NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 2, 2021
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 – 26)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	$3,000
To	0100.0576.004718	Pre-Employment Physicals	$3,000
To	0100.0576.003011	Computer Software	$10,000
From	0100.0576.004102	Residential Services	$10,000

5. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 01/01/2021 through 01/31/2021.

6. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 01/01/2021 through 01/31/2021.

7. Discuss, consider and take appropriate action on authorizing the disposal of various county equipment assets through Auction including two (2) Wilkins 350A double check valves, pursuant to Tx. Local Gov't Code 263.152.

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

9. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/27/2021 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action to acknowledge advertising by the Purchasing Director for the Sheriff to receive proposals of Commissary Services for the Williamson County Jail.

11. Discuss, consider and take appropriate action on approving the renewal of ALS affiliation agreement between Williamson County EMS and Austin Community College.

12. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Automated Logic Contracting Services to provide the Secure Assurance Plan in the amount of $28,259.00 and authorizing execution of the agreement.

13. Discuss, consider, and take appropriate action on approving Work Authorization No. 6 for the Williamson County Justice of the Peace Precinct 4 Buildout (P548) in the amount of $86,513.00 to expire on June 22, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and MWM Design Group, Inc., dated November 24, 2020.

14. Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions, LLC to provide Design and Engineering Services for the Williamson County Georgetown Annex Water Softener Remodel in the amount of $3,100.00 and to expire on April 27, 2022.

15. Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions, LLC to provide Design and Engineering Services for the Williamson County Cities Health District Lobby and Janitor Remodel (P535) in the amount of $2,100.00 to expire on 05/04/2022.

16. Discuss, consider, and take appropriate action on approving Work Authorization No. 3 for the Williamson County Jail Master Plan (P432) in the amount of $86,810.00 to expire on February 2, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Talex, Inc., Engineers, dated November 24, 2020.

17. Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions to provide Design and Engineering Services for the Williamson County Juvenile Justice Center Remote Restroom (P528) in the amount of $4,400.00 to expire on 08/03/2022.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Demolition of Structures in Lakeside Subdivision (Phase 2) under IFB #T3082. Funding source is Project P463.

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #T3086.

20. Discuss, consider and take appropriate action on approving the extension of Asphalt Emulsions contract #T2725, renewal option period 1, for the same pricing, terms and conditions as the existing contract with Ergon Asphalt & Emulsions, Inc. for the term of 2.4.21 – 2.3.22.

21. Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers Contract #1811-275, renewal option period 2, for the same pricing, terms and conditions as the existing contract for line items as awarded with Vulcan Signs, Dobie Supply LLC, Avery Dennison, and Pathmark Traffic Equipment LLC, for the term of 1.22.21 - 1.21.22.

22. Discuss, consider and take appropriate action on Supplemental Work Authorization 2 to Work Authorization No 1 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004100.

23. Discuss, consider, and take appropriate action on approval of the replat of the Seven Suns Properties LTD subdivision – Precinct 3.

24. Discuss, consider and take appropriate action on approval of the preliminary plat for the Matthew 7:25 subdivision – Precinct 4.

25. Discuss, consider and take appropriate action on approval of the final plat for the Oak Bend Estates subdivision – Precinct 2.

26. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phases 8-10 subdivision – Precinct 4.

REGULAR AGENDA

27. Discuss, consider, and take appropriate action on declaring February 2021 as Black History Month in Williamson County.

28. Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding Bond Rating results and results of Refunding Bond sale.

29. Discuss, consider and take appropriate action on a Resolution authorizing the Williamson County District Courts to submit an application for the Family Recovery Court to the Office of the Governor, Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project, designating the County Judge as the official authorized to apply for the grant, and designating the Williamson County Judge, with approval of the Williamson County Commissioner's Court, as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the Office of the Governor.

30. Discuss, consider and take appropriate action on a Resolution authorizing the Williamson County District Courts to submit an application for the Felony Mental Health Court to the Office of the Governor, Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project, designating the County Judge as the official authorized to apply for the grant, and designating the Williamson County Judge, with approval of the Williamson County Commissioner's Court, as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the Office of the Governor.

31. 10:00 Conduct public hearing relating to a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Dept. 409 (Non-Departmental) budget and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

32. Discuss, consider and take appropriate action on allowing the Williamson County Sheriff's Office Patrol Division to occupy Room 115 at the Jester Annex located at 1801 E. Old Settlers Blvd., Round Rock.

33. Discuss, consider, and take appropriate action on the Sheriff's Office request to create a Public Integrity Unit that will partner with the District Attorney's Office. To accomplish creation of the Public Integrity Unit the Sheriff's Office requests to reclassify two Sheriff's Office positions PCN# 1345.001105, and PCN# 1351.001105, to a DA Prosecutor III (Public Integrity) position.

34. Discuss, consider and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes in the amount of $192,776.00 from Holiday Chevrolet per Tarrant County Cooperative Contract #2019-181 to support the operations of Williamson County Sheriff's Office.

35. Discuss, consider, and take appropriate action on approving the purchase of two (2) Chevrolet Tahoes from Holiday Chevrolet in the amount of $105,755.00, pursuant to TXSmartBuy 070-A1, to support the operations of Williamson County Jail.

36. Discuss, consider and take appropriate action on authorizing a blanket purchase order for Westwood Pharmacy in the amount of $100,000.00 as per IFB #1708-185.

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

38. Discuss, consider and take appropriate action regarding Change Order No. 6 in the amount of $46,375.56 for CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4. P: 261 Funding Source: Road Bond

39. Discuss, consider, and take appropriate action regarding Change Order #7 in the amount of $194,882.66 for Seward Junction (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2. P: 271 Funding Source: Road Bond

40. Discuss, consider and take appropriate action on a relocation claim From Elizabeth Henning (Parcel 81) on the SE Loop project. Funding Source: Road Bonds P463

41. Discuss, consider and take appropriate action on a relocation claim from Travis and Melissa Dixon (Parcel 16) on the SE Loop project. Funding Source: Road Bonds P463

42. 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.

43. Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.

44. Discuss, consider and take appropriate action requesting the City of Austin to delay for 180 days the lease, contracting for or purchase of any property in Williamson County for the temporary or permanent housing of homeless individuals in Williamson County.

45. Discuss, consider and take appropriate action on addressing public health and safety issues regarding the temporary or permanent housing of homeless individuals in Williamson County, including but not limited to adopting any necessary ordinances.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts

and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

46. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) 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) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

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

47. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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.
h) 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
i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
j) 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.
k) Claim of Regina Wright.

l) 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.
m) 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.
n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.
w) Legal matters pertaining to TENEX Software Solutions, Inc.
x) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

49. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

50. Deliberate the appointment, evaluation and employment of the Williamson County Purchasing Agent, to include conducting any interviews necessary with potential candidates for such appointment (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

51. Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointing the Williamson County Purchasing Agent that shall serve in accordance with Section 262.0115 of the Texas Local Government Code.

52. Discuss and take appropriate action concerning economic development.

53. Discuss and take appropriate action concerning real estate.

54. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
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k) Claim of Regina Wright.
l) 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.
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n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.
w) Legal matters pertaining to TENEX Software Solutions, Inc.
x) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.

55. 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.

56. 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 29th day of January 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 02/02/2021

Line item transfers 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 a line item transfer for Juvenile Services.

Background

Juvenile Services is requesting two budget line item transfers.

The first request is to transfer $3,000.00 from Office Supplies to Pre-employment Physicals. Juvenile Services has experienced some unanticipated turn-over and therefore an increase in hiring processes. This has driven our pre-hire physical examination costs higher than anticipated. We believe this transfer will cover costs for the remainder of the fiscal year.

The Second request is to transfer $10,000.00 from Residential Services to Computer Software. These funds will be used to upgrade our room check/safety system so that it is cloud based and compatible with the Microsoft Windows 10 software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	$3,000
To	0100.0576.004718	Pre-Employment Physicals	$3,000
To	0100.0576.003011	Computer Software	$10,000
From	0100.0576.004102	Residential Services	$10,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 10:40 AM
Budget Office	Ashlie Koenig	01/28/2021 11:22 AM
Form Started By: Denise Carlson		Started On: 01/28/2021 10:12 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 02/02/2021

Assets for Auction - January 2021 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 01/01/2021 through 01/31/2021.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - January 2021 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:15 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:18 AM
Form Started By: Randy Barker		Started On: 01/26/2021 02:49 PM
Final Approval Date: 01/28/2021		

January 2021 **MONTHLY REPORT** **Court Date:** **2/2/2021**

Williamson County - Assets for Auction

Agenda #: **25945**

Item	Serial Number	Quantity	Dept.
AgileMesh AV3500	1110574	1	911 Communications
ICOM Ni-Cd Battery Charger BC-110AR	AEC-4112D	1	911 Communications
ICOM Cigarette Lighter Cable CP-20		2	911 Communications
ICOM Desktop Charger BC-119B	158820	1	911 Communications
Extron DTO DVI 301 TX	see list	3	911 Communications
Crestron DM-TX-201-C DM Computer Center HDMI	9148067	1	911 Communications
Furman AC Power Conditioner AC-215A	2.82412E+12	1	911 Communications
Sain Sonic AP510 APRS		10	911 Communications
B&W International outdoor cases		1	911 Communications
Radioshack FM Wireless Receiver		2	911 Communications
Radioshack Wireless Hand Microphone		1	911 Communications
Radioshack Wireless Lapel Microphone		1	911 Communications
RJ-45 Serial Date Breakout Box	20-262-2	1	911 Communications
Plantronics M10 Headset Amplifier		1	911 Communications
Plantronics CA12CD Wireless Base	see list	25	911 communications
Plantronics CA12CD Wireless Base	see list	8	911 communications
Plantronics CA12CD Wireless Receiver		27	911 communications
Dell Latitude 3490 - #9297	4ZPDXS2	1	Building Maintenance
Multiple Cubicle walls and connectors		1	County Attorney
Dell Optiplex 790	338BTR1	1	County Court at Law 2
Dell P170Sb Monitor	CN-0TJKG1-74261-17M-1NEU	1	County Court at Law 2
O-Two Ventilator E700	EV70545-2017 County Tag 3573	1	Emergency Med Services
O-Two Ventilator E700	EV70547-2017 County Tag 8828	1	Emergency Med Services
O-Two Ventilator E700	EV70546-2017 County Tag 3574	1	Emergency Med Services
O-Two Ventilator E700	EV70548-2017	1	Emergency Med Services
O-Two Ventilator E700	EV70549-2017	1	Emergency Med Services
Allied Ventilator	20140625020 County Tag 8803	1	Emergency Med Services
O-Two Vent Circuit Tubing	01CV8030	4	Emergency Med Services
O-Two Filters	01CV8040-CS	9	Emergency Med Services
Dell Dock - 130W		3	Human Resources
Dell 97 wh extended battery, Type M5YOX		3	Human Resources
Dell laptop dock E Port Plus II		2	Human Resources
Dell 12" Computer monitor		4	Human Resources
Fujitsu fi-6130 Scanner	315553, 310126	2	Human Resources
Zebra P330i ID Card Printer & ribbon/print badges	84J104900301	1	Human Resources
Sony cybershot 10.1 megapixel digital camera with cord & battery charger		1	Human Resources
Sony handheld audio recorder		1	Human Resources
Phone cords - one modem type cord; one curly receiver cord		2	Human Resources
Cords-3 ethernet cables; USB computer cord		4	Human Resources
3 Ring Binders 0 various sizes		9	Human Resources
Framed Art		3	Human Resources
Tack boards Gray with blue/black trim		3	Human Resources
shelves (unopened in box)		1	Human Resources
2-drawer filing cabinet		2	Human Resources
Desk with Topper		1	Human Resources
padded office chair		1	Human Resources
Magellan Collection corner desk-missing one rail		1	Human Resources
Rolling printer table (older, red wood)		1	Human Resources

Filing cabinet, printer stand, open shelves (in box)		1	Human Resources
Office Chair		1	Information Systems
Dell XPS - #8212	FFHVHR2	1	Information Systems
Microsoft Surface Pro 512GB- #4320	60068150253	1	Information Systems
MicroSoft Surface Pro #1792	22548750753	1	information Systems
Dell 3390 2 n 1 #8222	DNSZ2P2	1	Information Systems
Dell Optiplex 7020 - #4832	F60D282	1	information Systems
Dell Optiplex 7010 - #4791	6Y5WDZ1	1	information Systems
Dell Optiplex 780 - #4566	6GT0NN1	1	information Systems
Magnovox TV	D2665073.1A	1	Sheriff's Office
Ell Dock	CNOY64D12961189806ANS	1	Sheriff's Office
Dell Monitor	CNOX876H72872BC01TGL	1	Sheriff's Office
IOGITECH keyboard	8677730403	1	Sheriff's Office
Dell Monitor	CNOYKNFG105200811BSCSAO5	1	Sheriff's Office
Dell Monitors	see list	2	Sheriff's Office
Dell Monitor Arms		2	Sheriff's Office
Optiplex 7040 Dell / Optiples 7040 / Optiples 7040	see list	3	Sheriff's Office
Dell Optiplex 920	1GMQB42	1	Sheriff's Office
HP office jet Pro 8600 printer / Cannon Printer	9580 / very old not sticker or cords	2	Sheriff's Office
Blk Chair		1	Sheriff's Office
Dell Monitor	see list	5	Sheriff's Office
Fellows Shreader	36632	1	Sheriff's Office
Visadesk Monitor Arms		1	Sheriff's Office
Apple Computer	XB10205STJ2S07067	1	Sheriff's Office
Sanyo TV	B3370202595771	1	Sheriff's Office
RCA TV	H144E0553	1	Sheriff's Office
HP Copier	SDG0B030502	1	Sheriff's Office
dell dock	7067	1	Sheriff's Office
viewsonic monitor	pw8054902835	1	Sheriff's Office
magnivox VCR	D36648043A	1	Sheriff's Office
Symphonic TV	V29540991	1	Sheriff's Office
Glass Fish Tank		1	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	RJ-45 Serial Data Breakout Box
1. Manufacturer ID #:	20-262-2
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:37 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Radioshack FM Wireless Reciever
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Radioshack Wireless Hand Microphone
2. Manufacturer ID #:	None
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Radioshack Wireless Lapel Microphone
3. Manufacturer ID #:	None
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:38 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Sain Sonic AP510 APRS
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	B&W International outdoor.cases
2. Manufacturer ID #:	None
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:38 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Extron DTP DVI 301 Tx
1. Manufacturer ID #:	A0Q8JNC E 25511 Wo 2095376-272, A0QH4LN E 25511 WO 2060904-1093, AOQ8JP8 E 25511 WO 2095376-299
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Crestron DM-TX-201-C DM Computer Center HDMI
2. Manufacturer ID #:	9148067
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Furman AC Power Conditioner AC-215A
3. Manufacturer ID #:	02824124100372
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:38 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ICOM Ni-Cd Battery Charger BC-110AR
1. Manufacturer ID #:	AEC-4112D
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	ICOM Cigarette Lighter Cable CP-20
2. Manufacturer ID #:	None
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	ICOM Desktop Charger BC-119N
3. Manufacturer ID #:	0158820
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:41 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	AgileMesh AV3500
1. Manufacturer ID #:	1110574
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:36 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 19-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Plantronics M10 Headset Amplifier
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	25
2. Description:	Plantronics CA12CD Wireless Base
2. Manufacturer ID #:	BD316110, BL401132, BF700203, BI611573, BA607944, BE800330, BF700337, BF700256, BG212156, BE800335, BD800702, BE800323, BE800332, BF700251, BB314695, BG212150, BF700460, BF700055, BE316713, BE211870, BF700313, BE800322, BF700588, BE211857, BE316729
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	8
3. Description:	Plantronics CA12CD Wireless Base
3. Manufacturer ID #:	BC315306, BB314847, BE316593, BD900342, BF700311, BC315640, BD800807, BE211864
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	27
4. Description:	Plantronics CA12CD Wireless Reciever
4. Manufacturer ID #:	None
4. Condition of Assets:	Non-Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/19/2021 10:31 AM
Transferring Department - Elected	✘

Asset Status Change

Asset Status Change

Official/Department Head/Authorized Staff Signature.:	
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3490 - #9297
1. Manufacturer ID #:	4ZPDXS2
1. Oracle Asset #:	216117
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 1/14/2021 2:39 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 06-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Multiple Cubicle walls and connectors
1. Condition of Assets:	Working
Transferring Department:	County Attorney
Transferring Department Contact Person:	Stephanie Lloyd
Transferring Department Contact Phone Number:	943-1116
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 1/6/2021 1:19 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 15-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790
1. Manufacturer ID #:	338BTR1
1. Oracle Asset #:	57313
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell P170Sb Monitor
2. Manufacturer ID #:	CN-0TJKG1-74261-17M-1NEU
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Department:	County Court at Law 2
Transferring Department Contact Person:	Kevin Kracht
Transferring Department Contact Phone Number:	943-1410
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Kracht 1/15/2021 9:10 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 13-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	O-TWO VENTILATOR E700
1. Manufacturer ID #:	EV70545-2017 COUNTY TAG 3573
1. Oracle Asset #:	206769
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	O-TWO VENTILATOR E700
2. Manufacturer ID #:	EV70547-2017 COUNTY TAG 8828
2. Oracle Asset #:	206766
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	O-TWO VENTILATOR E700
3. Manufacturer ID #:	EV70546-2017 COUNTY TAG 3574
3. Oracle Asset #:	206768
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	O-TWO VENTILATOR E700
4. Manufacturer ID #:	EV70548-2017
4. Oracle Asset #:	206765
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	O-TWO VENTILATOR E700
5. Manufacturer ID #	EV70549-2017
5. Oracle Asset #	206767
5. Condition of Assets	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Kirk Becker
Transferring Department Contact Phone Number:	512-430-0991

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 1/13/2021 4:14 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:	2/2/2021
Asset(s) delivered to warehouse on:	1/14/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 13-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ALLIED VENTILATOR
1. Manufacturer ID #:	20140625020 COUTNY TAG 8803
1. Oracle Asset #:	100199
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	O-TWO VENT CIRCUIT TUBING
2. Manufacturer ID #:	01CV8030
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	9
3. Description:	O-TWO FILTERS
3. Manufacturer ID #:	01CV8040-CS
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Kirk Becker
Transferring Department Contact Phone Number:	512-430-0991
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 1/13/2021 4:14 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:	2/2/2021
Asset(s) delivered to warehouse on:	1/14/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 05-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Zebra P330i ID Card Printer and ribbon - to print badges
1. Manufacturer ID #:	84J104900301
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Sony cybershot 10.1 megapixel digital camera with cord & battery charger
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Sony handheld audio recorder
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Phone cords - one modem type cord; one curly receiver cord
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	4
5. Description	Cords - 3 ethernet cables; USB computer cord
5. Condition of Assets	Unknown
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/6/2021 1:34 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|malea.schmitt@wilco.org - 04-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Magellan Collection corner desk - missing one rail
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Rolling printer table (older, red wood)
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Filing cabinet, printer stand, open shelves (in box)
3. Condition of Assets:	Unknown
4. Condition of Assets:	Unknown
5. Condition of Assets	Unknown
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/27/2021 11:06 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|malea.schmitt@wilco.org - 04-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	shelves (unopened in box)
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	2-drawer filing cabinet
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Desk with Topper
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	padded office chair
4. Condition of Assets:	Working
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/27/2021 11:07 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 05-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Dock -130W
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Dell 97 Wh extended battery, Type M5YOX
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell laptop dock E Port Plus II
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	4
4. Description:	Dell 12" Computer monitor
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Fujitsu fi-6130 Scanner
5. Manufacturer ID #	310053; 310126
5. Oracle Asset #	56376, 56375
5. Condition of Assets	Unknown
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/6/2021 1:33 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|malea.schmitt@wilco.org - 04-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	3 Ring Binders - various sizes
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Framed Art
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Tack boards Gray with blue/black trim
3. Condition of Assets:	Working
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/27/2021 11:05 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7020 - #4832
1. Manufacturer ID #:	F60D282
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010 - #4791
2. Manufacturer ID #:	6Y5WDZ1
2. Oracle Asset #:	ALREADY RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optipex 780 - #4566
3. Manufacturer ID #:	6GT0NN1
3. Oracle Asset #:	55480
3. 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 1/19/2021 1:54 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 06-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office Chair
1. Manufacturer ID #:	n/a
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 1/6/2021 10:58 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell XPS - #8212
1. Manufacturer ID #:	FFHVHR2
1. Oracle Asset #:	215003
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Microsoft Surface Pro 512GB - #4320
2. Manufacturer ID #:	060068150253
2. Oracle Asset #:	NOT IN ORACLE
2. 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 1/14/2021 2:20 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MicroSoft Surface Pro #1792
1. Manufacturer ID #:	022548750753
1. Oracle Asset #:	121273
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell 3390 2n1 #8222
2. Manufacturer ID #:	DNSZ2P2
2. Oracle Asset #:	215048
2. 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 1/19/2021 8:29 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	dell dock
1. Manufacturer ID #:	07067
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	viewsonic monitor
2. Manufacturer ID #:	pw8054902835
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	magnivox VCR
3. Manufacturer ID #:	D36648043A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	SYMPHONIC TV
4. Manufacturer ID #:	V29540991
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	GLASS FISH TANK
5. Manufacturer ID #	UNK
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Craig Gripentrog
Transferring Department Contact Phone Number:	5126889083

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ James D. Carmona 1/22/2021 8:25 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	SANYO TV
1. Manufacturer ID #:	B3370202595771
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	RCA TV
2. Manufacturer ID #:	H144E0553
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP COPIER
3. Manufacturer ID #:	SDG0B30502
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Craig Gripentrog
Transferring Department Contact Phone Number:	5126889083
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ James D. Carmona 1/22/2021 8:26 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|summer.selvera@wilco.org - 15-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Monitors
1. Manufacturer ID #:	S/N CN-ODTOPH-74261-3A5-OTOU S/N CN-ODTOPH-74261-3A5-OTGU
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Monitor Arms
3. Quantity (Mandatory):	3
3. Description:	OPtiplex 7040 Dell/ Optiplex 7040/ Optiplex 7040
3. Manufacturer ID #:	8LYP382/8LYT382/8LYR382
3. Oracle Asset #:	150353, 150358, 150355
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 920
4. Manufacturer ID #:	1GMQB42
4. Oracle Asset #:	119306
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	HP officejet Pro 8600 printer/ Cannon Printer
5. Manufacturer ID #	9580/ very old no sticker or cords
5. Oracle Asset #	NOT IN ORACLE
5. Condition of Assets	Non-Working
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Summer Selvera
Transferring Department Contact Phone Number:	5129431312
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Ken Evans 1/20/2021 2:24 PM
Transferring Department - Elected	✖

Asset Status Change

Asset Status Change

Official/Department Head/Authorized Staff Signature.:	
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Magnovox TV
1. Manufacturer ID #:	D26650731A
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	ELL DOCK
2. Manufacturer ID #:	CN0Y64D12961189806ANS
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DELL MONITOR
3. Manufacturer ID #:	CN0X876H72872BCO1TGL
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	lOGITECH KEYBOARD
4. Manufacturer ID #:	8677730403
4. Oracle Asset #:	NOT IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	DELL MONITOR
5. Manufacturer ID #	CN0YKNFG105200811BSCSA05
5. Oracle Asset #	NOT IN ORACLE
5. Condition of Assets	Unknown
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Craig Gripentrog
Transferring Department Contact Phone Number:	5126889083

