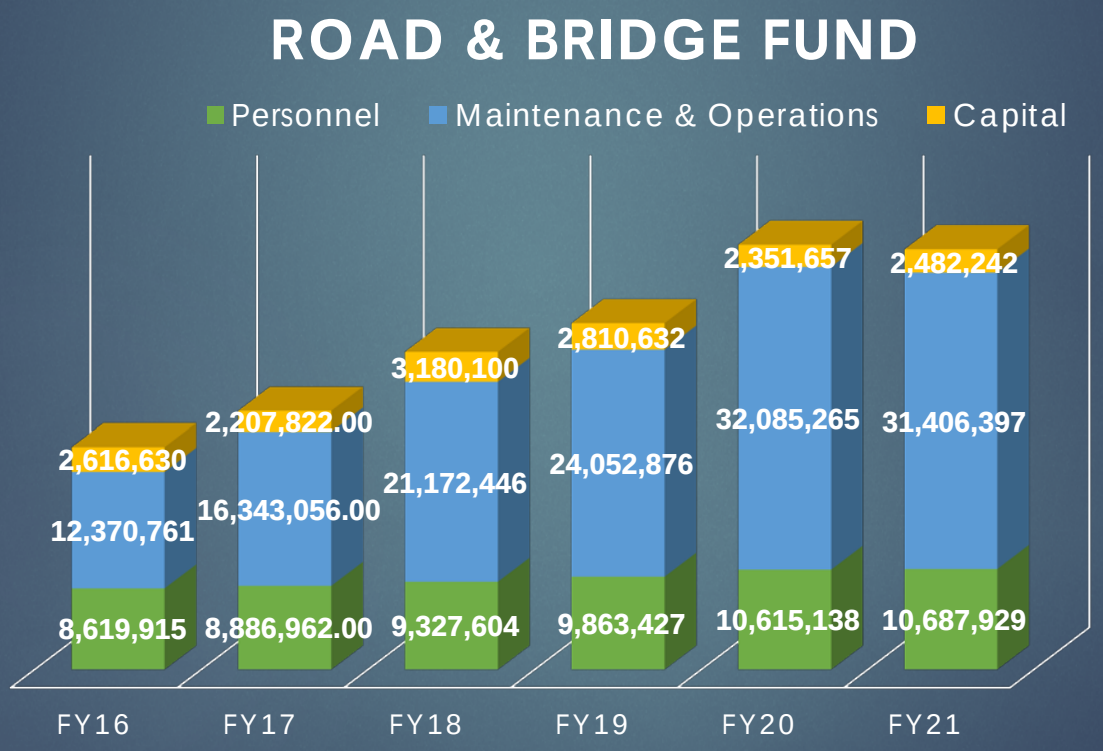
- LRTP – Long Range Transportation Plan

  $ 5M

- CAPITAL PROJECTS – *construction*
  $2.71M
  - CR 101 Phase 1 ($770k)
  - CR 255/289 ($1.71M)