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ James D. Carmona 1/21/2021 1:09 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cgripentrog@wilco.org - 07-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BLK CHAIR
1. Manufacturer ID #:	NONE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	5
2. Description:	DELL MONITOR
2. Manufacturer ID #:	CNODTOPH742612AQ1T92, CN0668VC742616CJ5MLLA00,CN0D548H74445966G851,CN0X876H7287299C1GFS
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	FELLOWS SHREADER
3. Manufacturer ID #:	UNK
3. Oracle Asset #:	36632
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	VISADESK MONITOR ARMS
4. Manufacturer ID #:	UNK
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	APPLE COMPUTER
5. Manufacturer ID #	XB0205STJ2S07067
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Department:	Sheriff's Office
Transferring Department Contact Person:	Craig Gripentrog
Transferring Department Contact Phone Number:	5126889083
Transferring Department - Elected Official/Department	✔ James D. Carmona 1/22/2021 8:25 AM

Asset Status Change

Asset Status Change

Head/Authorized Staff Signature:	
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✗
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	2/2/2021

Asset Status Change

Commissioners Court - Regular Session **6.**

Meeting Date: 02/02/2021

Assets for Destruction - January 2021 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 Destruction for the period of 01/01/2021 through 01/31/2021.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction - January 2021 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:08 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:11 AM
Form Started By: Randy Barker		Started On: 01/26/2021 02:50 PM
Final Approval Date: 01/28/2021		

January 2021 **MONTHLY REPORT** **Court Date:** **2/2/2021**

Williamson County - Assets for Destruction

Agenda #: **25946**

Item	Serial Number	Quantity	Dept.
Motorola Radios - see attached	see list	19	RCS
HDMI cord (broken)		1	Human Resources
Logitech keyboards without USB adapter		2	Human Resources
Wireless Logitech mouse without adapter		2	Human Resources
Motorola XTS 2500	205CES1374 / 003391	1	Health District-Cty Purchased
Motorola XTS 2500	205CES1375 / 003392	1	Health District-Cty Purchased
Motorola XTS 2500	205CFA1737 / 003393	1	Health District-Cty Purchased
Motorola XTS 2500	205CFK2353 / 003388	1	Health District-Cty Purchased
Motorola XTS 2500	205CFK2354 / 003387	1	Health District-Cty Purchased

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 06-01-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola XTS 2500
1. Manufacturer ID #:	205CES1374 / 003391
1. Oracle Asset #:	39776
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Motorola XTS 2500
2. Manufacturer ID #:	205CES1375 / 003392
2. Oracle Asset #:	39772
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Motorola XTS 2500
3. Manufacturer ID #:	205CFA1737 / 003393
3. Oracle Asset #:	40436
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Motorola XTS 2500
4. Manufacturer ID #:	205CFK2353 / 003388
4. Oracle Asset #:	41268
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Motorola XTS 2500
5. Manufacturer ID #	205CFK2354 / 003387
5. Oracle Asset #	41269
5. Condition of Assets	Unknown
Transferring Department:	Health District - County Purchased
Transferring Department Contact Person:	Paul Swisher
Transferring Department Contact Phone Number:	512-943-3695

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michelle Broddrick 1/7/2021 7:25 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|malea.schmitt@wilco.org - 04-09-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HDMI cord (broken)
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Logitech keyboards without USB adapter
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Wireless Logitech mouse without adapter
3. Condition of Assets:	Non-Working
Transferring Department:	Human Resources
Transferring Department Contact Person:	Evelyn Petrere
Transferring Department Contact Phone Number:	512-943-1533
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 12/2/2020 9:13 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:	2/2/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 07-01-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	19
1. Description:	Motorola Radios - see attached
1. Manufacturer ID #:	721CHX3576, 721CHX3581, 721CHX3806, 721CHX3809, 721CHX3810, 721CHX3822, 721CHX3825, 514CHX2414, 514CHX2420, 514CHX2423, 514CHX2425, 514CHX2426, 514CHX2430, 514CHX2432, 514CHX2651, 514CHX2652, 514CHX2660, 514CHX2667, 514CHX2669
Transferring Department:	RCS
Transferring Department Contact Person:	Paul Swisher
Transferring Department Contact Phone Number:	512-943-3695
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/8/2021 8:34 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:	2/2/2021

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 02/02/2021

V/E Assets for Auction 2.2.21

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 equipment assets through Auction including two (2) Wilkins 350A double check valves, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 2.2.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:01 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:06 AM
Form Started By: Randy Barker		Started On: 01/26/2021 02:51 PM
Final Approval Date: 01/28/2021		

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 14-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	2
1. Description:	4" Double check valve with 6'x6'x4' vault
1. Manufacturer ID #:	WILKINS 350DA, SERIAL#s N53231 & N52388
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	Building Maintenance
Transferring Department Contact Person:	Dwayne Gossett
Transferring Department Contact Phone Number:	5129431611
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Gina Wrehsnig 1/14/2021 10:22 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:	2/2/2021

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 02/02/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	01/27/2021 05:42 PM
County Judge Exec Asst.	Andrea Schiele	01/27/2021 06:07 PM
Form Started By: Kayla Marek		Started On: 01/27/2021 04:58 PM
Final Approval Date: 01/27/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
District Clerk	Deputy District Clerk.0756.001100.	14037	$37,104.27	1.00%	$370.00	MERIT	5-Feb-21
District Clerk	Deputy District Clerk.1798.001100.	11476	$39,733.26	0.50%	$200.00	MERIT	5-Feb-21

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0450	001100	570.00		
01	0100	0450	001130		570.00	
01	0100	0560	001100	18,889.98		Position Change move for ACO 560/570 approved CC 1/26/2021
01	0100	0560	002010	1,445.09		Position Change move for ACO 560/570 approved CC 1/26/2021
01	0100	0560	002020	2,750.38		Position Change move for ACO 560/570 approved CC 1/26/2021
01	0100	0570	001100		18,889.98	Position Change move for ACO 560/570 approved CC 1/26/2021
01	0100	0570	002010		1,445.09	Position Change move for ACO 560/570 approved CC 1/26/2021
01	0100	0570	002020		2,750.38	Position Change move for ACO 560/570 approved CC 1/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
450: District Clerk	0745	15057	$41,218.05	N/A	$51,924.56	$51,813.96	$110.60	N/A	Reallocation of position budget to accommodate internal transfer. Surplus salary funds moving to PCN 0757	2/5/2021
450: District Clerk	0757	vacant	N/A	N/A	$36,788.52	$36,899.12	N/A	$110.60	Reallocation of position budget to accommodate internal transfer. Surplus salary funds from PCN 0745	2/5/2021
560: Sheriff's Office	1401	N/A	N/A	N/A	$83,796.04	$72,949.62	$10,846.42	N/A	Reallocation of position budget to accommodate step increase per policy. Surplus salary moving to PCN 1355.	2/5/2021
560: Sheriff's Office	1403	N/A	N/A	N/A	$54,712.23	$50,067.53	$4,644.70	N/A	Reallocation of position budget to accommodate step increase per policy. Surplus salary moving to PCN 1355.	2/5/2021
560: Sheriff's Office	1355	N/A	N/A	N/A	$63,650.92	$79,142.04	N/A	$15,491.12	Reallocation of position budget to accommodate step increase per policy. Surplus salary moving from PCN's 1401 and 1403.	2/5/2021

560: Sheriff's Office	1239	vacant	N/A	N/A	$30,911.71	$53,048.99	N/A	$22,137.28	Title and Grade Change: Animal Control Specialist (B.17) to Animal Control Supervisor (B.26). Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCNs 1395, 0320, 0338 as approved in Commissioners Court 1/26/2021 agenda item #24.	2/5/2021
560: Sheriff's Office	1395	vacant	N/A	N/A	$35,720.51	$32,473.21	$3,247.30	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary to PCN 1239 as approved in Commissioners Court 1/26/2021 agenda item #24.	2/5/2021
570: Corrections	0320	15479	N/A	N/A	$30,607.08	$28,017.60	$2,589.48	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary to PCN 1239 as approved in Commissioners Court 1/26/2021 agenda item #24.	2/5/2021
570: Corrections	0338	02918	N/A	N/A	$126,386.25	$110,085.75	$16,300.50	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary to PCN 1239 as approved in Commissioners Court 1/26/2021 agenda item #24.	2/5/2021
Corrected Dept Number- ***509: Building Maintenance***	*0227*	*vacant*	*N/A*	*N/A*	*$51,837.50*	*$48,590.18*	*$3,247.32*	*N/A*	*Reallocation of position budget to facilitate external new hire. Surplus salary moving to PCN 1920.*	*2/5/2021*

Corrected Dept Number- ***509: Building Maintenance***	*1920*	*vacant*	*N/A*	*N/A*	*$32,473.21*	*$35,720.53*	*N/A*	*$3,247.32*	*Reallocation of position budget to facilitate external new hire. Surplus salary from PCN 0227.*	*2/5/2021*

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 02/02/2021

Property Tax Refunds – Over 2500 – Thru 01/27/2021

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/27/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

012121-012721 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:38 AM
Form Started By: Renee Clark		Started On: 01/28/2021 08:59 AM
Final Approval Date: 01/28/2021		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: January 27, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of January 27, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	12/29/2020	77549	LONGHORN TITLE COMPANY	R479414 - Double payment	-4,805.73
Total Refunds Payable - Taxpayers					-4,805.73
TOTAL					**-4,805.73**

Commissioners Court - Regular Session **10.**

Meeting Date: 02/02/2021

Jail Commissary Advertisement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to acknowledge advertising by the Purchasing Director for the Sheriff to receive proposals of Commissary Services for the Williamson County Jail.

Background

This item is to acknowledge the advertisement for the Jail Commissary RFP.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 10:54 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:06 AM
Form Started By: Erica Smith		Started On: 01/27/2021 11:28 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **11.**

Meeting Date: 02/02/2021

ACC ALS Affiliation Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of ALS affiliation agreement between Williamson County EMS and Austin Community College.

Background

This is a request for the renewal of existing affiliation agreement with Austin Community College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 10:07 AM

Form Started By: Michael Knipstein Started On: 01/27/2021 08:32 AM

Final Approval Date: 01/28/2021

ALS EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND AUSTIN COMMUNITY COLLEGE

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions Department (hereinafter referred to as "ACC").

RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

ACC desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF ACC

1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. ACC instructors shall possess current and appropriate professional credentials or certifications and ACC shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.

4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue

in the program.

8. During the term of this Agreement, ACC shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of ACC'S students, employees and faculty under this Agreement. ACC shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. ACC agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by ACC.

11. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC'S accreditation.

14. COUNTY shall cooperate with ACC in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:
    A. Meet annually, or more often as needed, to schedule use of the facilities;
    B. Meet on a per semester basis to set the number of students allowed to participate;
    C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by ACC crediting standards;
    D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;
    E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday- Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director PO Box 873
Georgetown, TX 78627
512-943-1264

And

Estrella Barrera
Associate Dean Health Sciences
Austin Community College District
3401 Webberville Rd.
Austin, TX 78702

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour per ALS student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from ACC that ACC, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2020 through December 31, 2023 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

William County

By: Mike Knipstein
Mike Knipstein (Jan 27, 2021 08:43 CST)

Date: 1/27/21

Mike Knipstein
WCEMS Director

By: _____

Date: _____

Bill Gravell
Williamson County Judge

Austin Community College:

By: _____

Date: January 26, 2021

Neil Vickers, CPA
Executive VP, Finance and Administration

By: Michael Midgley
Michael Midgley (Jan 26, 2021 17:59 CST)

Date: January 26, 2021

Michael Midgley
Vice President, Instruction

By: Pat Recek

Date: January 26, 2021

Patricia Recek, MSN, RN
Dean, Health Sciences

By: _____

Date: January 26, 2021

Don Gwynn
Department Chair
Emergency Medical Services Professions
Austin Community College
3401 Webberville Road
Austin, TX 78702

ATTACHMENT A RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of ACC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session **12.**

Meeting Date: 02/02/2021

Automated Logic - Williamson County Service Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Automated Logic Contracting Services to provide the Secure Assurance Plan in the amount of $28,259.00 and authorizing execution of the agreement.

Background

This service agreement is for Williamson County's automated logic system which is the HVAC/lighting central control system. It will cover the automation equipment and systems throughout Williamson County facilities. Department point of contact is Thomas Solis. 100-509-4500 is funding source for maintenance service contracts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 10:52 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:05 AM
Form Started By: Kim Chappius		Started On: 01/22/2021 03:36 PM
Final Approval Date: 01/28/2021		

Automated Logic Contracting Services Assurance Plans

Secure

Prepared For: Williamson County

Location: Georgetown, TX

Date: January 13, 2021

Project Name: Williamson County Service Agreement

AutomatedLogic

Building automation, energy and environmental control
www.automatedlogic.com

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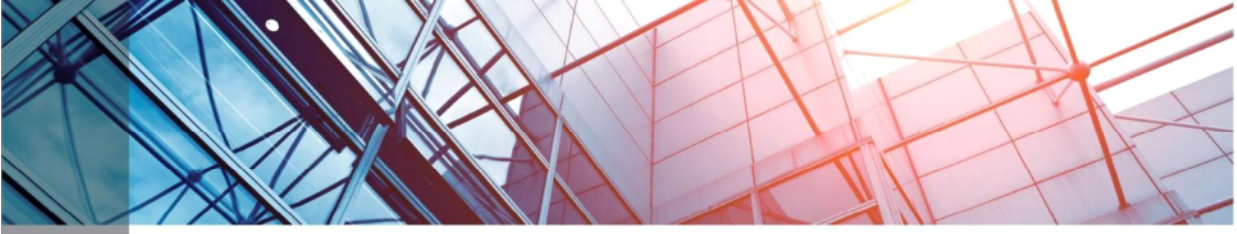


General Services

Included here is a brief overview and description of the different services provided in this Secure Assurance plan.

Facility management consulting
A dedicated service account manager will provide on-site consulting services that specifically address your facility needs. We will work with you to help define operational practices that facilitate your business needs based on our discussions and findings during our service visits.

Service history and reporting
During each site visit, our service specialist will discuss material used, labor required, and work performed along with any additional findings or concerns.

Database protection and backup
Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location.

Software maintenance
Revisions and updates to purchased software drivers (firmware) are provided free of charge.

Remote system diagnostics
A factory trained service specialist will perform periodic remote WebCTRL® system verification procedures through secure network interface. We will include these findings in our history and reporting. (Customer must have remote access ability)

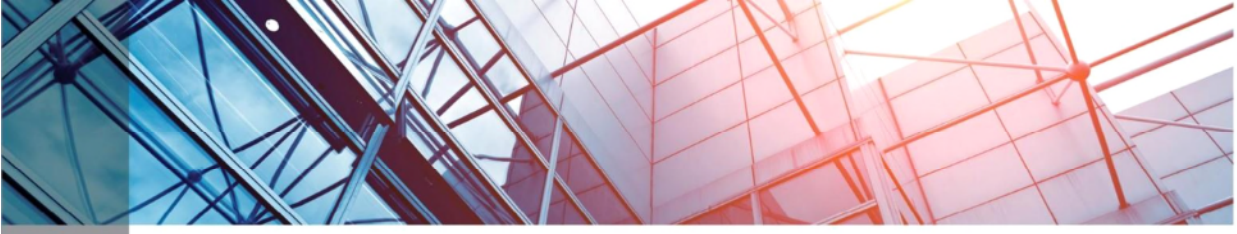
24/7 call-center support
Remote assistance is available 24 hours a day, seven days a week. We will respond to your call with an experienced service specialist who will interrogate and triage your concern. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist.

Preferred rates and no service truck fee
You will receive discounted hourly rates for service visits/projects that are outside of the regularly scheduled visits. You will also not have to pay any service truck fees.

Preferred replacement parts pricing
You will receive a 50% discount on ALC parts

Detailed Annual audit
Our service account manager and service specialist will perform a detailed on-site audit on the building automation systems listed below. They will review operational history and current state of control system. They will provide a report with findings and a recommended plan of action to modernize system.

- *Criminal Justice Center - 405 Martin Luther King Jr St, Georgetown, TX 78626*
- *Williamson County Jail - 306 W 4th St, Georgetown, TX 78626*
- *Georgetown Health Department - 100 W 3rd St, Georgetown, TX 78626*
- *Williamson County Courthouse - 710 S Main St, Georgetown, TX 78626*
- *Cedar Park Annex - 350 Discovery Blvd, Cedar Park, TX 78613*



General Services (continued)

Critical parts list recommendations
A critical analysis of system components is performed, and a customized spare parts stocking strategy is designed to ensure system reliability.

Online support
Automated Logic provides remote facility operation support during normal business hours. Within the parameters of our agreement, our team of specialists will assist you in keeping your facility operating.

Onsite response < 1 business day
For time-sensitive matters that cannot be resolved remotely, a service technician will be onsite within one business day.

Basic system training
A system specialist provides annual full day on-site training of basic WebCTRL® operation and maintenance

WebCTRL Software Upgrade
WebCTRL system upgraded to latest software, WebCTRL Version. Includes on-site labor to complete upgrade. [PRICED AS A SEPARATE OPTION]

Clarifications and Exclusions

Clarifications:

- This proposal is based on labor during normal business hours. (8am-5pm weekdays)

Exclusions:

- Premium Time for emergency or after regular hours calls
- Mechanical repairs
- Taxes are not included in price
- Painting and/or patching of walls
- Demolition and/or cleanup
- Removal, handling, or transporting any hazardous material

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils or any computer hardware or DDC controllers not provided by Automated Logic.
- Any control devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.

Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Contract Specialist: Jake Stuckey has been instrumental in preparing this proposal.
Contact at: 512-550-0851 or jake.stuckey@carrier.com

Your Dispatch Supervisor: Janet Anderson schedules preventive maintenance visits, emergency calls, and manages priorities
Contact at: 281-694-0659 (Follow the Phone Prompts) or janet.anderson@carrier.com

Your Accounting Contact: Amy Goodwin is responsible for the timely invoicing under this agreement.
Contact at: 281-694-0641 or amy.goodwin@carrier.com

Your Service Support Associates: Russel Brown and Bob Jones are responsible for providing Remote Technical support during normal business hours.
Contact at: 210-658-0900

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call System Specialist.
Contact at: 210-658-0900 (follow prompt for emergency)

Your Area Service Manager: Sofiene "Cash" Cashnowi serves as Head of Service Department. Contact at: 281-694-0674 or sofiene.cashnowi@carrier.com

Your Branch Manager: Nick Sickmen serves as General Manager of Automated Logic Southwest.
Contact at: 281-694-0632 or nick.sickmen@carrier.com

General Office Information:

Automated Logic Contracting Services
555 E. Ramsey Rd.
San Antonio, TX 78216

210-318-2615

SanAntonioService@carrier.com
AustinService@carrier.com
RioGrandeValleyService@carrier.com

Parts: eparts@carrier.com

Detailed Description of Work

DATABASE BACKUP PROTECTION

Databases hold the values programmed into your systems, and the latest settings and algorithms that are the heart of the DDC control system. To preserve the integrity of the system and provide the ability to restore the system after problems occur, controller database backups will be performed for the following:

- Workstations
- Servers
- Master controllers
- Field controllers
- Gateways and Routers

Database Backup Protection will create regular backups to assure that your system can be restored to operating condition after data or system damage. Backups are arranged during normal business hours and will be performed during scheduled visits. One backup copy is stored at the site under your care, and one is stored by Automated Logic.

BUILDING AUTOMATION SYSTEM SERVER

Tasks to be performed on a Scheduled Basis:

- Shutdown the Building Automation System server software and do a complete backup of the database.
- Shutdown the Building Automation System server itself and clean the exterior and interior of the server.
- Restart the Building Automation System server and clear all browser history.
- Run the ODBC compression tool.
- Run Windows Disk Clean up and Defrag, and reboot the server.
- Install Critical Windows updates.
- Install and test Remote Administrator software (if not already installed).
- Check system time and run module time synchronization.
- Check alarm log and discuss with the customer.
- Check and correct graphics for any errors and discuss with the customer.
- If any graphics or programs have been edited, shutdown the Building Automation System server software and do a complete backup of the database make two copies return one to the office and leave one on site.
- Restart Building Automation System and verify system is operating correctly.
- List any issues on your service ticket and discuss with the customer.

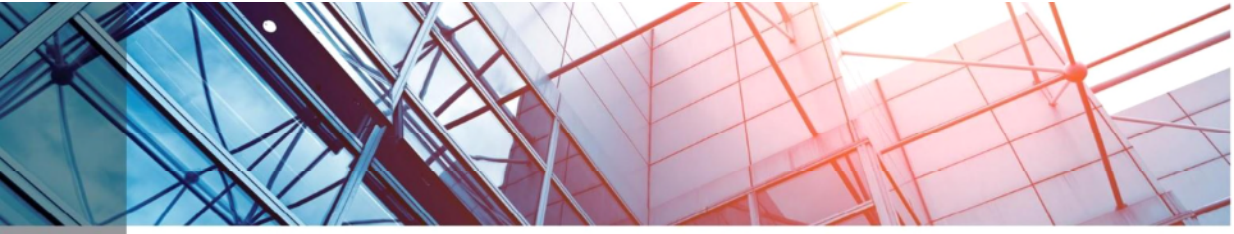
SOFTWARE FITNESS PROGRAM

Benefits

Since its beginning, Automated Logic Contracting Services has focused on one objective: to develop innovative building automation systems with the latest hardware technologies and software, which advanced the operational freedom, performance, flexibility and ease of use. With your subscription to the Software Fitness Program, you will automatically receive updates, patches, and even upgrades to the latest software within your version.

Requirements

1. The existing server hardware must be compatible with the new software.
2. The operating system must be compatible with the new version of the latest version of the Energy/Building Management Software.



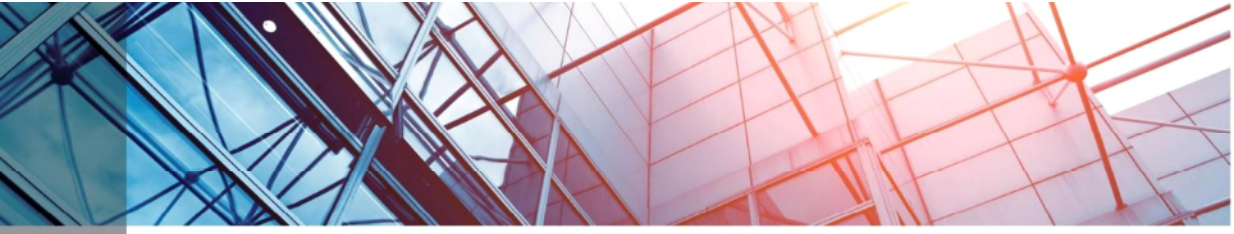
AutomatedLogic

Detailed Description of Work

DRIVER UPDATE
- Update WebCTRL drivers per standard procedure.

AIR HANDLING UNIT
Tasks to be performed on a Scheduled Basis:
- Verify that AHU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop, if any.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Verify the setting/operation of the low temperature safety device, if applicable.
- Verify the operation of the cooling, pre-heat, reheat, & humidity control device, if applicable.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer.

ROOF TOP UNIT - MEDIUM
Tasks to be performed on a Scheduled Basis:
- Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop.
- Verify that heating stages & cooling stages enable & disable.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer.