  Both include Design and ROW

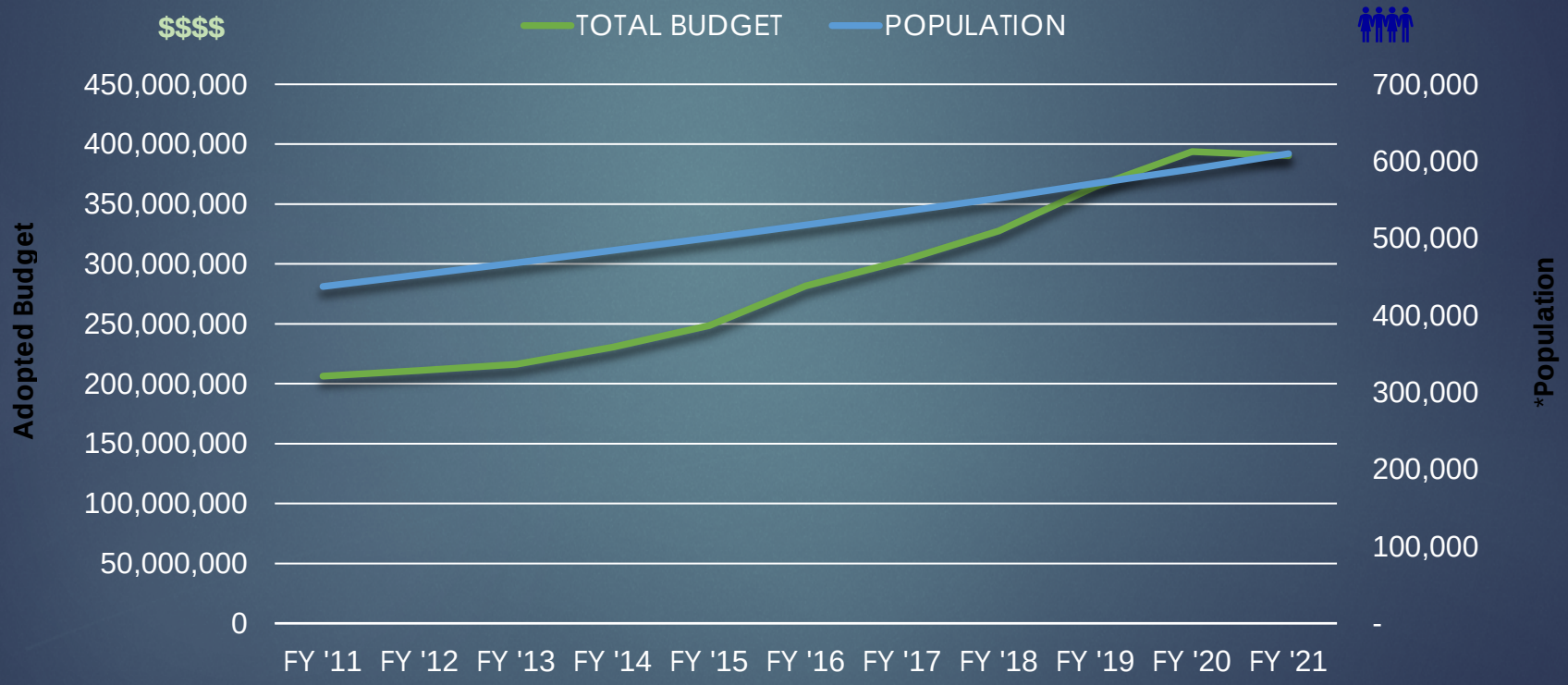
FY 21 Road & Bridge fund



FY 21 is Proposed Only and Not Final Until August 25th, 2020

FY 21 Budgets

Williamson County
Population and Adopted Budget Totals History



**Population Totals as projected by the Texas Demographic Center.*

FY21 totals are based on the recommended budget total compared to historical adopted budget amounts.

FY 21 0600 - Debt Service

- **FY20 Adopted $127,742,206**
- **FY21 Recommend $126,845,915***
- ***Included is $25M Debt Defeasance***

FY 21 Budget

QUESTIONS / COMMENTS?

Ashlie Koenig, Budget Officer

Budget Office, Williamson County

710 Main Street, Suite 101

Georgetown, Texas 78626

www.wilco.org

Phone: (512) 943-1550

Email: akoenig@wilco.org

Commissioners Court - Regular Session **93.**

Meeting Date: 08/04/2020

Fiscal Year 2020-2021 Revenue Estimates

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2020-2021 Fiscal Year Budget.

Background

Attached are estimates that utilize the No New Revenue Tax Rate as calculated by the Williamson County Tax Assessor and utilizing the Current Rate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fiscal Year 2021 Revenue Estimates Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 05:46 PM
Form Started By: Melanie Denny		Started On: 07/28/2020 01:05 PM
Final Approval Date: 07/29/2020		

REVENUE ESTIMATES

		No New Revenue Rate	Current Tax Rate
		(0.244914/$100)	(0.251529/$100)
General Fund	Tax Levy	$174,765,176	$179,181,689
	Other Revenue	$36,674,991	$36,674,991
		$211,440,167	$215,856,680
		(0.04/$100)	(0.04/$100)
Road & Bridge	Tax Levy	$28,360,590	$28,360,590
	Other Revenue	$6,962,000	$6,962,000
		$35,322,590	$35,322,590
		(0.16719/$100)	(0.16719/$100)
Debt Service	Tax Levy	$119,303,061	$119,101,124
	Other Revenue	$363,253	$363,253
	Transfer – Pass Through Fund	$9,480,385	$9,682,322
		$129,146,699	$129,146,699

Commissioners Court - Regular Session **94.**

Meeting Date: 08/04/2020

Hear presentation on the Williamson County no-new-revenue and voter approved rate calculations.