Detailed Description of Work

CHILLED WATER SYSTEM

Tasks to be performed on a Scheduled Basis: (Ideally prior to seasonal use)

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment i.e. air cooled, liquid cooled etc.
- Confirm setpoints or optimized setpoints are in the proper range for equipment
- Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Confirm with the operator the system water levels are full i.e. chilled water, condenser water etc.
- Start system and confirm the lead equipment i.e. pumps; chillers, towers etc. started as expected note any deficiencies.
- Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (post startup).
- Note any deficiencies.
- Confirm flow readings are reasonable for the amount of pumps running.
- Enable Pump rotation sequence to confirm failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with VFD's adjust setpoint of process variable i.e. flow or differential pressure and confirm the control loop responds appropriately. Restore setpoint to original setting and note any deficiencies.
- Enable chiller rotation as applicable and be sure to allow for adequate runtime in between rotation in order to avoid the short-cycle of the cooling equipment. Note any deficiencies.
- Adjust parameters to allow for staging of equipment as applicable. Return parameters to original values once complete.
- Verify critical alarm reporting & Trend Configuration
- Test Chiller Manager roll-over sequence of recovery if equipped.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.

FAN COIL UNITS

Tasks to be performed on a Scheduled Basis:

- Verify that FCU is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value.
- Verify that controlled valve(s) will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller for proper 24 Volt power and communication.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.

Detailed Description of Work

VARIABLE AIR VOLUME BOX

Tasks to be performed on a Scheduled Basis:

- Verify that VAV is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Verify the operation of reheat device, if applicable
- Return set point to original value.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller for proper 24 Volt power and communication.
- Document any issues and discuss "Corrective Maintenance" options with customer.

COMPUTER ROOM AIR CONDITIONER

Tasks to be performed on a Scheduled Basis: (Some test items may require *prior* approval before performing)

- Verify system is enabled and system components are in the automatic position.
- Confirm reasonable reading on monitoring temperature / humidity devices. Note deficiencies greater than 3% of full scale.
- Review integration points for valid communication with EMS.
- Compare readings at local display match those monitored through interface provided through EMS.
- Test CRAC/CRAH manager rotation sequence to confirm proper failure recovery. This process should be initiated once for the amount of CRACs/CRAH's present. Note any deficiencies.
  - Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
  - Confirm setpoints are in the proper range for equipment.
  - Adjust parameters to allow for staging of equipment as applicable.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.

Service Agreement

Customer Name: Tom Solis, Williamson County **Submitted By:** Jake Stuckey

Scope of Service

Automated Logic Contracting Services Inc. (ALCS) will perform **(12) scheduled maintenance visits** during the term of this Agreement covering the automation equipment and systems located throughout Williamson County.

ALCS will perform **(5) detailed BAS audits** on the buildings listed in the general services

ALCS will perform **(1) annual on-site training**

ALCS will provide technical labor and license to upgrade the existing Automated Logic WebCTRL software to the latest version **(1) time annually**. Existing WebCTRL license W200401643. [PRICED SEPERATLY]

Agreement Term

This Agreement shall become effective upon award and shall continue for a one-year term. The Agreement shall automatically renew at each Agreement anniversary (see Automatic Renewal).

Agreement Billing

In each contract year, there will be a total of 12 payment(s), paid monthly, ~~in advance~~, in the amount of $1,964.67 per payment.

There is a one-time charge of $4,683.00 for the software license upgrade billed at the time of the upgrade.

Agreement Price

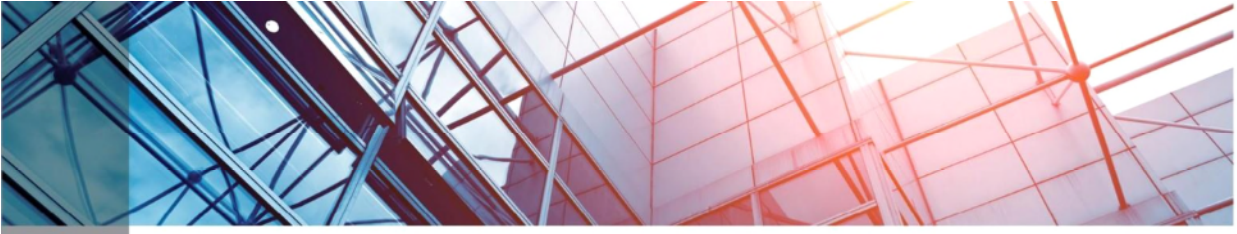
Agreement price in year one: $1,964.67/month ($23,576.00 Annually)
WebCTRL Software Upgrade: $4,683.00 (Single Payment)

Preferred rates for Assurance Plan customers

On Site System Specialist Labor, Normal Business Hours	$130.00/HR
On Site Account Engineer Labor, Normal Business Hours	$145.00/HR

Automatic Renewal

This Agreement shall automatically renew at each Agreement anniversary for an additional like term (a Renewal Term) unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term or its intention to not automatically renew this Agreement. The Agreement Price for the first year of the initial Renewal Term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the Initial Term of the Agreement and the percent increase to ALCS straight-time hourly labor rates. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to ALCS straight-time hourly labor rate compared with the straight-time hourly labor rates for the same month of the previous year.



Service Agreement (continued)

Early Termination

In the event of early termination or other breach by the Customer, ALCS may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination.

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative.

This Agreement is subject to the Terms and Conditions attached and incorporated in this Agreement.

BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment

	James R Jensen
Customer Acceptance (typed/printed name)	Automated Logic Contracting Services Inc. Acceptance (typed/printed name)
	Business Manager
Title	Title
	james.jensen@carrier.com Digitally signed by: james.jensen@carrier.com DN: CN = james.jensen@carrier.com Date: 2021.01.22 12:58:10 -06'00'
Customer Acceptance (signature)	Automated Logic Contracting Services Inc. (signature)

Standard Terms & Conditions of Sale

1. ~~**PAYMENT AND TAXES –** Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.~~

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

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

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

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

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

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

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

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

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

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

12. **CUSTOMER TERMINATION FOR DEFAULT –** Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

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

14. **CLAIMS / ALC EMPLOYEES –** Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

Standard Terms & Conditions of Sale (Continued)

15. GOVERNMENT PROCUREMENTS –

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

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

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

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

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

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

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

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

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

23. REMOTE MONITORING

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

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

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

ADDED BY WILLIAMSON COUNTY

24. T**exas 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.

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

Commissioners Court - Regular Session **13.**

Meeting Date: 02/02/2021

JP4 Hutto Remodel (P548)-MWM Design Group

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 No. 6 for the Williamson County Justice of the Peace Precinct 4 Buildout (P548) in the amount of $86,513.00 to expire on June 22, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and MWM Design Group, Inc., dated November 24, 2020.

Background

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 Hutto Remodel (P548) MWM WA #6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/27/2021 02:13 PM
Form Started By: Wendy Danzoy		Started On: 01/27/2021 09:20 AM
Final Approval Date: 01/27/2021		

WORK AUTHORIZATION NO. 6

PROJECT: **Justice of the Peace, Precinct 4 Hutto Remodel** ("Project")

ARCHITECT & ENGINEER: **MWM Design Group, Inc.** ("A/E")
Julia M. Harrod, CE, President & CEO
305 E. Huntland Dr., Suite 200
Austin, TX 78752

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS WORK AUTHORIZATION NO. 6, effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

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

ARTICLE 2

The maximum amount payable for Basic Services under this Work Authorization without modification is **Eighty-Six Thousand Five Hundred Thirteen Dollars ($ 86,513)**, as set forth in **Attachment B** of this Work Authorization.

ARTICLE 3

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

ARTICLE 4

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 22, 2022**, as set forth in **Attachment C** of this

Work Authorization. The 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.

ARTICLE 5

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

ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations related to this Project are terminated and shall be supplanted by this Work Authorization.

ARTICLE 7

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.

ARTICLE 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:	**COUNTY:**
MWM Design Group, Inc.	Williamson County, Texas
By: W. O. Harrod Signature	By: _____ Signature
W. Owen Harrod PhD, AIA, LEED AP Printed Name	_____ Printed Name
Senior Project Architect Title	_____ Title
Date Signed: 25 January 2021	Date Signed: _____

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, mechanical, plumbing, electrical, hazardous materials, IT and security, cost estimates and construction administration, 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.

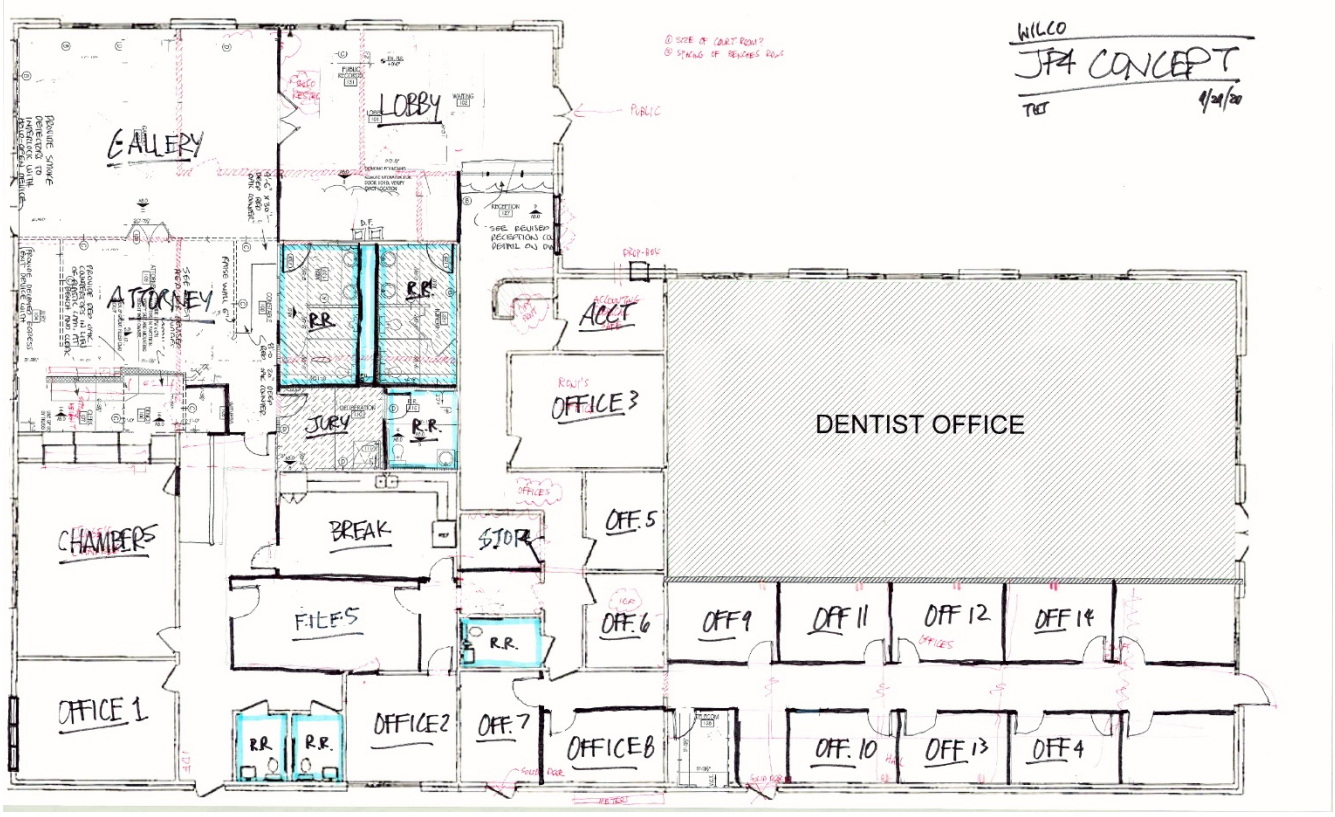
A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes 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:

Justice of the Peace Court 4 Hutto Remodel
Williamson County, Precinct 4
321 Ed Schmidt Blvd. Hutto, TX 78634
P548



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, mechanical, plumbing, and electrical 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. 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, mechanical, plumbing, electrical, hazardous material remediation (when asbestos containing materials or other hazardous substances are present), 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 cost estimate of 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 cost estimate 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 construction cost estimate 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. Reject 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.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**86,513**	100%
51%	**MWM Design Group (Architecture)**	**$**	**43,756**	
8%	**Jose Guerra (Structural)**	**$**	**7,257**	
41%	**Enotech (MEP)**	**$**	**35,500**	
Phase I - SCHEMATIC DESIGN		**$**	**13,570**	16%
	MWM Design Group (Architecture)	$	9,070	
	Jose Guerra (Structural)	$	-	
	Enotech (MEP)	$	4,500	
Phase II - DESIGN DEVELOPMENT		**$**	**18,933**	22%
	MWM Design Group (Architecture)	$	7,010	
	Jose Guerra (Structural)	$	2,423	
	Enotech (MEP)	$	9,500	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**33,135**	38%
	MWM Design Group (Architecture)	$	16,021	
	Jose Guerra (Structural)	$	2,614	
	Enotech (MEP)	$	14,500	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	MWM Design Group (Architecture)	$	-	
	Jose Guerra (Structural)	$	-	
	Enotech (MEP)	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**2,035**	2%
	MWM Design Group (Architecture)	$	765	
	Jose Guerra (Structural)	$	370	
	Enotech (MEP)	$	900	

Phase VI - CONSTRUCTION ADMINISTRATION	**$**	**16,165**	19%
MWM Design Group (Architecture)	$	9,870	
Jose Guerra (Structural)	$	1,295	
Enotech (MEP)	$	5,000	
Phase VII - PROJECT CLOSE-OUT	**$**	**2,675**	3%
MWM Design Group (Architecture)	$	1,020	
Jose Guerra (Structural)	$	555	
Enotech (MEP)	$	1,100	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Five Hundred Five (505) 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	**02/02/21**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	02/09/21
30% Plans, Specifications and Estimate deliverables	02/26/21
County written authorization to proceed to next phase	03/10/21
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	04/09/21
County written authorization to proceed to next phase	04/21/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/21/21
County written authorization to proceed to next phase	06/02/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	06/07/21
Plans submittal to TDLR and Permit application submittal to City	06/07/21
Construction Permit received from City	07/07/21
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	07/12/21

County advertises project for Bid	07/26/21
Contract Award	08/25/21

Phase VI - CONSTRUCTION ADMINISTRATION⚜

Contractor Notice to Proceed	09/01/21
Construction Substantial Completion	03/02/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	03/16/22

Work Authorization Termination Date	**06/22/22**

Commissioners Court - Regular Session **14.**

Meeting Date: 02/02/2021

Georgetown Annex Water Softener Remodel - K&W Professional Service Agreement

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions, LLC to provide Design and Engineering Services for the Williamson County Georgetown Annex Water Softener Remodel in the amount of $3,100.00 and to expire on April 27, 2022.

Background

This agreement is to provide mechanical, electrical and plumbing engineering for a remodel in existing building to provide plumbing connections, lighting and HVAC to convert a rated under-stair storage space to a utility closet for a whole building water softening system. This project will be funded under 4509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown Annex Water Softener Remodel - K&W Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:35 AM
Form Started By: Wendy Danzoy		Started On: 01/27/2021 09:33 AM
Final Approval Date: 01/28/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Georgetown Annex Water Softener Room Build-out** ("Project")

ARCHITECT/ ENGINEER: **K&W Engineering Solutions, LLC** ("A/E")
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), 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 architects and engineers; and

WHEREAS, County intends to **remodel a small area within the Williamson County Georgetown Annex to a utility closet**; 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

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

2.1 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.

2.2 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.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes, Effective March 15, 2012**, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 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. Flor 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.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 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

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard 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 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.

4.3
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"):

4.3.1
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.

4.3.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.3.3
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

5.1 Commencement.
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.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. 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

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Three Thousand One Hundred Dollars ($ 3,100)** 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.

6.2 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 **Three Hundred Ten Dollars ($ 310)**.

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 **Seven Hundred Seventy-Five Dollars ($ 775)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 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 progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** 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** 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of 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 8**, 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.

8.2 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:

8.2.1

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

8.2.2

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

8.2.3

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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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:

K&W Engineering Solutions, LLC
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

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 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 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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

Attention: Amber Kurkowski
CEO / Co-Owner

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:

11.1
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

11.2
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

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 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**.

13.1.2 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.

13.1.3 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.

13.1.4 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.

13.2 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.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 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 (30)-day** 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 (60)-day** 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.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
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.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
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.

16.5
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 **Section 16.4** above, then the amount charged during the **thirty (30)-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 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 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 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

21.1 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 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.

21.2 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 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** 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 31**. 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 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:

25.1 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:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
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** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 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.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. 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 A/E's insurance must be declared and approved in writing by County in advance.

25.4 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 A/E hereunder.

25.5 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.

25.6 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.**

25.7 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.

25.8 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 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

25.10.1

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.

25.10 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 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 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.

30.2 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.

30.3 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.

30.4 Standard of Performance.

The standard of care for all professional 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.

30.5 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.

30.6 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.

30.7 Reports of Accidents.

Within **twenty-four (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 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 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.

30.8 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.

30.9 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.

30.10 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.

30.11 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 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.

30.12 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.

30.13 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.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E 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, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. 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:
K&W Engineering Solutions, LLC

By: _____
Signature

Ambarish Kulkarni
Printed Name

CEO
Title

Date Signed: 14JAN2021

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 structural, mechanical, plumbing, electrical, construction administration, 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.

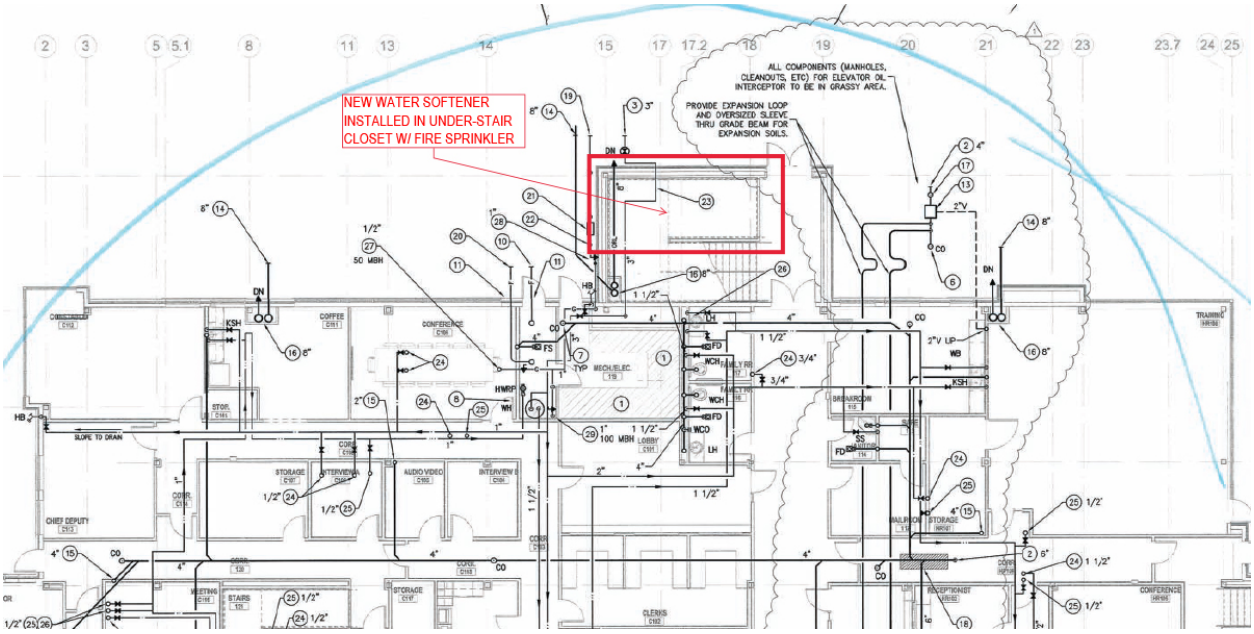
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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 Georgetown Annex Building
100 Wilco Way
Georgetown, TX 78626
Funding = 4509

Provide Mechanical, Electrical, and Plumbing Engineering for a remodel in an existing building to provide plumbing connections, lighting, and HVAC to convert a rated under-stair storage space to a utility closet for a whole-building water softening system.



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 herein 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. Investigate site/facility and verify known existing or available utility locations.

B. International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International

Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. 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) structural, mechanical, plumbing, and electrical.

C. 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 structural, mechanical, plumbing, and electrical 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. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

D. 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. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

B. Receive and respond to permitting comments by the local jurisdiction having review authority.

C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

D. 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. 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. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

B. 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.

C. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

D. 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.

E. 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. 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.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:	$	3,100	100%
Phases I-VII - SCHEMATIC DESIGN through CLOSE-OUT	$	2,500	81%
Site Visits - CONSTRUCTION ADMINISTRATION	$	600	19%
2	$	300	/ visit

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.

Individual hourly rate schedule:

Principal Engineer	$150	/hr

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Fifty-Six (456) 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 (5) business days minimum.

Agreement Execution Date	**02/02/21**
Phase I+II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	03/19/21
County written authorization to proceed to next phase	03/26/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/10/21
County written authorization to proceed to next phase	05/17/21
Phase IV - N/A	
Williamson County Concurrent Review	
Phase V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	05/31/21
Contract Award	06/30/21
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	07/07/21
Construction Substantial Completion	01/05/22
Phase VII - PROJECT CLOSE-OUT	

Record Documents deliverables	02/04/22
Agreement Termination Date	**05/04/22**

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 shall 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 shall 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 shall 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.

K&W Engineering Solutions, LLC

Signature of Certifying Official

Ambulle Kurkowski
Printed Name of Certifying Official

CEO
Title of Certifying Official

14JAN 2021
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 Ambulle Kurkowski
Signatory Name

the CEO of K&W Engineering Solutions, on behalf of said firm.
Signatory Title Entity Name

Chandra A Kurkowski
Notary Public, State of Texas
Comm. Expires 02-28-2024
Notary ID 132380617

Notary Public in and for the
State of Texas

My commission expires: 2/28/2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2021

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: Noe Moreno CIC,CLCS,ACSR	
Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813	PHONE (A/C, No, Ext): (512) 338-1191	FAX (A/C, No): (512) 338-1196
	E-MAIL ADDRESS: NoeM@whortonins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles A. Witt, DBA: K & W Engineering Solutions LLC
650 Shell Stone Trail
Georgetown TX 78628

COVERAGES **CERTIFICATE NUMBER:** CL20121624592 **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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			0100103511-1	12/16/2020	12/16/2021	LIMIT	2,000,000

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

The policy includes a notice of cancellation endorsement providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, or 10 days' notice if the policy is canceled for nonpayment of premium.

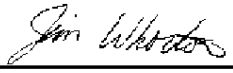
CERTIFICATE HOLDER

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



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CHARWIT-01 KFARRELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2021

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: Kimberly Farrell
AssuredPartners of TX, LLC DBA Capitol City Insurance 8030 N Mopac Austin, TX 78759	PHONE (A/C, No, Ext): (512) 343-0280 6394 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: kimberly.farrell@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Co.	30104
INSURER B : Mercury County Mutual Insurance Company	29394
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA420000015586	4/4/2020	4/4/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		0002046207	3/31/2020	3/31/2021	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability Policy includes a blanket automatic additional insured with a waiver of subrogation on a primary non contributory basis when required by written contract or agreement. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Williamson Country 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard”.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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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.