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on the Williamson County no-new-revenue and voter approved rate calculations as presented by Larry Gaddes, Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Tax Rate Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/30/2020 11:31 AM
Form Started By: Judy Kocian		Started On: 07/29/2020 08:41 AM
Final Approval Date: 07/30/2020		

WILLIAMSON COUNTY
1848

No-New-Revenue and Voter-Approval Tax Rates

Tax Year 2020

What is the No-New-Revenue Rate?

- The No-New-Revenue (NNR) rate is the tax rate that would produce the same amount of revenue this year that you received last year if you applied the NNR rate to the same properties that are taxed in both years.

What is the Voter-Approval Tax Rate?

- The Voter-Approval rate is the tax rate calculated to determine if the County is required to have an election to approve the rate that was adopted.
  - Determine the NNR M & O tax rate
  - Increase that rate by 3.5%
  - Add to that the calculated debt rate

What else has SB2 changed?

- **Names have changed**:
  - No-New-Revenue Tax Rate = Effective Tax Rate
  - Voter-Approval Tax Rate = Rollback Tax Rate
- **8% Rollback is now 3.5% Voter-Approval**
  - Automatic election if adopted rate is over 3.5% Voter-Approval rate
- **Simplified Notices**
  - Taxpayer-friendly language and fewer published notices

What else has SB2 changed?

- **Simplified Process**
  - Requires one public hearing
  - May adopt the tax rate immediately after the public hearing
- **More Visibility**
  - Postcard directing property owners to tax rate website
  - Website w/ tax rate implications specific to your property
  - Ability to compare taxes between entities taxing your property
  - Ability to submit feedback directly to governing body

WILLIAMSON COUNTY
1848

- Current Total Tax Rate - **$0.458917**
- No-New-Revenue Rate - **$0.452104**
- Voter-Approval Rate - **$0.461521**

WILLIAMSON COUNTY
1848

Questions?

Larry Gaddes

Williamson County

Tax Assessor/Collector

Commissioners Court - Regular Session **95.**

Meeting Date: 08/04/2020

Proposed maximum TOTAL tax rate for Williamson County and RFM for tax year 2020

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for tax year 2020.

Background

Take a record vote on a TOTAL proposed tax rate for the 2020 tax year. The proposed rate is the sum of M&O, I&S and R/FM. You do not need to discuss or vote on the individual rates. The current total tax rate is $0.458719.

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	07/30/2020 11:37 AM
Form Started By: Judy Kocian		Started On: 07/29/2020 08:44 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **96.**

Meeting Date: 08/04/2020

Discuss consider and take appropriate action on scheduling one public hearing date

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on scheduling one public hearing date if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.452104.

Background

If the proposed tax rate is exceeds the no-new-revenue rate of $0.452104. The Court must schedule one public hearing prior to the tax rate adoption. The rollback rate is $0.461521.

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	07/30/2020 11:42 AM
Form Started By: Judy Kocian		Started On: 07/29/2020 08:46 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **97.**

Meeting Date: 08/04/2020

Comp item

Submitted By: Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and take action on approving FY21 compensation changes, including 2021 TCDRS changes, for employees, Elected Officials, and retirees.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/29/2020 11:49 AM