7. Transfer Of Rights Of Recovery Against Others To Us
   a. Transfer Of Rights Of Recovery

      If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

   b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer 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 or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
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 a. above;
   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 a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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.

c. Method Of Sharing

If all 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.

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Commissioners Court - Regular Session **15.**

Meeting Date: 02/02/2021

WWCHD Lobby and Janitor Remodel (P535)- K&W Professional Service Agreement

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions, LLC to provide Design and Engineering Services for the Williamson County Cities Health District Lobby and Janitor Remodel (P535) in the amount of $2,100.00 to expire on 05/04/2022.

Background

This agreement is to provide electrical, mechanical, and plumbing engineering for a remodel in existing building to renovate existing reception areas on the ground floor and create a new Janitor's Closet on the upper floor. This project will be funded under P535.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WWCHD Lobby and Janitor Remodel (P535P K&W PSA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:36 AM
Form Started By: Wendy Danzoy		Started On: 01/27/2021 09:38 AM
Final Approval Date: 01/28/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CHD + WIC Lobby & Janitor Remodel** ("Project")

ARCHITECT/ ENGINEER: **K&W Engineering Solutions, LLC** ("A/E")
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), 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 architects and engineers; and

WHEREAS, County intends to **remodel small areas within the Williamson County and Cities Health District Building to provide expanded reception spaces and a new Janitor's closet**; 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

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

2.1 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.

2.2 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.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes, Effective March 15, 2012**, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 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. Flor 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.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 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

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard 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 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.

4.3
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"):

4.3.1
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.

4.3.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.3.3
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

5.1 Commencement.
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.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. 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

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Two Thousand One Hundred Dollars ($ 2,100)** 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.

6.2 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 **One Hundred Five Dollars ($ 105)**.

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 **Five Hundred Twenty-Five Dollars ($ 525)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 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 progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** 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** 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of 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 8**, 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.

8.2 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:

8.2.1

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

8.2.2

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

8.2.3

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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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:

K&W Engineering Solutions, LLC
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

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 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 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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

Attention: Amber Kurkowski
CEO / Co-Owner

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:

11.1
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

11.2
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

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 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**.

13.1.2 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.

13.1.3 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.

13.1.4 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.

13.2 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.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 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 (30)-day** 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 (60)-day** 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.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
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.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
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.

16.5
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 **Section 16.4** above, then the amount charged during the **thirty (30)-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 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 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 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

21.1 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 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.

21.2 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 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** 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 31**. 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 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:

25.1 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:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
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** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 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.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. 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 A/E's insurance must be declared and approved in writing by County in advance.

25.4 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 A/E hereunder.

25.5 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.

25.6 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.**

25.7 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.

25.8 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 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

25.10.1

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.

25.10 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 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 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.

30.2 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.

30.3 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.

30.4 Standard of Performance.

The standard of care for all professional 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.

30.5 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.

30.6 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.

30.7 Reports of Accidents.

Within **twenty-four (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 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 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.

30.8 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.

30.9 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.

30.10 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.

30.11 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 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.

30.12 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.

30.13 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.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E 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, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. 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:
K&W Engineering Solutions, LLC

By: _____
Signature

_____
Printed Name

CEO
Title

Date Signed: 14JAN 2021

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 structural, mechanical, plumbing, electrical, construction administration, 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.

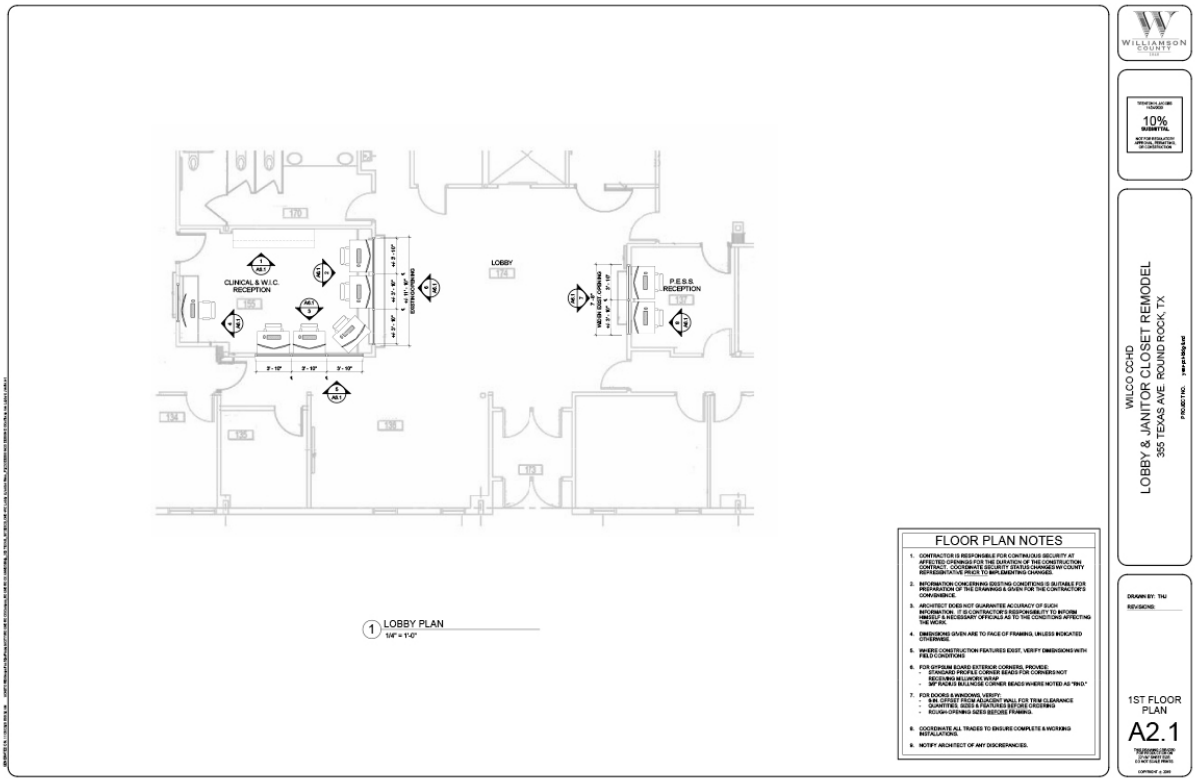
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

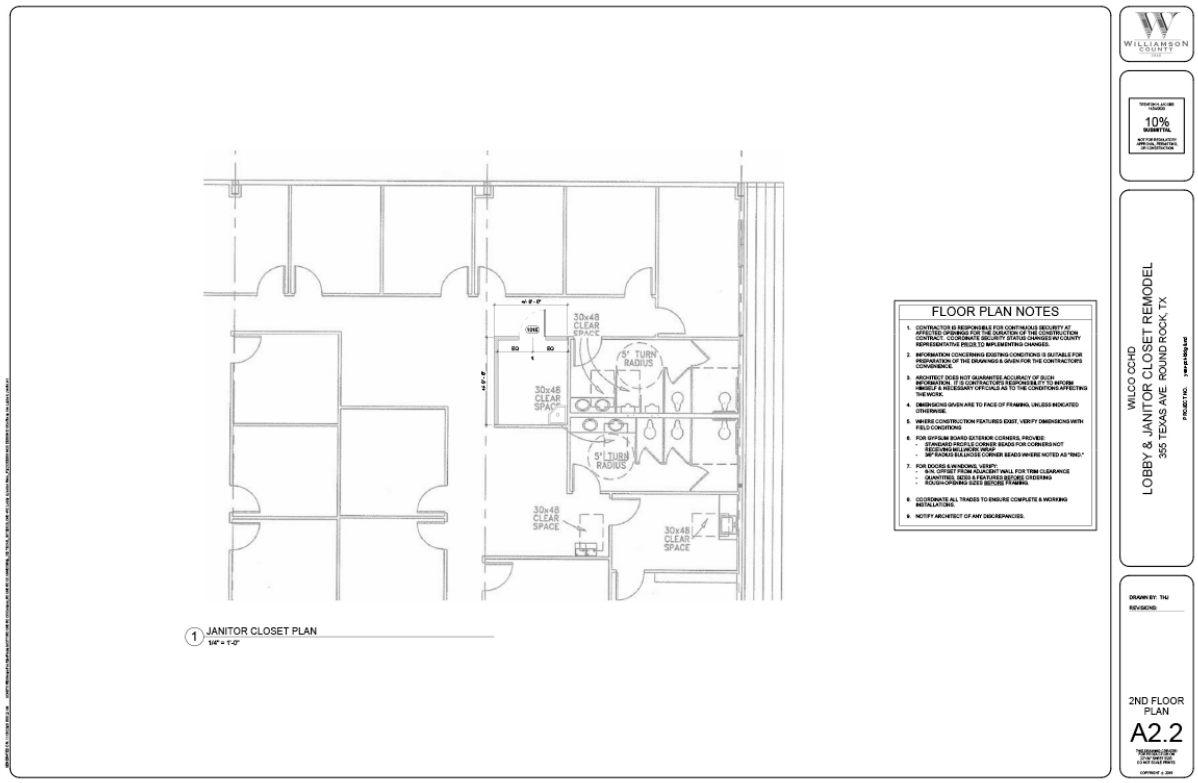
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily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

SCOPE OF WORK:

Williamson County and Cities Health District
355 Texas Ave.
Round Rock, TX 78664
CCHD & WIC
P535

Provide Electrical, Mechanical, and Plumbing Engineering for a remodel in an existing building to renovate existing reception areas on the ground floor and create a new Janitor's Closet on the upper floor.





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 herein 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. Investigate site/facility and verify known existing or available utility locations.

B. International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. 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) structural, mechanical, plumbing, and electrical.

C. 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 structural, mechanical, plumbing, and electrical 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. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

D. 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. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

B. Receive and respond to permitting comments by the local jurisdiction having review authority.

C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

D. 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. 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. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

B. 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.

C. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

D. 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.

E. 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. 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.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:	$	2,100	100%
Phases I-VII - SCHEMATIC DESIGN through CLOSE-OUT	$	1,500	71%
Site Visits - CONSTRUCTION ADMINISTRATION	$	600	29%
2	$	300	/ visit

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.

Individual hourly rate schedule:

Principal Engineer	$150 / hr

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Fifty-Six (456) 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 (5) business days minimum.

Agreement Execution Date	**02/02/21**
Phase I+II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	04/02/21
County written authorization to proceed to next phase	04/09/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/10/21
County written authorization to proceed to next phase	05/17/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	05/24/21
Plans submittal to TDLR and Permit application submittal to City	05/31/21
Construction Permits received from City	06/30/21
Phase V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	07/14/21
Contract Award	08/13/21
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	08/20/21
Construction Substantial Completion	12/20/21

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/19/22
Agreement Termination Date	**05/04/22**

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 shall 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 shall 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 shall 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.

K&W Engineering Solutions, LLC

Signature of Certifying Official

Printed Name of Certifying Official

CEO
Title of Certifying Official

14JAN2021
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 _____ (Signatory Name)

the CEO (Signatory Title) of K&W Engineering Solutions (Entity Name), on behalf of said firm.

Chandra A Kurkowski
Notary Public, State of Texas
Comm. Expires 02-28-2024
Notary ID 132380317

Notary Public in and for the
State of Texas

My commission expires: 02-28-2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2021

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: Noe Moreno CIC,CLCS,ACSR	
Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813	PHONE (A/C, No, Ext): (512) 338-1191	FAX (A/C, No): (512) 338-1196
	E-MAIL ADDRESS: NoeM@whortonins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles A. Witt, DBA: K & W Engineering Solutions LLC
650 Shell Stone Trail
Georgetown TX 78628

COVERAGES **CERTIFICATE NUMBER:** CL20121624592 **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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			0100103511-1	12/16/2020	12/16/2021	LIMIT	2,000,000

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

The policy includes a notice of cancellation endorsement providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, or 10 days' notice if the policy is canceled for nonpayment of premium.

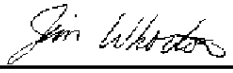
CERTIFICATE HOLDER

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



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CHARWIT-01 KFARRELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2021

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: Kimberly Farrell
AssuredPartners of TX, LLC DBA Capitol City Insurance 8030 N Mopac Austin, TX 78759	PHONE (A/C, No, Ext): (512) 343-0280 6394 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: kimberly.farrell@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Co.	30104
INSURER B : Mercury County Mutual Insurance Company	29394
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA420000015586	4/4/2020	4/4/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		0002046207	3/31/2020	3/31/2021	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability Policy includes a blanket automatic additional insured with a waiver of subrogation on a primary non contributory basis when required by written contract or agreement. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Williamson Country 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard”.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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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.

7. Transfer Of Rights Of Recovery Against Others To Us
   a. Transfer Of Rights Of Recovery

      If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

   b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer 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 or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
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 a. above;
   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 a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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.

c. Method Of Sharing

If all 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.

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Commissioners Court - Regular Session **16.**

Meeting Date: 02/02/2021

Williamson County Jail Master Plan (P432) Talex WA#3

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 No. 3 for the Williamson County Jail Master Plan (P432) in the amount of $86,810.00 to expire on February 2, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Talex, Inc., Engineers, dated November 24, 2020.

Background

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Master Plan Talex WA#3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:43 AM
Form Started By: Wendy Danzoy		Started On: 01/27/2021 10:55 AM
Final Approval Date: 01/28/2021		

WORK AUTHORIZATION NO. 3

PROJECT: **Jail Master Plan** ("Project")

ARCHITECT/ ENGINEER: **Talex, Inc., Engineers** ("A/E")
Thomas R. Alexander, P.E., President
6300 La Calma Dr., Suite 100
Austin, Texas 78752

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS WORK AUTHORIZATION NO. 3 effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

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

ARTICLE 2

The maximum amount payable for Basic Services under this Work Authorization without modification is **Eighty Six Thousand, Eight Hundred Ten Dollars ($ 86,810.00)**, as set forth in **Attachment B** of this Work Authorization.

ARTICLE 3

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

ARTICLE 4

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **February 2, 2022**, as set forth in **Attachment C** of this

Work Authorization. The 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.

ARTICLE 5

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

ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations related to this Project are terminated and shall be supplanted by this Work Authorization.

ARTICLE 7

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 the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate the 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 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:	**COUNTY:**
Talex Inc., Engineers	Williamson County, Texas
By: T.R. Alexander Signature	By: _____ Signature
T. R. Alexander, P.E. Printed Name	_____ Printed Name
President Title	_____ Title
Date Signed: 1/26/2021	Date Signed: _____

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:

GENERAL REQUIREMENTS

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.

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 schedule in a format acceptable to County. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*.

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 Jail
306 W. 4th St., Georgetown, TX
Sheriff's Department
P432

The Scope of Work will be a continuation of a "very broad review of the entire facility working closely with the Sheriff's Department staff in order to determine the best use of the existing spaces along with the relative cost impact, pros and cons, and alternative approaches."

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. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

F. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	86,810	100%
100%	**Talex Engineers**	$	86,810	
Phase I - MASTER PLAN CONTINUATION		$	86,810	100%
	Talex Engineers	$	86,810	

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	**02/02/21**

Phase I - MASTER PLAN CONTINUATION

Master Planning Current Status Presentation	02/09/21
Updated Master Plan Deliverables & Presentation	04/23/21
Final Master Plan Deliverables & Presentation	07/29/21

Work Authorization Termination Date	**02/02/22**

Commissioners Court - Regular Session **17.**

Meeting Date: 02/02/2021

Juvenile Justice Center Recreational Shed Restroom Addition (P528)

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

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and K&W Engineering Solutions to provide Design and Engineering Services for the Williamson County Juvenile Justice Center Remote Restroom (P528) in the amount of $4,400.00 to expire on 08/03/2022.

Background

This agreement is to provide structural, mechanical, electrical and plumbing engineering to add (2) Unisex restrooms, a drinking fountain and covered wash-down area to the northeast corner of the existing Recreation Shed. This project will be funded under P528.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC Shed Restroom Addition K&W PSA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:38 AM
Form Started By: Wendy Danzoy		Started On: 01/27/2021 10:58 AM
Final Approval Date: 01/28/2021		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **JJC Recreational Shed Restroom Addition** ("Project")

ARCHITECT/
ENGINEER: **K&W Engineering Solutions, LLC** ("A/E")
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

COUNTY'S DESIGNATED
REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), 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 architects and engineers; and

WHEREAS, County intends to **add on to existing auxiliary building at the Williamson County Juvenile Justice Center to provide restrooms and a wash-down area**; 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

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

2.1 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.

2.2 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.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes, Effective March 15, 2012**, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 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. Flor 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.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 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

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard 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 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.

4.3
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"):

4.3.1
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.

4.3.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.3.3
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

5.1 Commencement.
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.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. 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

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Four Thousand Four Hundred Dollars ($ 4,400)** 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.

6.2 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 **Four Hundred Forty Dollars ($ 440)**.

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 **One Thousand One Hundred Dollars ($ 1,100)**.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 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 progress of Basic Services and the compensation which is due for percentage completion of Basic Services. For amounts payable under **Article 7** 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** 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of 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 8**, 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.

8.2 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:

8.2.1

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

8.2.2

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

8.2.3

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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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:

K&W Engineering Solutions, LLC
Amber Kurkowski, CEO / Co-Owner
650 Shell Stone Trail
Georgetown, TX 78628

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 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 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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

Attention: Amber Kurkowski
CEO / Co-Owner

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:

11.1
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

11.2
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

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 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**.

13.1.2 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.

13.1.3 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.

13.1.4 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.

13.2 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.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 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 (30)-day** 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 (60)-day** 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.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
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.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
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.

16.5
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 **Section 16.4** above, then the amount charged during the **thirty (30)-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 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 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 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

21.1 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 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.

21.2 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 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** 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 31**. 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 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:

25.1 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:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
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** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$2,000,000** per claim.

25.2 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.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. 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 A/E's insurance must be declared and approved in writing by County in advance.

25.4 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 A/E hereunder.

25.5 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.

25.6 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.**

25.7 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.

25.8 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 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

25.10.1

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.

25.10 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 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 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.

30.2 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.

30.3 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.

30.4 Standard of Performance.

The standard of care for all professional 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.

30.5 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.

30.6 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.

30.7 Reports of Accidents.

Within **twenty-four (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 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 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.

30.8 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.

30.9 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.

30.10 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.

30.11 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 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.

30.12 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.

30.13 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.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E 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, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. 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:
K&W Engineering Solutions, LLC

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: 14 JAN 2021

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 structural, mechanical, plumbing, electrical, construction administration, 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.

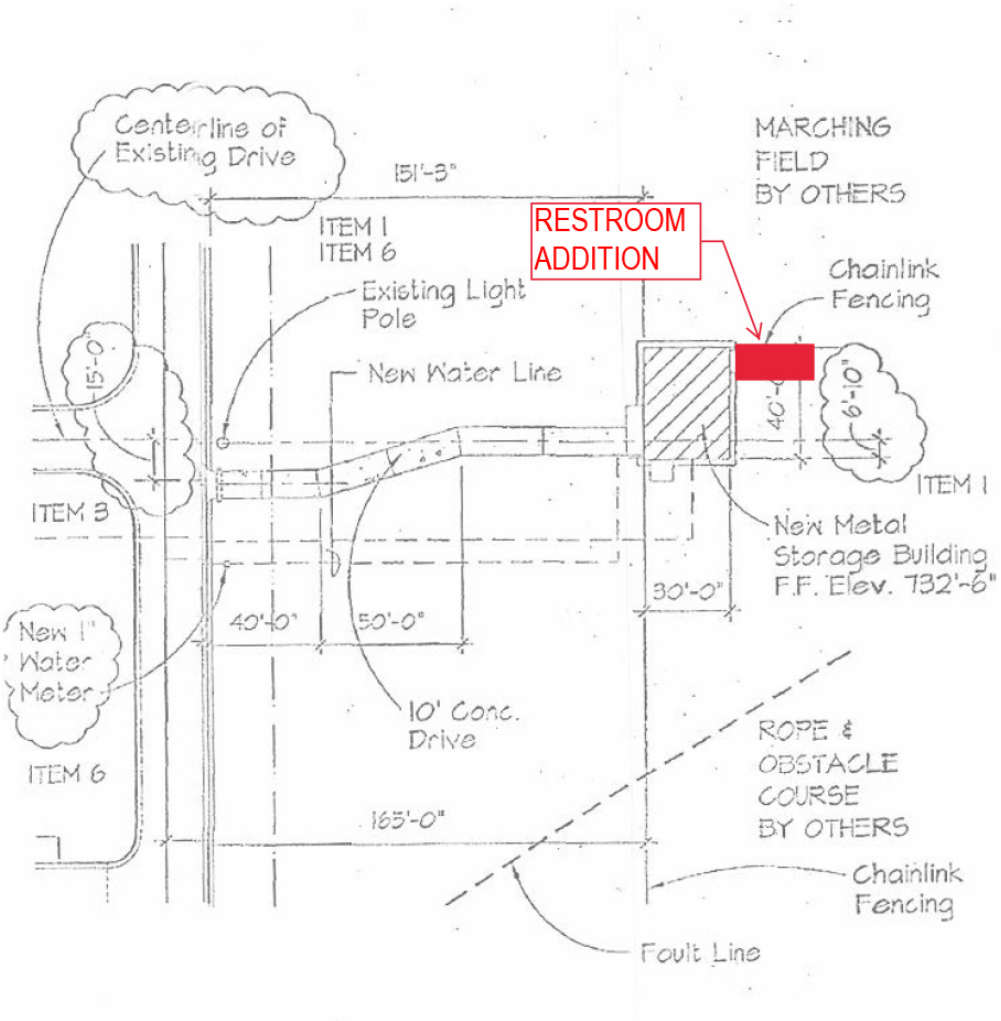
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

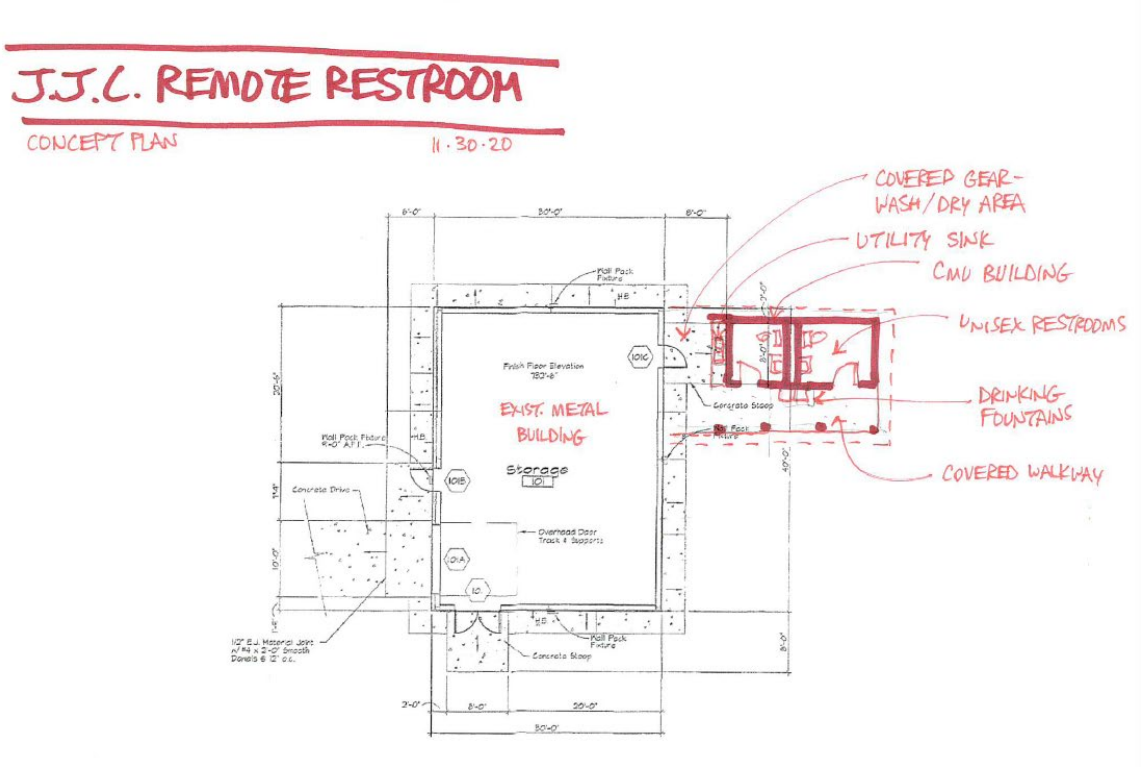
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily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

SCOPE OF WORK:

Williamson County Juvenile Justice Center (Recreation Shed)
200 Wilco Way (Northeast Field)
Georgetown, TX 78626
P528

Provide Structural, Mechanical, Electrical and Plumbing Engineering to add (2) Unisex restrooms, a drinking fountain and covered wash-down area to the northeast corner of the existing Recreation Shed.





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 herein 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. Investigate site/facility and verify known existing or available utility locations.

B. International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. 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) structural, mechanical, plumbing, and electrical.

C. 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 structural, mechanical, plumbing, and electrical 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. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

D. 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. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

B. Receive and respond to permitting comments by the local jurisdiction having review authority.

C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

D. 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. 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. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

B. 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.

C. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

D. 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.

E. 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. 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.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:	**$**	**4,400**	100%
Phases I-VII - SCHEMATIC DESIGN through CLOSE-OUT	**$**	**3,500**	80%
Structural Engineering	$	2,000	
MEP Engineering	$	1,500	
Site Visits - CONSTRUCTION ADMINISTRATION	**$**	**900**	20%
3	$	300	/ visit

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.

Individual hourly rate schedule:

Principal Engineer	$150 / hr

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Forty Seven (547) 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 (5) business days minimum.

Agreement Execution Date	**02/02/21**
Phase I+II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	04/02/21
County written authorization to proceed to next phase	04/09/21
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	06/08/21
County written authorization to proceed to next phase	06/15/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	06/22/21
Plans submittal to TDLR and Permit application submittal to City	06/29/21
Construction Permits received from City	07/29/21
Phase V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	08/12/21
Contract Award	09/10/21
Phase VI - CONSTRUCTION ADMINISTRATION⚜	

Contractor Notice to Proceed	09/17/21
Construction Substantial Completion	03/18/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	04/18/22

Agreement Termination Date	**08/03/22**

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 shall 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 shall 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 shall 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.

K&W Engineering Solutions, LLC

Signature of Certifying Official

Amberle Kurkowski
Printed Name of Certifying Official

CEO
Title of Certifying Official

14 JAN 2021
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 Amberle Kurkowski
Signatory Name
the CEO of K&W Engineering Solutions on behalf of said firm.
Signatory Title Entity Name

Chandra A Kurkowski
Notary Public, State of Texas
Comm. Expires 02-28-2024
Notary ID 132380617

Notary Public in and for the
State of Texas

My commission expires: 2/28/2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2021

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: Noe Moreno CIC,CLCS,ACSR	
Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813	PHONE (A/C, No, Ext): (512) 338-1191	FAX (A/C, No): (512) 338-1196
	E-MAIL ADDRESS: NoeM@whortonins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Charles A. Witt, DBA: K & W Engineering Solutions LLC
650 Shell Stone Trail
Georgetown TX 78628

COVERAGES **CERTIFICATE NUMBER:** CL20121624592 **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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			0100103511-1	12/16/2020	12/16/2021	LIMIT	2,000,000

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

The policy includes a notice of cancellation endorsement providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, or 10 days' notice if the policy is canceled for nonpayment of premium.

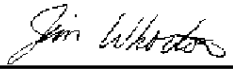
CERTIFICATE HOLDER

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



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CHARWIT-01 KFARRELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2021

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: Kimberly Farrell
AssuredPartners of TX, LLC DBA Capitol City Insurance 8030 N Mopac Austin, TX 78759	PHONE (A/C, No, Ext): (512) 343-0280 6394 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: kimberly.farrell@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Co.	30104
INSURER B : Mercury County Mutual Insurance Company	29394
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

K&W Engineering Solutions, LLC
650 Shell Stone Trail
Georgetown, TX 78628

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA420000015586	4/4/2020	4/4/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			65SBAAF9WLY	4/3/2020	4/3/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		0002046207	3/31/2020	3/31/2021	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability Policy includes a blanket automatic additional insured with a waiver of subrogation on a primary non contributory basis when required by written contract or agreement. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Williamson Country 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard”.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

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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.

7. Transfer Of Rights Of Recovery Against Others To Us
   a. Transfer Of Rights Of Recovery

      If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

   b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer 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 or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
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 a. above;
   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 a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section B. Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section B. Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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.

c. Method Of Sharing

If all 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.

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Commissioners Court - Regular Session **18.**

Meeting Date: 02/02/2021

Authorize issuing T3082 Demolition of Structures in Lakeside Subdivision (Phase 2)

Submitted For: Randy Barker **Submitted By:** Kim Chappius, 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 Demolition of Structures in Lakeside Subdivision (Phase 2) under IFB #T3082. Funding source is Project P463.

Background

Williamson County is seeking qualified contractors for the demolition of structures at 128 Estate Cove, 130 Estate Cove, 100 Dana Drive, 102 Dana Drive, and 104 Dana Drive in Hutto, TX 78634. The work will also include installing a construction entrance at existing access gate and fencing to enclose properties. Estimated amount is $150,000.00. Kimberly Scherer- HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 10:56 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:07 AM
Form Started By: Kim Chappius		Started On: 01/27/2021 11:29 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **19.**

Meeting Date: 02/02/2021

Authorize issuing IFB T3086 Portland Cement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement under IFB #T3086.

Background

Williamson County is seeking to purchase Type I and Type II Portland Cement, conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 “Hydraulic Cement”, from qualified companies. Department Point of Contact is James Williams. Budget amount of $200,000.00, Funding Source for FY21 is 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	01/28/2021 11:35 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:42 AM

Form Started By: Johnny Grimaldo Started On: 01/27/2021 12:23 PM

Final Approval Date: 01/28/2021

Commissioners Court - Regular Session **20.**

Meeting Date: 02/02/2021

Asphalt Emulsions T2725 renewal 1

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Asphalt Emulsions contract #T2725, renewal option period 1, for the same pricing, terms and conditions as the existing contract with Ergon Asphalt & Emulsions, Inc. for the term of 2.4.21 – 2.3.22.

Background

This is for Road and Bridge Department. The department point of contact is James Williams. R&B submitted a Vendor Performance Report (VPR) showing that vendor met all county requirements and recommended renewal of contract. The funding source is 0200.0210.003550 - Asphalt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2725 Asphalt Emulsions renewal option 1 with Ergon, Asphalt & Emulsions, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:37 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:44 AM
Form Started By: Dianne West		Started On: 01/28/2021 10:44 AM
Final Approval Date: 01/28/2021		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Ergon Asphalt and Emulsions		
Vendor Address:	11612 RM 2244, Building 1, Suite 250, Austin, TX 78738		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Emulsions			
P.O./Contract Number:	T2725	**Effective Date:**	02/04/21
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	02/03/22
Requested By:	Terron Evertson, 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 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of one (1) year renewal option periods:**

Renewal Option Period 1	February 04, 2021 – February 03, 2022
Initial Contract Period	February 04, 2020 – February 03, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name DAVID STROUD

Title TEXAS REGIONAL MANAGER

Signature David Stroud

Date JANUARY 27, 2021

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **21.**

Meeting Date: 02/02/2021

1811-275 Signs and Markers, renewal option period 2

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers Contract #1811-275, renewal option period 2, for the same pricing, terms and conditions as the existing contract for line items as awarded with Vulcan Signs, Dobie Supply LLC, Avery Dennison, and Pathmark Traffic Equipment LLC, for the term of 1.22.21 - 1.21.22.

Background

The Road and Bridge Department submitted Vendor Performance Reports (VPR) that reflected that each vendor met our requirements on this contract, and requests renewal for the second option period. The department point of contact is James Williams. The funding source is Signs 0200-0210-003553.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1811-275 renewal 1 Dobie Supply
1811-275 renewal 1 Vulcan Signs
1811-275 renewal 1 Avery Dennison
1811-275 renewal 1 Pathmark Traffic Equipment LLC
1811-275 renewal 2 Dobie Supply
1811-275 renewal 2 Pathmark
1811-275 renewal 2 Vulcan Signs
1811-275 renewal 2 Avery Dennison

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 12:00 PM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 12:04 PM
Form Started By: Dianne West		Started On: 01/28/2021 11:01 AM
Final Approval Date: 01/28/2021		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Dobie Supply, LLC		
Vendor Address:	3809 S 2nd Street, #D200, Austin, TX 78704		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal.
- **Extend Contract for the 1st of two (2) one-year renewal option periods:**

Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Dobie Supply

Name Valera Byrd

Title Sales Manager

Signature [signature]

Date 1-7-2020

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

Bill Gravell

Williamson County Judge

Signature [signature]

Date 1/14/2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Signs		
Vendor Address:	P O Box 1850, Foley, AL 36536		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Signs

Name David B. Beviacqua

Title General Manager

Signature

Date

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

Bill Gravell

Williamson County Judge

Signature Bill Gravell

Date 1/14/2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Avery Dennison		
Vendor Address:	7543 N Natchez Ave., Niles, IL 60714		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Avery Dennison

Name Dan Zampa

Title Sales Director

Signature

Date 1-6-20

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

Bill Gravell

Williamson County Judge

Signature

Date 1/14/2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Pathmark Traffic Equipment, LLC		
Vendor Address:	P O Box 1066, San Marcos, TX 78867		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2021
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; and
  - Renewed Certificate of Insurance if it was required in Bid/Proposal.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Pathmark Traffic Equipment

Name Rick Brushaber

Title General Manager

Signature

Date 01/03/2020

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

Bill Gravell

Williamson County Judge

Signature Bill Gravell

Date 1/14/2020

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Dobie Supply, LLC		
Vendor Address:	3809 S 2nd Street, #D200, Austin, TX 78704		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2022
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal.
- **Extend Contract for the 2nd of two (2) one-year renewal option periods:**

Renewal Option Period 2	January 22, 2021 – January 21, 2022
Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Dobie Supply

Name Valeria Byrd

Title Sales Manager

Signature

Date 12-30-20

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:	Pathmark Traffic Equipment, LLC		
Vendor Address:	P O Box 1066, San Marcos, TX 78867		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2022
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
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Renewal Option Period 2	January 22, 2021 – January 21, 2022
Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor: Pathmark Traffic Equipment, LLC

Name: Rick Brushaber

Title: General Manager

Signature

Date: 12/28/2020

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

Bill Gravell

Williamson County Judge

Signature

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2020-701552

Date Filed:
12/28/2020

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Pathmark Traffic Equipment LLC
San Marcos, 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.**
1811-275
Signs & Markers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is Rick Brasher, and my date of birth is 7/28/1970.

My address is 4435 Hunter Road (street), San Marcos (city), TX (state), 78666 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 28 day of 12 (month), 20 20 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material	**Department:**	Road & Bridge
Vendor Name:	Vulcan Signs		
Vendor Address:	P O Box 1850, Foley, AL 36536		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2022
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
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  - Renewed Certificate of Insurance if it was required in bid/proposal.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

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Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Signs

Name David B. Beviacqua

Title General Manager

Signature _____

Date 12/30/2020

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:	Avery Dennison		
Vendor Address:	7543 N Natchez Ave., Niles, IL 60714		
Purpose/Intended Use of Product or Service (summary):			
Signs and Markers			
P.O./Contract Number:	1811-275	**Effective Date:**	01/22/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/21/2022
Requested By:	Terron Evertson, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal as awarded, for the same pricing, terms and conditions as the existing contract.**
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Renewal Option Period 2	January 22, 2021 – January 21, 2022
Renewal Option Period 1	January 22, 2020 – January 21, 2021
Initial Contract Period	January 22, 2019 – January 21, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Avery Dennison

Name Jared Jachino

Title Bid Specialist

Signature Jared Jachino

Date 1/11/21

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **22.**

Meeting Date: 02/02/2021

Cobb Fendley & Assoc 1811-273 WA1 SA2 On Call Utility

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 2 to Work Authorization No 1 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley & Assoc 1811-273 WA1 SA2 On Call Utility

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/28/2021 09:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:34 AM
Form Started By: Vicky Edwards		Started On: 01/25/2021 03:42 PM
Final Approval Date: 01/28/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination & Relocation

This Supplemental Work Authorization No. __2_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **July, 16, 2019** (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 **$100,000.00** to **$150,000.00**.

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:

By: Sandra G Khoury Digitally signed by Sandra Khoury, P.E. DN: cn=Sandra Khoury, P.E., o=Cobb, Fendley & Associates, Inc., ou, email=skhoury@cobbfendley.com, c=US Date: 2021.01.25 15:32:58 -06'00'

Signature

Sandra G. Khoury, P.E.

Printed Name

Senior Vice President

Title

1/25/2021

Date

COUNTY:

By: _____

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

_____

Date

Commissioners Court - Regular Session **23.**

Meeting Date: 02/02/2021

Replat of the Seven Suns Properties LTD subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the replat of the Seven Suns Properties LTD subdivision – Precinct 3.

Background

This subdivision consists of two lots with no new public roads. It is a replat of the remainder of Lots 38, 39, 40 & 41 of the North San Gabriel Ranches subdivision.

Timeline

2018-10-24 – initial submittal of replat
2018-12-18 – 1st review complete with comments
2019-02-13 – 2nd submittal of replat
2019-03-01 – 2nd review complete with comments
2019-03-01 – 3rd submittal of replat
2019-03-04 – 3rd review complete with comments
2019-03-11 – 4th submittal of replat
2019-03-11 – 4th review complete with comments
2020-12-23 – 5th submittal of replat
2021-01-11 – 5th review complete with comments
2021-01-21 – 6th submittal of replat with signatures
2021-01-21 – 6th review complete with comments cleared
2021-01-28 – replat placed on the February 2, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Replat - Seven Suns Properties LTD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:30 AM
Form Started By: Adam Boatright		Started On: 01/21/2021 11:46 AM

Final Approval Date: 01/28/2021

FINAL REPLAT of
SEVEN SUNS PROPERTIES LTD
SITUATED IN WILLIAMSON COUNTY, TEXAS.

BEING A REPLAT CONTAINING 15.944 ACRES OF LAND, EMBRACING THE REMAINDER OF LOTS 38, 39, 40, & 41, OF NORTH SAN GABRIEL RANCHES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN CABINET B, SLIDES 137-138, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

BENCHMARK INFORMATION:
VERTICAL DATUM: NAVD 88 (GEOID 12B)

TBM 500: COTTON SPINDLE SET IN ASPHALT, APPROX. 98 FEET SOUTHWEST OF THE SOUTHEAST CORNER OF LOT 41, SHOWN HEREON.
ELEV. = 858.44'

TBM 502
COTTON SPINDLE SET IN ASPHALT,APPROX. 18 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 38, SHOWN HEREON.
ELEV. = 858.86'

TBM 503
COTTON SPINDLE SET IN ASPHALT,APPROX. 42 FEET NORTHWEST OF THE NORTHWEST CORNER OF LOT 36, SHOWN HEREON.
ELEV. 883.74'

TBM 504
RR SPIKE 48 FEET NORTHWEST OF THE COMMON CORNER OF LOTS 39 AND 40, ON SOUTH R.O.W. LINE OF CR 257, SHOWN HEREON.
ELEV. 873.85'

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR ALL COUNTY SURVEYING, INC. CONTROL POINT "500".

COTTON SPINDLE SET IN CONCRETE

SURFACE COORDINATES:
N: 10223247.31
E: 3072883.41

TEXAS STATE PLANE COORDINATES:
N: 10226802.57
E: 3072451.30

ELEVATION = 858.44'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.99985875
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014128946003
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 01°16'17.802"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	132.85'	97.08'	N 72°17'06" E	152°13'54"

GENERAL NOTES:

BUILDING SETBACK LINES ARE AS FOLLOWS:
25' FRONT ROADWAYS
10' FROM INTERIOR LOT LINES

THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH ON THE ORIGINAL PLAT OF NORTH SAN GABRIEL RANCHES, AS RECORDED IN CABINET B, SLIDE 137 & 138, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.

WATER SERVICE PROVIDED BY CHISHOLM TRAIL SPECIAL UTILITY DISTRICT.

WASTEWATER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES, AND MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.

NO BUILDING OR STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS. NO FENCES OR LANDSCAPING ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY WILLIAMSON COUNTY.

THIS TRACT LIES OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE.

THE TRACT SHOWN HEREON LIES WITHIN ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMINED) AND A PORTION OF THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0275E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENACNCE BY THE COUNTY.

THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER, EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESIBILITY REQUIREMENTS.

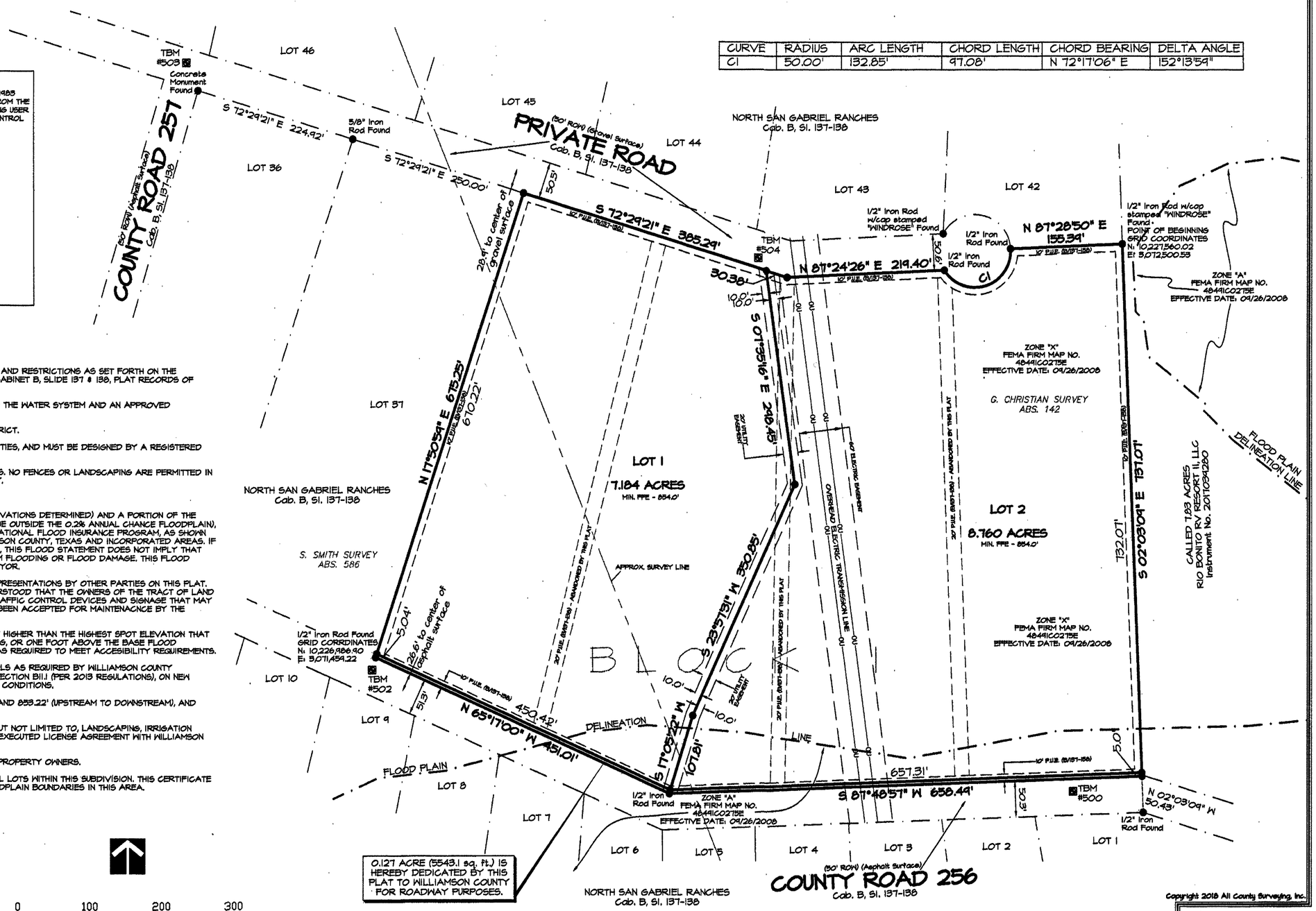
THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B10.0 (PER 2000 REGULATIONS), SECTION B11.1 (PER 2013 REGULATIONS), ON NEW DEVELOPMENT THAT WOULD EVAKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

DRIVEWAY CULVERT TO BE AN 18" CULVERT WITH INVERTS OF 858.48' AND 858.22' (UPSTREAM TO DOWNSTREAM), AND SHALL BE A MINIMUM OF 56' LONG.

IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.



Copyright 2018 All County Surveying, Inc.

www.allcountysurveying.com
CELEBRATING
ACS
1988 2018
30 YEARS
Tx. Firm No. 10023600
4930 South 9th Street
Temple, Texas 76502
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
chuck@allcountysurveying.com

Revision Dates:
06-26-2018
10-17-2018
02-04-2019

Plot Date: 06-18-2018
Survey completed 12-22-2017
Scale: 1" = 100'
Job No. 17107
Dwg No. 17107P(SLW)
Drawn by SLW
Surveyor CCL #4636

FINAL REPLAT of
SEVEN SUNS PROPERTIES LTD
SITUATED IN WILLIAMSON COUNTY, TEXAS.

BEING A REPLAT CONTAINING 15.944 ACRES OF LAND, EMBRACING THE REMAINDER OF LOTS 38, 39, 40, & 41, OF NORTH SAN GABRIEL RANCHES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN CABINET B, SLIDES 137-138, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER'S DEDICATION

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)

I, CAMERON PERRIN SMILEY, GENERAL PARTNER FOR SEVEN SUNS PROPERTIES, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2005009751, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC, THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SEVEN SUNS PROPERTIES LTD.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER, NOT THE COUNTY'S RESPONSIBILITY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

Cameron Perrin Smiley

CAMERON PERRIN SMILEY, GENERAL PARTNER FOR
SEVEN SUNS PROPERTIES, LTD.
7015 F.M. 3405
LIBERTY HILL, TEXAS 78642
(512) 635-4253
cpsmileyTT@msn.com

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS, THE 22 DAY OF December 2019, PERSONALLY APPEARED, CAMERON PERRIN SMILEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Meagan Starnes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MEAGAN STARNES
Notary Public, State of Texas
Comm. Expires 07-22-2024
Notary ID 132582597

Meagan Starnes
PRINTED NAME OF NOTARY

7-22-2024
DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Anthony Goode, a Registered Professional Engineer in the State of Texas, hereby certify that proper engineering consideration has been given to this plat.
THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

STATE OF TEXAS
ANTHONY H. GOODE
97263
LICENSED
PROFESSIONAL ENGINEER

2-12-19
Anthony Goode, P. E. #97263

STATE OF TEXAS

COUNTY OF BELL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THEREON.