Form Started By: Rebecca Clemons Started On: 07/29/2020 11:33 AM

Final Approval Date: 07/29/2020

FY21 COMPENSATION

cpi.market review.merit.elected officials' salaries.salary study.TCDRS

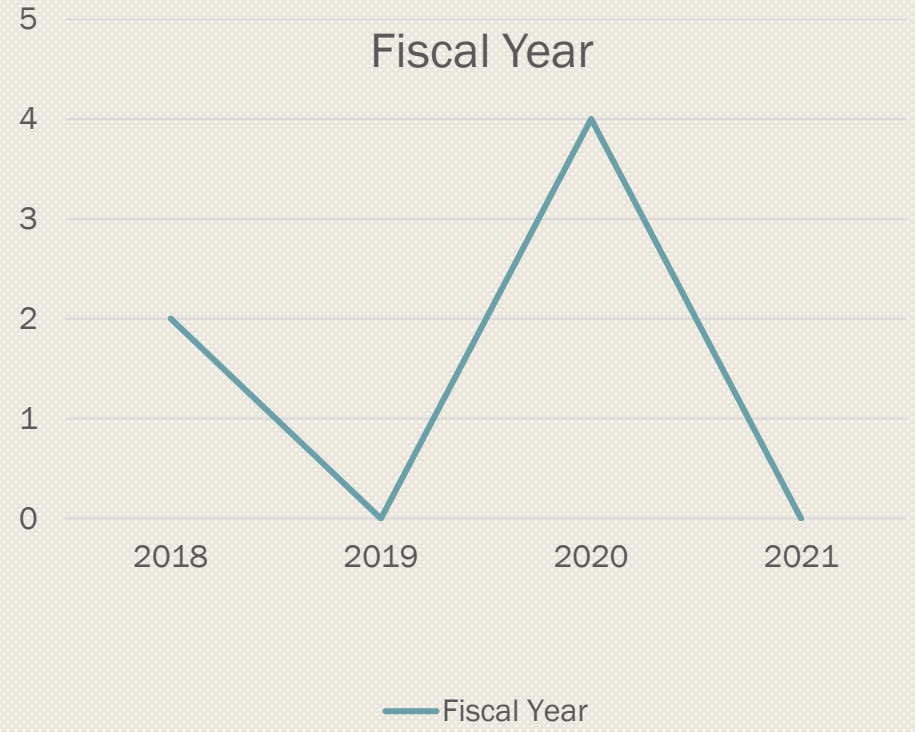
CPI and Historical Summary

- We utilize the Dallas area Consumer Price Index (CPI)
- CPI for May 2020 is -.5%
- Salary study process helps us to ensure our salary grade chart is staying competitive
- Tenure chart funded for law enforcement
- COLA/Merit recommendations from HR
  - *FY18 -1%*
  - *FY19 - 2%*
  - *FY20 - recommend merit increase only, funded at 4%*

Market Review

- Data collected and reviewed from market
- FY21 recommendation from HR is no merit allocation
- Merit cap decreased back to 5%
- Pending requests:
  - *Commanders move from LE to B chart*
  - *Hazard pay or flat merit for EMS/MOT frontline staff*
  - *One-time lump sum for all County staff*
  - *Postpone merit allocation until 2021*
  - *County Court at Law Court Reporters move to EX chart with set salary*

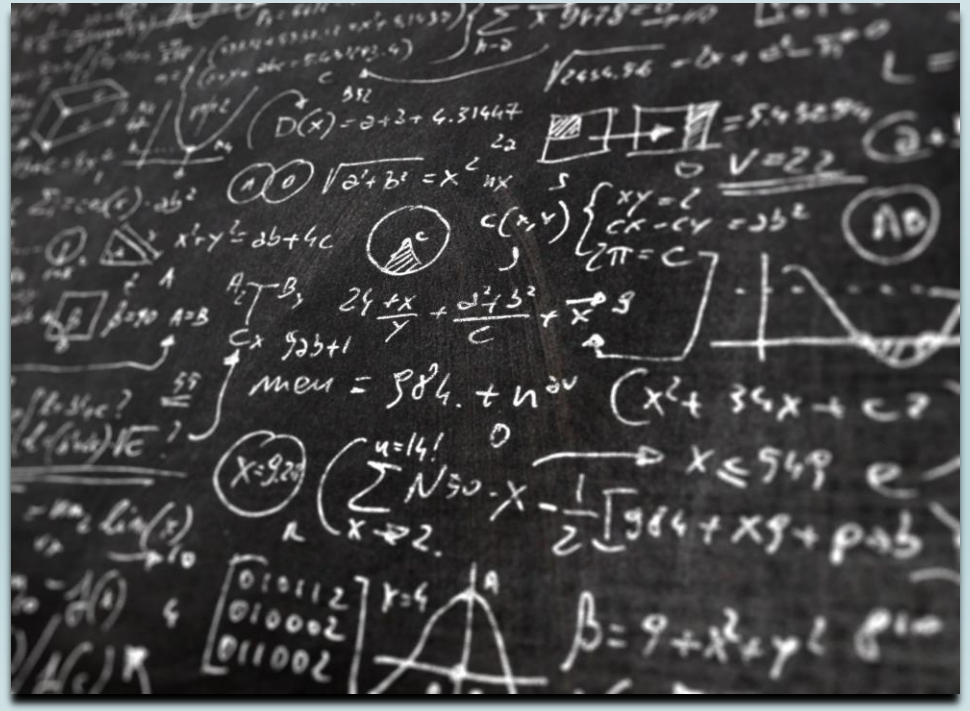
Elected Officials Salaries



- HB2384 increase for County Court at Law #2 Judge – 14K
- Request by District Attorney for salary increase through Dec. 2020
- Recommendation for other Elected Officials is no increase

Salary Study Results Cycle 3a

Reviewed 140 positions and 70 different classifications



- Total # of positions with grade changes

  103

- Total # of classifications after salary study

  41

- Projected Total Fiscal Impact

  $18,551

  (without fringe)

TCDRS

Texas County & District Retirement System

Retiree COLA

of benefit payees – 768

- No increase
- Flat – historically 1%
- % CPI – historically 60%
- Repeating COLA designation

- Current required rate for 2021 included in budget recommendations is 14.56% (with no increase for retirees)
- 2020 rate was 14.53%, with no increase for retirees
- 1 of 28 counties with a 250% match
- Cost Scenarios
  - *1% Flat - 14.73%*
  - *60% CPI – 15.17%*

Commissioners Court - Regular Session **98.**

Meeting Date: 08/04/2020

FY 21 Elected Official Compensation

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2020-2021 budget.

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	07/21/2020 08:36 AM
Form Started By: Ashlie Koenig		Started On: 07/20/2020 12:54 PM
Final Approval Date: 07/21/2020		

Commissioners Court - Regular Session **99.**

Meeting Date: 08/04/2020

2020 - 2021 General Fund Recommended Budget

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the General Fund (0100) as presented by the Budget Office in the amount of $218,940,100.

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	07/28/2020 02:11 PM
Form Started By: Ashlie Koenig		Started On: 07/28/2020 01:41 PM
Final Approval Date: 07/28/2020		

Commissioners Court - Regular Session **100.**

Meeting Date: 08/04/2020

2020 - 2021 Recommended Road and Bridge Fund

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the Road and Bridge Fund (0200) as presented by the Budget Office in the amount of $44,576,568.

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	07/28/2020 02:12 PM
Form Started By: Ashlie Koenig		Started On: 07/28/2020 01:43 PM
Final Approval Date: 07/28/2020		

Commissioners Court - Regular Session **101.**

Meeting Date: 08/04/2020

2020 - 2021 Recommended Debt Service Fund

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of the 2020-2021 recommended budget for the Debt Service Fund (0600) as presented by the Budget Office in the amount of $126,845,915.

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	07/29/2020 08:58 AM
Form Started By: Ashlie Koenig		Started On: 07/28/2020 01:44 PM
Final Approval Date: 07/29/2020		

Commissioners Court - Regular Session **102.**

Meeting Date: 08/04/2020

FY 21 Post Recommendation Workshop

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 FY 21 Post Recommendation / Departmental Presentation Workshop

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	07/21/2020 08:36 AM
Form Started By: Ashlie Koenig		Started On: 07/20/2020 12:57 PM
Final Approval Date: 07/21/2020		

Meeting Date: 08/04/2020

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	07/30/2020 11:32 AM
Form Started By: Charlie Crossfield		Started On: 07/30/2020 11:27 AM
Final Approval Date: 07/30/2020		

Commissioners Court - Regular Session **104.**

Meeting Date: 08/04/2020

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 Liberty
l) Project Long Haul

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	07/30/2020 11:33 AM

Form Started By: Charlie Crossfield Started On: 07/30/2020 11:28 AM

Final Approval Date: 07/30/2020