STATE OF TEXAS
REGISTERED
CHARLES C. LUCKO
4636
PROFESSIONAL
LAND SURVEYOR

CHARLES C. LUCKO, R.P.L.S.
REGISTRATION NO. 4636

DATE SURVEYED: DECEMBER 22, 2017

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

FOR Adam D. Boatright Adam D. Boatright 01/20/21
BY, J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

MAILBOXES

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY,

FLOODPLAIN ADMINISTRATOR APPROVAL

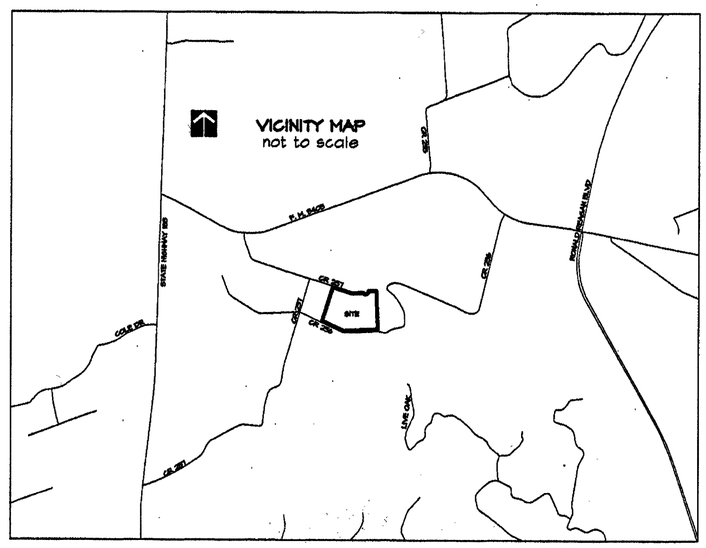
BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENSENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

BY: _____ DATE _____
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13 DAY OF January, 2021, A.D.

Cindy Bridges
WILLAIMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges



COUNTY JUDGE'S APPROVAL

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)

I, ~~DAN A. GATTIS~~ BILL GRAVELY JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

~~HONORABLE DAN A. GATTIS, COUNTY JUDGE~~ _____ DATE
WILLIAMSON COUNTY, TEXAS BILL GRAVELY, JR.

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)

I, NANCY ~~RASTER~~ RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2019 A.D., AT _____ O'CLOCK, _M. AND DULY RECORDED THIS THE ____ DAY OF _____, 2019 A.D., AT _____ O'CLOCK, _M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND DEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____
DEPUTY

Surveyor's Field Notes for SEVEN SUNS PROPERTIES LTD, being:

15.944 ACRES, situated in the G. CHRISTIAN SURVEY, ABSTRACT 142 and the S. SMITH SURVEY, ABSTRACT 586, Williamson County, Texas, embracing the remainder of Lots 38, 39, 40, and 41, NORTH SAN GABRIEL RANCHES, a subdivision in Williamson County, Texas, according to the plat of record in Cabinet B, Slide 137-138, Plat Records of Williamson County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod with cap stamped "WINDROSE" found at the northeast corner of said Lot 41, same being the southeast corner of Lot 42, and being on the west line of a called 7.83 Acre tract conveyed to Rio Bonito RV Resort II, LLC in Instrument No. 2017039280, Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, in a southerly direction, with the west line of said 7.83 Acre tract, S 02° 09' 09" E -737.07', to a 5/8" iron rod with cap stamped "ACS" set on the north line of County Road 256, for the southeast corner of the herein described tract;

THENCE, in a westerly direction, with the north line of said County Road 256, S 87° 48' 57" W -658.44', a ½" iron rod found, and N 65° 17' 00" W -451.01', to a ½" iron rod found, being the southwest corner of the remainder of said Lot 38, same being the southeast corner of Lot 37, for the southwest corner of the herein described tract;

THENCE, in a northerly direction, with the east line of said Lot 37, N 17° 30' 59" E -675.25', to a 5/8" iron rod with cap stamped "ACS" set on the south line of County Road 257, being the northwest corner of the remainder of said Lot 38, which bears S 72° 29' 21" E -250.00' from a 5/8" iron rod found at the northwest corner of the remainder of said Lot 37, for the northwest corner of the herein described tract;

THENCE, in an easterly direction, with the south line of said County Road 257, S 72° 29' 21" E -385.29', a 5/8" iron rod with cap stamped "ACS" set, and N 87° 24' 26" E -219.40', to a ½" iron rod found at the beginning of a non-tangent cul-de-sac curve;

THENCE, continuing in said easterly direction, with said curve to the left; having a radius of 50.00', a delta angle of 152° 15' 54", and a long chord which bears N 72° 17' 06" E -97.08'; an arc length of 132.85', to a ½" iron rod found on the south line of said Lot 42;

THENCE, continuing in said easterly direction, with the south line of said Lot 42, N 87° 28' 50" E -155.34', to the POINT OF BEGINNING and containing 15.944 Acres of Land.

www.allcountysurveying.com
CELEBRATING
ACS
1988 2018
30 YEARS

Tx. Firm No. 10023600
4830 South 5th Street
Temple, Texas 76502
254-718-2212 Killeen 254-634-4636
Fax 254-774-7606
chuck@allcountysurveying.com

Copyright 2018 All County Surveying, Inc.

Revision Dates:
06-26-2018
10-17-2018
02-04-2019

Plot Date: 06-13-2018
Survey completed 12-22-2017
Scale: 1" = 100'
Job No. 17110T
Dwg No. 17110TP(SLW)
Drawn by SLW
Surveyor CCL #4636

Commissioners Court - Regular Session **24.**

Meeting Date: 02/02/2021

Preliminary plat for the Matthew 7 25 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Matthew 7:25 subdivision – Precinct 4.

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline

2020-12-10 – initial submittal of the preliminary plat
2021-01-08 – 1st review complete with comments
2021-01-19 – 2nd submittal of preliminary plat
2021-01-20 – 2nd review complete with comments
2021-01-21 – 3rd submittal of preliminary plat
2021-01-22 – 3rd review complete with comments cleared
2021-01-28 – preliminary plat placed on the February 2, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Matthew 7 25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:42 AM
Form Started By: Adam Boatright		Started On: 01/25/2021 08:50 PM
Final Approval Date: 01/28/2021		

PRELIMINARY PLAT
MATTHEW 7:25 SUBDIVISION

LEGEND

1/2" IRON ROD FOUND	●
CAPPED IRON ROD FOUND "Bryan Tech Services"	○
CAPPED IRON ROD SET STAMPED "RPLS 5548"	◎
CAPPED IRON ROD SET STAMPED "RPLS 2218"	▣
CAPPED IRON ROD FOUND	◉
60-D NAIL AS CALLED FOR DOC# 2002043640 OPRWCT	▲
UNDERGROUND UTILITY SIGN	⋈
OFFICIAL RECORDS WILLIAMSON COUNTY TX	ORWCT
OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX	OPRWCT
FENCE	—x—x—x—
OVERHEAD ELECTRIC	—OH—OH—OH—

Paula Chrisanne Brown Bryant
Executor's Special Warranty Deed
Document No. 2002043640 OPRWCT
A Remainder Of A Called 108.46 Acres of Land

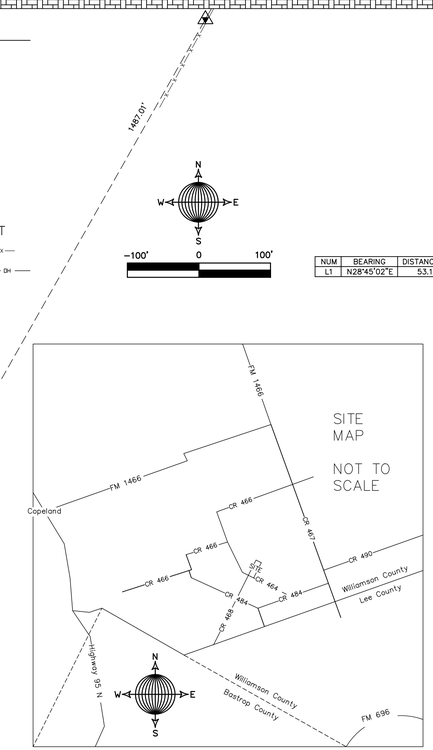
LOT 1, 3.50 Acres

Bruce Phillip Thomas, Jr.
and Molly A. Thomas
Deed of Trust
Document No. 2020117471 OPRWCT
Called 15.000 Acres of Land

Molly Thomas and Husband, Bruce Phillip Thomas, Jr.
General Warranty Deed with Vendor's Lien
Document No. 2018109194 OPRWCT
Called 3.00 Acres of Land

COUNTY ROAD NUMBER 468

NUM	BEARING	DISTANCE
L1	N28°45'02"E	53.11'



FLOOD PLAIN NOTE:

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, COMMUNITY NO. 481079, EFFECTIVE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

FLOODPLAIN ADMINISTRATOR NOTE:

BASED ON THE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR, IT IS DETERMINED THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE FLOOD DAMAGE PREVENTION ORDER FOR WILLIAMSON COUNTY.

EROSION AND SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT, INCLUDING SINGLE-FAMILY AND DUPLEX CONSTRUCTION
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY ANY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.

LIDAR DATA PROVIDED BY RACHEL HARTZLER, P.E. TOPOGRAPHIC SURVEY NOT PERFORMED BY THE UNDERSIGNED.

PLAT NOTES:

1. THE BENCHMARKS USED ARE: LCRA SUB-HARN MONUMENT ID: A754, NORTHING: 10015460.5184 EASTING: 3246626.1226 (NAD83) ELEVATION: 362.577 (NAVD 88)
2. WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY
3. WASTEWATER SERVICE IS PROVIDED BY: OSSF
4. ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC
5. NO RESEARCH WAS PERFORMED BY THE UNDERSIGNED REGARDING EASEMENTS, BUILDING LINES OR CONDITIONS OF RECORD. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT
6. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVMENETS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OF NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
7. DEVELOPER OR PROPERTY OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
8. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
9. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
10. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
11. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
12. A WILLIAMSON COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
13. BEARING BASIS, GRID NORTH, LAMBERT CONFORMAL PROJECTION, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD83
9. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
10.A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

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

ROBERT C. STEUBING REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5548
525 TAHITIAN DRIVE
BASTROP, TEXAS
PH. (512) 585-1388

INITIAL DATE:	10/29/2020
REVISION DATE:	11/23/2020
REVISION DATE:	12/10/2020
REVISION DATE:	1/19/2020

STATE OF TEXAS
REGISTERED
ROBERT C. STEUBING
5548
PROFESSIONAL
LAND SURVEYOR

Commissioners Court - Regular Session **25.**

Meeting Date: 02/02/2021

Final plat for the Oak Bend Estates subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Oak Bend Estates subdivision – Precinct 2.

Background

This subdivision consists of 23 residential lots and 1,563 linear feet of new public roads. Roadway and drainage construction have been completed.

Timeline

2020-11-02 – initial submittal of final plat
2020-12-02 – 1st review complete with comments
2020-12-22 – 2nd submittal of final plat
2021-01-06 – 2nd review complete with comments
2021-01-13 – 3rd submittal of final plat
2021-01-25 – 3rd review complete with minor comments
2021-01-27 – 4th submittal of final plat with signatures
2021-01-28 – 4th review complete with comments clear
2021-01-28 – final plat placed on the February 2, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Oak Bend Estates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:22 AM
Form Started By: Adam Boatright		Started On: 01/25/2021 08:51 PM
Final Approval Date: 01/28/2021		

OAK BEND ESTATES
WILLIAMSON COUNTY, TEXAS
FINAL PLAT

BEING A 29.905 ACRES TRACT OF LAND SITUATED IN THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, IN WILLIAMSON COUNTY, TEXAS,

LEGEND
- △ CALCULATED POINT
- ▲ NAIL SET
- ● 1/2" IRON ROD FOUND
- ○ CAPPED IRON ROD SET
- ⊗ IRON PIPE FOUND
- ■ CONCRETE MONUMENT FOUND
- —o— WROUGHT IRON FENCE
- ( ) RECORD INFORMATION

0 50 100 200 Feet
1:1200.002

BEARING BASIS TEXAS STATE PLANE COORDINATES, TEXAS CENTRAL ZONE 4203 NAD83/2011

TAMBRA LEA LANE DESIGN TABLE
PROPOSED LOCAL ROAD
RURAL FUNCTIONAL CLASS
30 MPH DESIGN SPEED
26' PAVEMENT WIDTH + 2-18" CURBS
60' R.O.W. WIDTH
1563.28' R.O.W. LENGTH

Curve Table

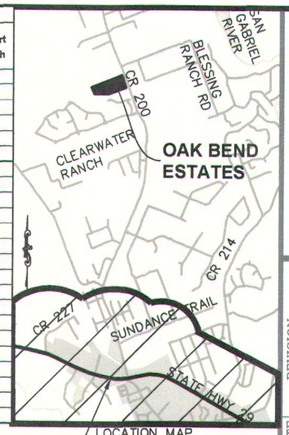
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	37.14	25.00	85.13	S26° 01' 32"W	33.82
C2	51.71	270.00	10.97	S74° 04' 31"W	51.63
C3	21.68	25.00	49.68	N75° 35' 55"W	21.00
C4	86.28	60.00	82.39	S88° 02' 51"W	79.03
C5	60.00	60.00	57.29	S18° 12' 27"W	57.53
C6	59.96	60.00	57.26	S39° 04' 06"E	57.50
C7	86.31	60.00	82.42	N71° 05' 31"E	79.06
C8	21.68	25.00	49.68	N54° 43' 18"E	21.00
C9	63.20	330.00	10.97	N74° 04' 31"E	63.10

Line Table

Line #	Direction	Length
L2	S16°32'18"E	146.97'
L3	N68°35'21"E	4.72'
L4	S63°58'28"E	33.82'
L5	S16°32'18"E	15.44'
L6	S20°03'07"E	24.94'

Driveway Culverts

Lot	Culvert Dia. (in.)	Invert Elevation	Culvert Length
1	18	1013	22
2	18	1009.12	22
3	18	1011.07	22
4	18	1015.69	22
5	18	1018.46	22
6	18	1019.42	22
7	18	1021.47	22
8	18	1022.2	22
9	18	1022.95	22
10	18	1023.75	22
11	Tie-in	1024.92	22
12	Tie-in	1020.7	22
13	Tie-in	1019.4	22
14	Tie-in	1021.83	22
15	Tie-in	1024.54	22
16	Tie-in	1024.8	22
17	Tie-in	1025	22
18	Tie-in	1023.65	22
19	Tie-in	1020.92	22
20	Tie-in	1018.93	22
21	Tie-in	1016.93	22
22	Tie-in	1011.27	22
23	Tie-in	1014.11	22



LOCATION MAP N.T.S.

CARIBOU DEV.
13.352 AC.
DOC. NO. 2006052432
O.P.R.W.C.

PARTHENON LAND HOLDINGS
2.46 AC
DOC. NO. 2011001713
O.P.R.W.C.

PARTHENON LAND HOLDINGS
1.996 AC.
DOC. NO. 2015082259

CLEARWATER RANCH PH4, BLOCK E, LOT 49

CLEARWATER RANCH PH4, BLOCK E, LOT 48

N68° 35' 20"E 1857.54'

BLOCK 1

LOT 12 72,276 SQFT 1.659 ACRES
LOT 11 59,202 SQFT 1.359 ACRES
LOT 10 45,061 SQFT 1.034 ACRES
LOT 9 45,618 SQFT 1.047 ACRES
LOT 8 48,756 SQFT 1.119 ACRES
LOT 7 47,468 SQFT 1.090 ACRES
LOT 6 47,468 SQFT 1.090 ACRES
LOT 5 47,468 SQFT 1.090 ACRES
LOT 4 47,468 SQFT 1.090 ACRES
LOT 3 47,468 SQFT 1.090 ACRES
LOT 2 47,468 SQFT 1.090 ACRES
LOT 1 50,048 SQFT 1.149 ACRES
LOT 13 59,320 SQFT 1.362 ACRES
LOT 14 58,819 SQFT 1.350 ACRES
LOT 15 43,676 SQFT 1.003 ACRES
LOT 16 49,563 SQFT 1.138 ACRES
LOT 17 46,869 SQFT 1.076 ACRES
LOT 18 44,866 SQFT 1.030 ACRES
LOT 19 45,236 SQFT 1.038 ACRES
LOT 20 45,605 SQFT 1.047 ACRES
LOT 21 45,975 SQFT 1.055 ACRES
LOT 22 93,058 SQFT 2.136 ACRES (LAND AVAILABLE FOR OSSF = 1.36 ACRES)
LOT 23 50,768 SQFT 1.165 ACRES

BLOCK 1

TAMBRA LEA LANE
(PROPOSED 60.0' ROW PUBLIC ROAD)

N68° 35' 21"E 919.72'
S68° 35' 21"W 912.57'

COUNTY ROAD 200

BLOCK E

BLOCK F

TELLING WIND

CLEARWATER RANCH PHASE 1
150.43 AC.
DOC. NO. 2014025535
O.P.R.W.C.

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6

S20°04'28"E 1403.31 FEET TO SOUTH EAST CORNER OF WILLIAM GRAY SURVEY ABSTRACT NO. 251

P.O.B.

1. SURVEYED BY:
   GRIFFITH CONSULTING
   4000 SENDERO SPRINGS
   ROUND ROCK, TEXAS 78681
   PHONE: (512) 626-0023
   jwg@gcons.net
2. OWNER: PRINCE DEVELOPMENT, LLC
   675 RANCH ROAD LIBERTY HILL, TEXAS 78642
   512-228-1931 PRINCEDEVELOPMENT@GMAIL.COM
3. TOTAL ACRES: 29.905
4. PATENT SURVEY: WILLIAM GRAY SURVEY, A-251
5. SURVEYOR: JAMES W. GRIFFITH, RPLS
6. ENGINEER: JAMES W. GRIFFITH, PE,
7. NUMBER OF BLOCKS: 1
8. TOTAL NUMBER OF LOTS: 23 SINGLE FAMILY
9. SUBMITTAL DATE: OCTOBER 15, 2020
10. RESUBMITTAL DATE:
11. BENCHMARK INFORMATION:
    TBM 60D NAIL SET
    N = 10233176.55 E = 3051726.93 EL = 993.17

NO.	BY	DATE	REVISION
1	CJS	12/4/20	

PROJECT: OAK BEND ESTATES
FILE: RAGEL 30 ACRE
DATE: OCTOBER 2020
SCALE: 1" = 100'
DESIGNED BY: J.W.G.
DRAWN BY: R.L.
CHECKED BY: J.W.G.
REVISED BY: R.L.

OAK BEND ESTATES
3301 COUNTY ROAD 200
WILLIAMSON COUNTY, TEXAS

FINAL PLAT

GRIFFITH CONSULTING
ENGINEERING SURVEYING PLANNING
ENGINEERING FIRM # F-10052
SURVEY FIRM # 101699-00
4000 SENDERO SPRINGS
ROUND ROCK, TEXAS 78681
(512) 626-0023
EMAIL: jwg@gcons.net

James W. Griffith
STATE OF TEXAS
JAMES W. GRIFFITH
41184
REGISTERED PROFESSIONAL ENGINEER
01/26/2021

SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS ;

I, JAMES H. PRINCE SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019020019 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS OAK BEND ESTATES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF January 2021.

OWNER'S SIGNATURE

JAMES H. PRINCE, OWNER
675 RANCH ROAD LIBERTY HILL, TEXAS 78642
512-228-1931

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED James H. Prince, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF January 26 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: September 14, 2023

DUSTI L. HERMAN
My Notary ID # 10210997
Expires September 14, 2023

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Richard Trevor Burwick TRUSTEE FOR NATIONAL UNITED BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC NO. 2019020019 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS OAK BEND ESTATES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS
DAY OF January 26, 2021.

LIEN HOLDER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Richard Trevor Burwick KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF January 26 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: September 14, 2023

DUSTI L. HERMAN
My Notary ID # 10210997
Expires September 14, 2023

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Ralph and Noelalee Ragle LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019020019 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS OAK BEND ESTATES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS
DAY OF January 26, 2021.

LIEN HOLDER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Ralph and Noelalee Ragle KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF January 26 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: September 14, 2023

DUSTI L. HERMAN
My Notary ID # 10210997
Expires September 14, 2023

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED . THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright January 28, 2021

J. TERRON EVERSTON, PE, DR, CFM DATE
COUNTY ENGINEER Adam D. Boatright FOR J. Terron Everston

MAILBOXES

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF -WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTES

NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

THE MINIMUM LOWEST FINISHED F FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING , OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER .

FIELD NOTES FOR OAK BEND ESTATES

BEING A 29.905 ACRES TRACT OF LAND SITUATED IN THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, IN WILLIAMSON COUNTY, TEXAS, THE SAME TRACT DESCRIBED IN A WARRANTY DEED FROM LEROY L. BARTLETT AND WIFE DELLA BARTLETT TO RALPH A. RAGLE AND WIFE NOELALEE RAGLE RECORDED ON NOVEMBER 15, 1999 AND RECORDED IN DOCUMENT NO. 199977991 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A ½ INCH IRON ROD FOUND IN THE WEST R.O.W. LINE OF COUNTY 200 (R.O.W. VARIES) AND THE NORTH LINE OF CLEARWATER RANCH PHASE ONE A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS REFERENCED IN DOCUMENT NO. 2014025535 AND SAID DOCUMENT 199977991 AND IN THE WILLIAM GRAY SURVEY ABSTRACT NO. 251 RECORDED IN VOLUME 987, PAGE 406 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS;

THENCE S69°50'31"W PASSING AT 19.94 FEET A ½ IRON ROD 0.19 FEET LEFT AND CONTINUING IN TOTAL 1028.36 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID 29.905 ACRES TRACT;

THENCE N89°45'46"W 851.19 FEET WITH THE NORTH WEST LINE OF CLEARWATER RANCH PHASE 1 TO A CONCRETE MONUMENT FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°11'45"W 459.33 FEET TO A ½ INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF CALLED 13.38 ACRES TRACT OF LAND CONVEYED BY WARRANTY DEED FROM GEORGE DAVID HOLLEWAY, JR AND NORA BELLE HOLLEWAY TO CARIBOU DEVELOPMENT, L.L.C. ON JUNE 23, 2006 RECORDED IN DOCUMENT NO. 2006052432 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N68°35'20"E PASSING AT 1085.51 FEET AN IRON FOUND .10 FEET LEFT CONTINUING FOR A TOTAL 1857.54 FEET TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 1.996 ACRES TRACT CONVEYED BY GENERAL WARRANTY DEED FROM NATHAN TROY WINTER TO PARTHENON LAND HOLDINGS #1, L.L.C. ON SEPTEMBER 17, 2015 RECORDED IN DOCUMENT NO. 2015082259 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST R.O.W. OF COUNTY ROAD 200 AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES

1. S21°41'43"E 196.63 FEET FOR AN ANGLE POINT,
2. S16°32'18"E 271.44 FEET FOR AN ANGLE POINT,
3. S16°45'18"E 115.82 FEET FOR AN ANGLE POINT,
4. S19°42'53"E 181.98 FEET TO A ½ INCH IRON ROD FOUND FOR THE NORTHEASTERN

CORNER OF A 25 FOOT ACCESS EASEMENT DESCRIBED AS TRACT TWO IN A WARRANTY DEED FROM RICHARD L. SHIREY AND WIFE DONNA R. SHIREY TO LEROY L. BARTLETT AND WIFE DELLA BARTLETT DATED FEBRUARY 29 1984, RECORDED IN DOCUMENT NO. 1984007883 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS THENCE S20°03'07"E 24.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.905 ACRES MORE OR LESS.

THE BEARINGS HEREIN RECITED ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/2011

STATE OF TEXAS:
COUNTY OF WILLIAMSON:
THAT I, JAMES W. GRIFFITH, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

James W. Griffith 01/26/2021
JAMES W. GRIFFITH, RPLS 1885 DATE

STATE OF TEXAS
REGISTERED
JAMES W. GRIFFITH
1885
PROFESSIONAL
LAND SURVEYOR

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, JAMES W. GRIFFITH, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS IS IN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE WILLIAMSON COUNTY REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

James W. Griffith
JAMES W. GRIFFITH, PE, 41184

STATE OF TEXAS
JAMES W. GRIFFITH
41184
REGISTERED
PROFESSIONAL ENGINEER

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

ROADWAY CONSTRUCTION

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY,TEXAS. SAID COMMISSIONER 'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY F OR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM .

OWNER'S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY , TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DEVELOPMENT NOTES

NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

NOTES:

1. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND WILLIAMSON COUNTY.
2. WATER IS PROVIDED BY CITY OF GEORGETOWN WATER SYSTEM.
3. THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
4. GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
5. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED JANUARY 18, 2018.
6. ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
7. TELEPHONE SERVICE IS PROVIDED BY VERIZON TELEPHONE COMPANY.
8. THIS PLAT INCLUDES 2.60 ACRES OF NEW ROAD RIGHT OF WAY.
9. THIS PLAT INCLUDES 1563.28 LINEAR FEET OF NEW ROADS.
10. BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLAIN (GRID), CENTRAL ZONE, NAD83/2011.
11. NO LOTS WITHIN THIS SUBDIVISION SHALL BE RESUBDIVIDED INTO SMALLER TRACTS.
12. STREET WILL BE PUBLIC, AND WILL BE OWNED AND MAINTAINED BY WILLIAMSON COUNTY ONCE IT HAS FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
13. ON-STREET OVERNIGHT PARKING SHALL NOT BE ALLOWED. STREET RESTRICTIONS WILL BE ENFORCED BY THE HOA.
14. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO AN APPROVED ON SITE SEWAGE FACILITY, IN ACCORDANCE WITH WILLIAMSON COUNTY ENVIRONMENTAL SERVICES.
15. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENTS MAY BE REMOVED BY WILLIAMSON COUNTY.
16. THE OVERALL DRAINAGE PATTERNS THROUGHOUT THE SUBDIVISION SHALL REMAIN AS IN AN UNDEVELOPED STATE PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.9.
17. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
18. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
20. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
21. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
22. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
23. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1%CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
24. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA FOR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
25. OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS
26. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
27. LOTS 1-23 MAY NOT BE FURTHER SUBDIVIDED.
28. THE OVERALL DRAINAGE PATTERNS THROUGHOUT THE SUBDIVISION REMAIN AS IN AN UNDEVELOPED STATE PER WILLIAMSON COUNTY REGULATIONS B11.9. AN EXISTING POND WILL BE FILLED.
29. DRIVEWAYS FOR LOTS 1 AND 23 SHALL CONNECT ONLY TO TAMBRA LEA LN AND NOT TO COUNTY ROAD 200. DRIVEWAYS FOR LOTS 15 AND 16 SHALL CONNECT ONLY TO TAMBRA LEA LN AND NOT TO TELLING WIND.
30. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
31. DRIVEWAY SPACING ON ROADS WITHOUT CURB AND GUTTER SHALL BE NO CLOSER THAN 100 FEET MEASURED FROM CENTER TO CENTER

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 27 DAY OF January 2021 A.D.

Cindy Bridges 1/07/21
~~TERESA BAKER~~ Cindy Bridges DATE
WILLIAMSON COUNTY ADDRESSING COORDINATOR

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ 2021 A.D., AT _____O'CLOCK, __M., AND DULY RECORDED THIS THE ____ DAY OF _____ 2021 A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____ TO CERTIFY WHICH , WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN , TEXAS , THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

NO.	BY	DATE	REVISION
1	CJS	12/4/20	

PROJECT: OAK BEND ESTATES
FILE: RAGEL 30 ACRE
DATE: DECEMBER 2020
SCALE: 1" = 100'
DESIGNED BY: J.W.G.
DRAWN BY: E.U./R.L.
CHECKED BY: J.W.G.
REVISED BY: R.L.

OAK BEND ESTATES
3301 COUNTY ROAD 200
WILLIAMSON COUNTY, TEXAS

FINAL PLAT

GRIFFITH CONSULTING
ENGINEERING SURVEYING PLANNING
ENGINEERING FIRM # F-10052
SURVEY FIRM # 101699-00
4000 SENDERO SPRINGS
ROUND ROCK, TEXAS 78681
(512) 626-0023
EMAIL: jwg@gcons.net

James W. Griffith
STATE OF TEXAS
JAMES W. GRIFFITH
41184
REGISTERED
PROFESSIONAL ENGINEER

PROJ# 01/26/2021

SHEET 2 OF 2

Commissioners Court - Regular Session **26.**

Meeting Date: 02/02/2021

Final plat for the Star Ranch Section 7 Phases 8-10 subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phases 8-10 subdivision – Precinct 4.

Background

This is the next section of the Star Ranch Section 7 development. It consists of 116 residential lots, 3 landscape lots and 5,981 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $972,168.89 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-01-12 – initial submittal of the final plat
2021-01-12 – financial security received for the remaining construction
2021-01-21 – 1st review complete with comments
2021-01-25 – 2nd submittal of final plat
2021-01-26 – 2nd review complete with comments cleared
2021-01-28 – final plat placed on the February 2, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Star Ranch Sec 7 Ph 8-10

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:51 AM
Form Started By: Adam Boatright		Started On: 01/28/2021 11:38 AM
Final Approval Date: 01/28/2021		

FINAL PLAT OF

STAR RANCH SECTION 7 PHASE 8–10

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

LEGEND:

- ● = 1/2" IRON ROD FOUND
- o = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- (F) = BLOCK NAME
- . . . . . = SIDEWALK REQUIRED
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- LS = LANDSCAPE
- —·—·— = HUTTO ETJ LINE
- ———— = COUNTY LINE

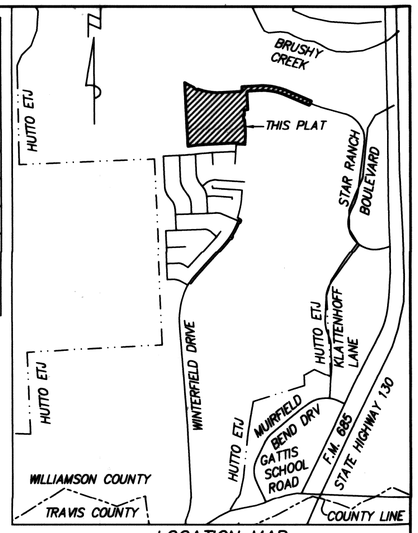
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S42°08'50"W	28.28'
L2	S02°51'10"E	50.00'
L3	S47°51'10"E	28.28'
L4	N89°34'25"W	50.00'
L5	S42°08'50"W	21.21'
L6	S47°51'10"E	21.21'
L7	S24°00'17"E	29.72'
L8	N64°14'10"E	27.67'
L9	N17°59'56"E	32.45'
L10	N17°59'56"E	28.75'
L11	N24°00'17"W	53.49'
L12	S71°19'15"E	53.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S73°26'27"E	51.23'
L14	S76°02'38"E	51.11'
L15	S78°42'33"E	51.12'
L16	S80°53'41"E	51.21'
L17	S83°39'59"E	51.43'
L18	S85°41'11"E	40.28'
L19	S88°11'12"E	50.17'
L20	N89°19'19"E	50.04'
L21	N87°19'17"E	50.00'
L22	N87°08'50"E	50.00'
L23	N87°08'50"E	50.00'
L24	N87°08'50"E	60.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L25	N87°08'50"E	92.06'
L26	N87°08'50"E	75.70'
L27	S47°51'10"E	55.36'
L28	S02°51'10"E	51.40'
L29	S02°51'10"E	94.43'
L30	S02°51'10"E	50.00'
L31	S02°51'10"E	50.00'
L32	S02°51'10"E	50.00'
L33	S02°51'10"E	50.00'
L34	S02°51'10"E	40.00'
L35	S42°08'50"W	28.28'
L36	S87°08'50"W	111.90'

LINE TABLE		
LINE	BEARING	DISTANCE
L37	N02°51'10"W	10.00'
L38	S87°08'50"W	111.90'
L39	S47°51'10"E	28.28'
L40	S02°51'10"E	40.00'
L41	S02°51'10"E	50.00'
L42	S02°51'10"E	50.00'
L43	S02°51'10"E	50.00'
L44	S02°51'10"E	50.00'
L45	S01°18'53"W	50.13'
L46	S01°18'53"W	50.13'
L47	N02°33'07"E	50.22'
L48	N03°52'28"E	64.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L49	S02°51'10"E	10.42'
L50	S47°51'10"E	28.28'
L51	N64°14'10"E	14.18'
L52	N64°14'10"E	13.49'
L53	S02°51'10"E	10.00'
L54	S86°37'01"E	10.00'
L55	N17°59'56"E	6.63'
L56	N17°59'56"E	25.82'
L57	S67°46'03"E	50.14'



LOCATION MAP
SCALE: 1" = 2000'

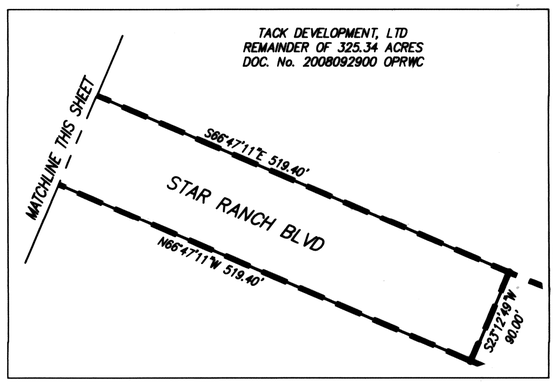
SITE DATA:
116 SINGLE FAMILY LOTS
3 LANDSCAPE LOTS
119 TOTAL

LOTS: 20.348 ACRES
RIGHT OF WAY: 8.110 ACRES
TOTAL AREA: 28.458 ACRES

BUILDING SETBACKS:
25' FRONT
15' STREET SIDE
5' SIDE
10' REAR

NEW STREETS:

NAME	LENGTH	DESIGN SPEED
CASTLEFIELDS STREET	903'	25 MPH
ELM GREEN STREET	1,558'	25 MPH
FALKLAND STREET	904'	25 MPH
STAR RANCH BLVD	1324'	25 MPH
TANDA LANE	902'	25 MPH
WINTERFIELD DRIVE	390'	25 MPH
TOTAL:	5,981'	



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	475.65'	1045.50'	026°03'59"	S79°49'10"E	471.55'
C2	434.70'	955.50'	026°03'59"	N79°49'10"W	430.96'
C3	197.19'	1679.50'	006°43'38"	S00°30'39"W	197.08'
C4	17.12'	574.45'	001°42'27"	N01°16'49"E	17.12'
C6	32.88'	574.45'	003°16'45"	N01°12'47"W	32.87'
C7	30.02'	524.45'	003°16'45"	N01°12'47"W	30.01'
C8	23.56'	15.00'	090°00'00"	N47°51'10"W	21.21'
C9	23.56'	15.00'	090°00'00"	N42°08'50"E	21.21'
C10	23.56'	15.00'	090°00'00"	S42°08'50"W	21.21'
C11	23.56'	15.00'	090°00'00"	S47°51'10"E	21.21'
C12	23.56'	15.00'	090°00'00"	N42°08'50"E	21.21'
C13	23.56'	15.00'	090°00'00"	N47°51'10"W	21.21'
C14	23.56'	15.00'	090°00'00"	S42°08'50"W	21.21'
C15	23.56'	15.00'	090°00'00"	S47°51'10"E	21.21'
C16	21.03'	25.00'	048°11'23"	S21°14'32"W	20.41'
C17	162.65'	50.00'	186°22'46"	N47°51'10"W	99.85'
C18	39.27'	25.00'	090°00'00"	N47°51'10"W	35.36'
C19	21.03'	25.00'	048°11'23"	N63°03'09"E	20.41'
C20	28.70'	15.00'	109°36'36"	S51°57'08"W	24.52'
C21	18.43'	15.00'	070°23'24"	S38°02'52"E	17.29'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C22	56.41'	155.00'	020°51'06"	S07°34'23"W	56.10'
C23	74.61'	205.00'	020°51'06"	S07°34'23"W	74.19'
C24	173.86'	1142.29'	008°43'15"	S61°08'47"E	173.70'
C25	455.05'	1142.29'	022°49'28"	S81°26'26"E	452.04'
C26	153.32'	1152.29'	007°37'24"	S60°57'19"E	153.20'
C27	3.28'	50.00'	003°45'46"	S40°50'20"W	3.28'
C28	55.90'	50.00'	064°03'28"	S74°44'57"W	53.03'
C29	42.22'	50.00'	048°22'35"	N49°02'02"W	40.97'
C30	45.37'	50.00'	051°59'35"	N01°09'03"E	43.83'
C31	15.87'	50.00'	018°11'23"	N36°14'32"E	15.81'
C32	31.12'	205.00'	008°41'57"	S01°29'48"W	31.09'
C33	43.48'	205.00'	012°09'10"	S11°55'21"W	43.40'
C34	94.12'	275.00'	019°36'36"	S83°02'52"E	93.66'
C35	111.23'	325.00'	019°36'36"	S83°02'52"E	110.69'
C36	44.99'	325.00'	007°55'52"	S77°12'30"E	44.95'
C37	50.45'	325.00'	008°53'40"	S85°37'16"E	50.40'
C38	15.79'	325.00'	002°47'04"	N88°32'22"E	15.79'
C39	78.32'	275.00'	016°19'07"	S81°24'07"E	78.06'
C40	15.80'	275.00'	003°17'29"	N88°47'35"E	15.80'

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422

DATE: MAY 1, 2019 SCALE: 1" = 100'

PROPERTY OWNER:

STAR GOLF DEVELOPMENT, INC.
TIMOTHY TIMMERMAN, PRESIDENT
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900, JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

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FINAL PLAT OF STAR RANCH SECTION 7 PHASE 8–10

WILLIAMSON COUNTY, TEXAS

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 28.458 ACRE TRACT OF LAND CONVEYED TO STAR GOLF DEVELOPMENT, INC., BY DEED RECORDED IN DOCUMENT NO. 2020028228 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT AN ANGLE POINT ON THE NORTH LINE OF LOT 44, BLOCK A OF STAR RANCH SECTION 7 PHASE 4, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015093053, OPRWC, BEING THE SOUTHWEST CORNER OF SAID 28.458 ACRE TRACT, BEING ALSO THE SOUTHEAST CORNER OF THAT 94.89 ACRE TRACT CONVEYED TO LOUIS & HAZEL SCHROEDER BY DEED RECORDED IN VOLUME 364, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), FROM WHICH AN ANGLE POINT ON THE SOUTH LINE OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S68°54'59"W A DISTANCE OF 670 FEET;

THENCE ALONG THE WEST LINE OF SAID 28.458 ACRE TRACT AND THE EAST LINE OF SAID 94.89 ACRE TRACT, N02°32'50"W A DISTANCE OF 1,204.04 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE LEFT, BEING THE NORTHWEST CORNER OF SAID 28.458 ACRE TRACT;

THENCE ALONG THE NORTH AND EAST LINES OF SAID 28.458 ACRE TRACT AND ACROSS THAT 325.34 ACRE TRACT CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900, OPRWC, THE FOLLOWING SIXTEEN (16) COURSES:

1. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 173.86 FEET, HAVING A RADIUS OF 1,142.29 FEET, A CENTRAL ANGLE OF 08°43'15", AND A CHORD BEARING S61°08'47"E, 173.70 FEET TO A 1/2" IRON ROD SET;
2. S24°00'17"E A DISTANCE OF 29.72 FEET TO A 1/2" IRON ROD SET;
3. S67°46'03"E A DISTANCE OF 50.14 FEET TO A 1/2" IRON ROD SET;
4. N64°14'10"E A DISTANCE OF 27.67 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE LEFT;
5. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 455.05 FEET, HAVING A RADIUS OF 1,142.29 FEET, A CENTRAL ANGLE OF 22°49'28", AND A CHORD BEARING S81°26'26"E, 452.04 FEET TO A 1/2" IRON ROD SET;
6. N87°08'50"E A DISTANCE OF 388.18 FEET TO A 1/2" IRON ROD SET;
7. N02°51'10"W A DISTANCE OF 90.00 FEET TO A 1/2" IRON ROD SET;
8. N87°08'50"E A DISTANCE OF 349.90 FEET TO A 1/2"IRON SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
9. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 475.65 FEET, HAVING A RADIUS OF 1,045.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING S79°49'10"E, 471.55 FEET TO A 1/2" IRON ROD SET;
10. S66°47'11"E A DISTANCE OF 519.40 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 28.458 ACRE TRACT;
11. S23°12'49"W A DISTANCE OF 90.00 FEET TO A 1/2"IRON ROD SET;
12. N66°47'11"W A DISTANCE OF 519.40 FEET TO A 1/2"IRON ROD SET FOR A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
13. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 434.70 FEET, HAVING A RADIUS OF 955.50 FEET, A CENTRAL ANGLE OF 26°03'59", AND A CHORD BEARING N79°49'10"W, 430.96 FEET TO A 1/2" IRON ROD SET;
14. S87°08'50"W A DISTANCE OF 239.90 FEET TO A 1/2" IRON ROD SET;
15. S42°08'50"W A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
16. S02°51'10"E A DISTANCE OF 324.97 FEET TO A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LANDSCAPE LOT OS–C, BLOCK M OF STAR RANCH SECTION 7 PHASE 6 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018045811, OPRWC;

THENCE ALONG THE EAST LINE OF SAID 28.458 ACRE TRACT, ALONG THE NORTH AND WEST LINES OF SAID STAR RANCH SECTION 7 PHASE 6, THE FOLLOWING EIGHT (8) COURSES:

1. S87°08'50"W A DISTANCE OF 70.00 FEET TO A 1/2" IRON ROD SET;
2. S02°51'10"E A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET;
3. S42°08'50"W A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
4. S02°51'10"E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
5. S47°51'10"E A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD SET;
6. S02°51'10"E A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
7. SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 197.19 FEET, HAVING A RADIUS OF 1679.50 FEET, A CENTRAL ANGLE OF 06°43'38", AND A CHORD BEARING S00°30'39"W, 197.08 FEET TO A 1/2" IRON ROD SET;
8. S03°52'28"W A DISTANCE OF 68.91 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 28.458 ACRE TRACT, BEING THE NORTHEAST CORNER OF LOT 1, BLOCK I OF STAR RANCH SECTION 7 PHASE 5 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2017016026, OPRWC;

THENCE ALONG THE SOUTH LINE OF SAID 28.458 ACRE TRACT, ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 5 AND ALONG THE NORTH LINE OF SAID STAR RANCH SECTION 7 PHASE 4, THE FOLLOWING SIX (6) COURSES:

1. N86°37'01"W A DISTANCE OF 140.27 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A NON–TANGENT CURVE TO THE LEFT;
2. NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 17.12 FEET, HAVING A RADIUS OF 574.45 FEET, A CENTRAL ANGLE OF 01°42'27" AND A CHORD BEARING N01°16'49"E, 17.12 FEET TO A 1/2" IRON ROD SET;
3. N89°34'25"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
4. S87°08'50"W A DISTANCE OF 546.84 FEET TO A 1/2" IRON ROD SET;
5. S85°19'46"W A DISTANCE OF 173.59 FEET TO A 1/2" IRON ROD SET;
6. S81°54'04"W A DISTANCE OF 159.67 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 28.458 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R594971 AND R594972.

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1. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
2. A TEN–FOOT (10') WIDE PUBLIC UTILITY EASEMENT (P.U.E.) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
3. A FIVE–FOOT (5') WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
6. UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
7. LANDSCAPE AREA (LS) TRACTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA).
8. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH UDC REQUIREMENTS.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. THE MAXIMUM IMPERVIOUS COVER PER THE DRAINAGE REPORT FOR SINGLE FAMILY LOTS IS 45%
11. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE MUNICIPAL UTILITY DISTRICT NO. 22 (M.U.D.) AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE M.U.D. NO. 22 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHALL BE BUILT AT LEAST ONE–FOOT (1') ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
13. ALL DEVELOPMENT SHALL CONFORM TO THE APPLICABLE DEVELOPMENT AGREEMENT.
14. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
15. NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER, 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
16. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
17. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
18. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
19. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
20. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
21. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
22. FIRE LANE STRIPING IS REQUIRED ON ONE SIDE OF THE STREET FOR STREETS 30 FOOT WIDE.

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCE OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS FOUND IN THE TITLE POLICY LISTED IN THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDER COMMITMENT GF NO. 1811691JM, EFFECTIVE DATE AUGUST 10, 2018. THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

STEPHEN R. LAWRENCE — DATE 12/22/2020
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

STAR GOLF DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020028228 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY THE ROADS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 8–10".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22 DAY OF December, 2020

STAR GOLF DEVELOPMENT, INC.

BY: _____
TIMOTHY TIMMERMAN, PRESIDENT
STAR GOLF DEVELOPMENT, INC.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 DAY OF December, 2020

BY: Casandra Jordan
NOTARY PUBLIC, STATE OF TEXAS

CASANDRA JORDAN
My Notary ID # 125209932
Expires February 25, 2025

PRINTED NAME: Casandra Jordan
MY COMMISSION EXPIRES: 2/25/25

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 29 DAY OF NOVEMBER, 2019.

MIKE SNYDER, MAYOR PRO TEM — DATE 1/11/21
HOLLY NAGY — DATE 1/11/21

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 30TH DAY OF DECEMBER, 2020.

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR — DATE 12-30-20

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

ISRAEL RAMIREZ — DATE 12/22/2020
REGISTERED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
BILL GRAVELL JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 29TH DAY OF December, 2020

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, ____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: MAY 1, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836–4793 FAX: (512) 836–4817 F–9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836–4793 FAX: (512) 836–4817 F–10015400

Commissioners Court - Regular Session **27.**

Meeting Date: 02/02/2021

Black History Month 2021

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on declaring February 2021 as Black History Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Black History Month Proclamation 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/27/2021 02:12 PM
Form Started By: Garry Brown		Started On: 01/26/2021 04:31 PM
Final Approval Date: 01/27/2021		

PROCLAMATION

WHEREAS, Black History Month was first celebrated at Kent State University in 1970, but had its roots in 1926, when it was created as Negro History Week by Carter G. Woodson, American author, journalist, and educator, who realized the need for research of American Black History was being ignored, neglected, and misrepresented; and

WHEREAS, Black History is American History; and

WHEREAS, the following list is only a tiny, partial list of Black American firsts:

George Washington Carver
Agricultural scientist, Inventor
1st Black student and faculty member at Iowa State University

Shirley Chisholm
Author, Educator, Politician
1st Black woman elected to the U.S. Congress
1st African American and woman candidate for a major party's nomination for President

Bessie Coleman
Aviator
1st African American (and Native American) woman to hold a pilot license

W.E.B Du Bois
Historian, Sociologist, Author, Civil Rights Activist
1st African American to earn a doctorate at Harvard University

Althea Gibson
Professional Tennis Player and Golfer
1st African American to win a tennis Grand Slam Championship (The French Open)

Kamala Harris
Attorney, Politician
1st African American (and Asian American) and female Vice President of the United States of America

Mae Jemison
Engineer, Physician, Business Leader, NASA Astronaut
1st Black woman to travel into space

Barbara Jordan
Attorney, Educator, Politician
1st African American elected to the Texas Senate after Reconstruction
1st Southern African American woman elected to the U.S. House of Representatives

Thurgood Marshall
Attorney, Civil Rights Activist
1st African American United States Supreme Court Justice

Hattie McDaniel
Actor, Singer-Songwriter, Comedian
1st Black woman to sing on the radio in the United States
1st Black actor to be nominated for, and win, an Oscar

Barack Obama
Attorney, Community Organizer, Politician
1st African American to be President of Harvard Law Review
1st Black President of the United States of America

Debi Thomas
Figure Skater, Physician
1st African American to hold U.S. National titles in ladies' singles figure skating
1st Black athlete to win any medal in the Winter Olympics

Tuskegee Airmen
1st African American military aviators in the United States Armed Forces

Doug Williams
Football Player, Executive, and Coach
1st Black quarterback to start and win a Super Bowl

WHEREAS, the colorful tapestry that is American Black History is interwoven with extraordinary works of Historically Black Colleges and Universities (HBCUs), with nine (9) in the State of Texas alone, and civil rights organizations and the bravery of the Little Rock 9, the Greensboro Sit-Ins, and the Selma to Montgomery Marches while interspersed with horrific actions thrust upon it, like the Tulsa Race Massacre, the 16th Street Baptist church bombing, lynchings, assassinations, and America's original sin, slavery, which this country, this state, and this county are still struggling with today; and

WHEREAS, Black lives, stories, ideas, art, and voices are an integral part of the breadth of the American Experience; and

WHEREAS, Texas Black History can be traced back to 1528 when people of African descent, enslaved and free, were instrumental in the settlement of Spanish Texas;

NOW THEREFORE BE IT RESOLVED, for the first time in its own history, that the Williamson County Commissioners Court proclaim February 2021 Black History Month in Williamson County.

Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **28.**

Meeting Date: 02/02/2021

January 2021 Refunding Bonds

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding Bond Rating results and results of Refunding Bond sale.

Background

Mr. Wegmiller will provide an update to the Commissioners Court regarding the results of the recent Bond Rating Meetings and Refunding Bond Sale. The County issued Limited Tax Refunding Bonds, Series 2021 in the amount of $12,680,000 and Limited Tax Refunding Bonds Taxable, Series 2021 in the amount of $180,760,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/26/2021 12:43 PM
Form Started By: Julie Kiley		Started On: 01/26/2021 12:24 PM
Final Approval Date: 01/26/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 02/02/2021

Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution authorizing the Williamson County District Courts to submit an application for the Family Recovery Court to the Office of the Governor, Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project, designating the County Judge as the official authorized to apply for the grant, and designating the Williamson County Judge, with approval of the Williamson County Commissioner's Court, as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the Office of the Governor.

Background

This agenda item seeks the Court's approval of Williamson County Courts' grant application to the Office of Governor in order to request funding to support creation of the Family Recovery Court. This grant does not require a match. The Court will recall that this we sought this grant in 2020. Unfortunately, due to the COVID-19 pandemic, the Office of Governor did not award any grant funding in this category. The need for this program remains, and so we are submitting this request.

These funds will allow for creation of the Family Recovery Court, a joint effort of the courts hearing Child Protection Cases in Williamson County, presided over by Judge Ryan Larson, Judge Betsy Lambeth, and Judge Brandy Hallford.

The FRC model is a novel approach to addressing child protection cases. Williamson County's Family Recovery Court is an alternative to the traditional processing of Child Protective Services (herein "CPS") cases involving substance abuse. Based on evidence and best practices, the Family Recovery Court will apply a non-adversarial, collaborative approach and utilize a multidisciplinary team including the presiding judge, Department of Family Protective Services (herein "DFPS") , prosecutors, attorney and guardian ad litem, case-managers, treatment providers, and existing community resources, including faith-based providers (herein the "Family Recovery Collaborative Team" -FRCT). The Family Recovery Court will utilize incentives and graduated sanctions to reinforce positive behavior and hold parents and primary caregivers (herein "parents") accountable during their participation in the program.

The Family Recovery Court will focus on cases of abuse or neglect involving parents suffering from substance abuse disorders and any other co-occurring disorders. These cases will focus on families where a removal of the child has occurred. The Family Recovery Court Team will help provide better outcomes for families involved in these cases by providing problem-solving court services to the child and parents. To graduate, participating parents must

demonstrate continuous level of abstinence from drugs and alcohol for a sustainable long-term recovery, satisfy treatment and safety concerns, and demonstrate the establishment of a healthy household for their children.

A key element of this implementation is tracking the effectiveness and the impact of the program. We believe that, supported by the OOG grant, we will prove the effectiveness of the FRC model and make a significant positive impact on families in Williamson County. Our intent is to acquire full financial support for the program through this grant at inception and for as long as OOG Grant Funding may be available.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco FRC Grant Management Form
Speciality Court Grant Announcement
Family Recovery Court Grant Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:17 AM
Form Started By: Ronald Morgan		Started On: 01/28/2021 10:01 AM
Final Approval Date: 01/28/2021		

Grant Title/Project Name:	Williamson County Family Recovery Court
Department:	Williamson County District Courts
Requestor:	Ronald Morgan
Contact Email:	ronald.morgan@wilco.org
Contact Phone Number:	ronald.morgan@wilco.org
Start Date:	10/1/2021
End Date:	9/30/2022
Please select request category:	Personnel
Describe the purpose of the grant in detail to include all requirements.	Williamson County is submitting a grant application to the Office of Governor in order to request funding to support creation of the Family Recovery Court. This grant does not require a match. These funds will allow for creation of the FRC through a novel approach to addressing child protection cases. A key element of this implementation is tracking the effectiveness and the impact of the program. We believe that, supported by the OOG grant, we will prove the effectiveness of the FRC model and make a significant positive impact on families in Williamson County. Our intent is to acquire full financial support for the program through this grant at inception and for as long as OOG Grant Funding may be available. Williamson County's Family Recovery Court is an alternative to the traditional processing of Child Protective Services (herein "CPS") cases involving substance abuse. Based on evidence and best practices, the Family Recovery Court will apply a non-adversarial, collaborative approach and utilize a multidisciplinary team including the presiding judge, Department of Family Protective Services (herein "DFPS")–, prosecutors, attorney and guardian ad litem, case-managers, treatment providers, and existing community resources, including faith-based providers (herein the "Family Recovery Collaborative Team" -FRCT). The Family Recovery Court will utilize incentives and graduated sanctions to reinforce positive behavior and hold parents and primary caregivers (herein "parents") accountable during their participation in the program. The Family Recovery Court will focus on cases of abuse or neglect involving parents suffering from substance abuse disorders and any other co-occurring disorders. These cases will focus on families where a removal of the child has occurred. The Family Recovery Court Team will help provide better outcomes for families involved in these cases by providing problem-solving court services to the child and parents. To graduate, participating parents must demonstrate continuous level of abstinence from drugs and alcohol for a sustainable long-term recovery, satisfy treatment and safety concerns, and demonstrate the establishment of a healthy household for their children.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$201,118.02
Please provide a breakdown of the total cost above.	Personnel Costs: $92,382.50 (.5 FTE Court Coordinator, 1 FTE Case Manager) Contract and Professional Services: $95,600 (Inpatient Substance Abuse Treatment, Contract Residential Services, Transportation Services, Alcohol and Substance Abuse Monitoring) Travel and Training: $5,981.52 (Team attendance at Texas Association of Specialty Courts Training) Equipment: $4,320 (FF&E for above personnel)

	Supplies and Operating Expenses: $2,834 (Office Supplies, Software Licenses)
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:	Full Time
Where will this position office?	Justice Center
Who will this position report to?	Director of District Court Administration
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	2 Positions 1. Specialty Court Administrator *(this position is proposed to be funded 50% through this grant and 50% through the Mental Health Speciality Court Grant, thus the percentages total to 50%)* ◦ Develop and administer program guidelines, policies and procedures; (10%) ◦ Schedules court hearings and staffings (10%)

	◦ Serves as point of contact for coordination between collaborative team members, including Court, County Attorney's Office, appointed counsel, treatment providers, and other service providers; (10%) ◦ Prepares and disseminates information on participant progress project team staffings, court proceedings and graduations; (10%) ◦ coordinates with Auditor's office to prepare required grant reports, compiles statistics, monitors grant budgets and grant compliance. (10%) 2. Case Manager ◦ Provides person-centered care coordination and case management services; (30%) ◦ Gathers, organizes, and shares information appropriately with legal stakeholders and project team to ensure coordination and continuity of care; (10%) ◦ Facilities participant success by linking them with appropriate services to address substance abuse needs and reduce risk of future involvement in CPS system; (20%) ◦ Meets regularly with program participants in office and/or at their homes; (20%) ◦ Increases participants awareness and participation in community supports; (20%)
Will this position take over tasks from current County employee?	Yes
If yes, please explain the impact to current employee.	Currently, the Specialty Court Coordinator duties are being performed as an "additional duties as assigned" by the Office Administrator for the District Courts, diverting her attention from her primary tasks. In order for this program to function at full capacity, it is necessary to have a dedicated resource to perform the duties of Speciality Court Coordinator. Additional program support and coordination is provided by the Director of District Court Administration. The Case Manager duties are not currently performed.
How will this position be funded when the grant ends?	We will continue to seek grant funding for the continuation of this program, however should we not receive grant funds, we would request County support.
Does this position or a similar position currently exist within the department?	No
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).	The program is unique in Williamson County and we have attempted to reduce the position request to an absolute minimum through leveraging partnerships with other team members and community entities. The workload for both positions sought are both "personal-contact" in nature, and so there are no technological alternatives. We have worked to utilize existing staff in order to provide the services that these two positions are desgined to fill, however they are capacity limited and we are unable to fully implement the program without the staff requested.
Describe how workload will be accomplished/re-allocated should grant not be approved.	The status quo, program support and coordination as provided by the Office Administrator and the Director of District Court Administration will have to continue, and we will investigate the availability of other funding streams to support the program.While we are attempting to build the program at present with highly limited resources, we would be unable to expand and fully implement the program without the grant support.

List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	Equipment related to added personnel (computers, office furnishings) and funds to support program operations (drug testing equipment, alcohol monitoring equipment, treatment resources) will be required, and this is outlined above.
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?	There will be grant reporting requirements through the Auditor's Office, and other internal departments participating in this program include: County Attorney's Office, District Court Administration, and the 425th District Court, 395th District Court, and County Court at Law #1. All of these courts are committed to working to develop this program in order to improve the provision of services and the successful conclusion of CPS cases in Williamson County.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	69
Version	11.0
Attachments	False
Created	1/27/2021 7:22 AM

Created By	Ronald Morgan
Modified	1/27/2021 9:12 PM
Modified By	Ronald Morgan

Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Specialty Courts Grant Program, FY2022***

Purpose

The purpose of this announcement is to solicit applications for specialty court programs as defined in Chapters 121 through 129 of the Texas Government Code as well as the continuation of a training and technical assistance resource center.

Available Funding

State funds are authorized under the Texas General Appropriations Act, Article I, Rider 12 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by county governments affiliated with a specialty court authorized under Chapters 121 through 129 of the Texas Government Code. Applications may also be submitted by a public institution of higher education for the continuation of a training and technical assistance resource center.

Counties seeking to establish a new specialty court program are eligible to apply but must meet registration requirements, as defined in 121.002 Texas Government Code, within 30 days of award. Existing specialty court programs that do not currently receive CJD funding are also eligible to apply but must annotate in their application how the additional funds will expand the program beyond its current capacity. Priority for applications received from new applicants may be given to courts operating in jurisdictions without a currently operational court or based on demonstrated need.

All adult drug court programs should be able to demonstrate substantial implementation of Vol. I & II of the Adult Drug Court Best Practice Standards as adopted by the Texas Judicial Council (TJC).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

Note: Special application procedures apply to this program. See the *Special Application Procedures* Addendum for more information.

Key Dates

Action	Date
Funding Announcement Release	12/14/2020
Online System Opening Date	12/14/2020
Final Date to Submit and Certify an Application	02/11/2021 at 5:00 PM CST
Earliest Project Start Date	09/01/2021

Project Period

Projects must begin on or after 09/01/2021 and may not exceed a 12-month project period.

Funding Levels

Minimum: $10,000

Maximum: Current grantees may not exceed most recent year's award amount.

Match Requirement: There is no match requirement under this program.

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities

Funding may be used to support the following types of specialty court programs:

1. Adult Drug Court;
2. Family Drug Court;
3. Veterans Treatment Court;
4. Mental Health Court;
5. Juvenile Specialty Court;
6. Commercially Sexually Exploited Persons Court; and
7. Public Safety Employees Treatment Court;

Funding may also be used to provide training, professional development, and/or technical assistance in furtherance of the Specialty Courts Resource Center operated through a public institution of higher education.

Program-Specific Requirements

Risk Assessment Tools

Grantees are required to perform the full, felony-level TRAS (Texas Risk Assessment Score) assessment on each participant enrolled during the project period. Sub-section scores must be recorded and reported in the annual progress reports. Grantees must also include the TRAS scores for all adult participants (including those in pre-adjudication court programs) in their regular reports to the Criminal Justice Assistance Division (CJAD) of the Texas Department of Criminal Justice, as directed by CJAD.

The TRAS is not applicable to family reunification courts, courts dealing with adults without pending criminal charges, and juvenile courts. Juvenile courts are required to perform the PACT risk assessment as mandated by the Texas Juvenile Justice Department.

Registration Requirements

The court program must meet all requirements in the Texas Government Code, Section 121.002, which include:

1. Written notice of the program;
2. Any resolution or other official declaration under which the program was established; and
3. A copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program.

For more information on how to register please contact the Office of Court Administration at: SpecialtyCourts@txcourts.gov.

Judge Requirements

The presiding judge of a drug court must be an active judge holding elective office, an associate judge, a magistrate, or a retired judge available as a sitting judge.

Participation in Training and Technical Assistance Program

Grantees are required to participate in activities under the Specialty Courts Resource Center (SCRC) operated by Sam Houston State University and funded by PSO. Information about services and resources provided by SCRC can be accessed at http://txspecialtycourts.org/.

Adult Drug Court Best Practice Standards

The Texas Judicial Council unanimously approved the National Association of Drug Court professionals (NADCP) Adult Drug Court Best Practices Standards (Volumes I & II) as the best practices for adult drug court programs. All adult drug court programs must have substantially implemented best practice standards.

Family Drug Court Best Practice Standards

The Texas Judicial Council unanimously approved the National Association of Drug Court professionals (NADCP) Family Treatment Court Best Practices Standards as the best practices for family drug court programs. All family drug court programs must make strides towards implementing these best practice standards by August 31, 2021.

Eligibility Requirements

1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions

within five business days to the Criminal Justice Information System at the Department of Public Safety.

2. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.
3. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.
4. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).
5. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;

4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
5. Legal assistance;
6. Judges; and
7. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

Peer/Merit Review: The Office of the Governor will convene a panel, to include the Specialty Courts Advisory Council (SCAC), to review and score applications in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the Office of the Governor. For adult drug courts (including alcohol/DWI courts), adherence to the *Adult Drug Court Best Practice Standards* will be an important factor in decisions. PSO will generally not fund projects that serve primarily low-risk participants, as determined by a TRAS assessment.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below are special instructions related to required information that must be included in your Specialty Court Program Narrative. These instructions are not contained on eGrants, so applicants must review the instructions below. Failure to provide the information requested may result in an application being deemed ineligible for funding.

Applicants must describe how their court program is meeting/fulfilling the applicable Essential Characteristics as defined in Chapter 122-126, and 129 of the Texas Government Code.

Family Drug Courts

Project Approach & Activities:

- The integration of substance abuse treatment services in the processing of civil cases in the child welfare system with the goal of family reunification.
- the use of a comprehensive case management approach involving Department of Family and Protective Services caseworkers, court-appointed case managers, and court-appointed special advocates to rehabilitate a parent who has had a child removed from the parent's care by the department because of suspected child abuse or neglect and who is suspected of substance abuse.
- A progressive treatment approach with specific requirements that a parent must meet to advance to the next phase of the program.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities: In addition to the Essential Characteristics listed below, applicants must provide all members and their respective roles on the court team.

- Comprehensive substance abuse needs assessment and referral to an appropriate substance abuse treatment agency.
- Monitoring of abstinence through periodic alcohol or other drug testing.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible parents who volunteer to participate in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Drug Courts

Project Approach & Activities:

- The integration of alcohol and other drug treatment services in the processing of cases in the judicial system.

- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.
- Monitoring of abstinence through weekly alcohol and other drug testing.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Veterans Treatment Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to a continuum of alcohol, controlled substance, mental health, and other related treatment and rehabilitative services.
- Careful monitoring of treatment and services provided to program participants.
- Development of partnerships with public agencies and community organizations, including the United States Department of Veterans Affairs.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

- Inclusion of a participant's family members who agree to be involved in the treatment and services provided to the participant under the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Mental Health Courts

Project Approach & Activities:

- The integration of mental illness treatment services and mental retardation services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- Diversion of potentially mentally ill or mentally retarded defendants to needed services as an alternative to subjecting those defendants to the criminal justice system.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to mental illness treatment services.
- Development of partnerships with public agencies and community organizations, including local mental health authorities (LMHA).

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Commercially Sexually Exploited Persons Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety, to reduce the demand for the commercial sex trade and trafficking of persons by educating offenders, and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participant compliance.

Capacity & Capabilities:

- Access to information, counseling, and services relating to sex addiction, sexually transmitted diseases, mental health, and substance abuse.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Public Safety Employees Treatment Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- access to a continuum of alcohol, controlled substance, mental health, and other related treatment and rehabilitative services
- Careful monitoring of treatment and services provided to program participants.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.
- Inclusion of a participant's family members who agree to be involved in the treatment and services provided to the participant under the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

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

That on the 2nd day of February 2021 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

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

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Family Recovery Court be operated for the 2021/2022 year; and

WHEREAS, there is not a required match for the funding announcement: Specialty Courts Grant Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the Williamson County Family Recovery Court to the Office of the Governor.

_____

Bill Gravell Jr., – County Judge
Passed and approved on the 2nd day of February 2021
Grant Number: 4267101

Commissioners Court - Regular Session **30.**

Meeting Date: 02/02/2021

Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution authorizing the Williamson County District Courts to submit an application for the Felony Mental Health Court to the Office of the Governor, Public Safety Office (PSO) for a Specialty Court Grant Program, FY2022 Project, designating the County Judge as the official authorized to apply for the grant, and designating the Williamson County Judge, with approval of the Williamson County Commissioner's Court, as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the Office of the Governor.

Background

This agenda item seeks the Court's approval of Williamson County District Courts' grant application to the Office of the Governor, Criminal Justice Division, to help support the implementation of a Felony Mental Health Court. This grant does not require a match. The Court will recall that we sought this grant in 2020. Unfortunately, due to the COVID-19 pandemic, the Office of Governor did not award any grant funding in this category. The need for this program is greater than ever, and so we are again submitting this request.

The Felony Mental Health Court, which will be presided over by the Honorable Donna King, seeks to:

1. reduce recidivism,
2. enhance public safety,
3. improve the quality of life of individuals with a mental illness involved in the criminal justice system, and
4. more effectively utilize government allocated funding to reduce future costs.

This court will help address the cyclical issue of mentally ill individuals that face felony charges, an issue that has only been exacerbated throughout the COVID-19 pandemic. While the courts in Williamson County have remained open and conduct many proceedings via virtual platforms, operating in a pandemic with the current level of staffing has hampered the courts' ability to pursue meaningful alternatives for this target population. As a result, the need for the resources to support this court is significant and immediate. The court will utilize a swift identification process for qualifying participants and match them with mental health and substance abuse programs and services. Each participant will receive an individualized treatment plan utilizing risk assessments, historical data and other available tools and information to determine the risks and needs of participants. Participants will have regular contacts with case manager, providers and court/judge to ensure program compliance and promote behavioral changes that will reduce future criminal activity and incarceration. The program will use best practices, the research-based recovery model, monitoring and

supervision to promote successful outcomes. Data will be collected and monitored to prove program effectiveness.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Felony Mental Health Court Resolution
Wilco FMH Court Grant Management Form
Specialty Court Grant Announcement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:20 AM
Form Started By: Ronald Morgan		Started On: 01/28/2021 10:32 AM
Final Approval Date: 01/28/2021		

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

That on the 2nd day of February 2021 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

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

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Felony Mental Health Court be operated for the 2020/2021 year; and

WHEREAS, there is not a required match for the funding announcement: Specialty Courts Grant Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the Williamson County Felony Mental Health Court to the Office of the Governor.

_____

Bill Gravell Jr., – County Judge
Passed and approved on the 2nd day of February 2021
Grant Number: 4272801

Grant Title/Project Name:	Williamson County Felony Mental Health Court
Department:	Williamson County District Courts
Requestor:	Ronald Morgan
Contact Email:	ronald.morgan@wilco.org
Contact Phone Number:	ronald.morgan@wilco.org
Start Date:	10/1/2021
End Date:	9/30/2022
Please select request category:	Personnel
Describe the purpose of the grant in detail to include all requirements.	Williamson County is requesting grant funding from the Office of the Governor, Criminal Justice Division, to help support the implementation of a Felony Mental Health Court, which will seek to: 1) reduce recidivism, 2) enhance public safety, 3) improve the quality of life of individuals with a mental illness involved in the criminal justice system, and 4) more effectively utilize government allocated funding to reduce future costs. This court will help address the cyclical issue of mentally ill individuals that face felony charges, an issue that has only been exacerbated throughout th eCOVID-19 pandemic. While the courts in Williamson County have remained open and conduct many proceedings via virtual platforms, operating in a pandemic with the current level of staffing has hampered the courts' ability to pursue meaningful alternatives for this target population. As a result, the need for the resources to support this court is significant and immediate. The court will utilize a swift identification process for qualifying participants and match them with mental health and substance abuse programs and services. Each participant will receive an individualized treatment plan utilizing risk assessments, historical data and other available tools and information to determine the risks and needs of participants. Participants will have regular contacts with case manager, providers and court/judge to ensure program compliance and promote behavioral changes that will reduce future criminal activity and incarceration. The program will use best practices, the research-based recovery model, monitoring and supervision to promote successful outcomes. Data will be collected and monitored to prove program effectiveness.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$155,892.00
Please provide a breakdown of the total cost above.	Personnel Costs: $92,382.50 (.5 FTE Court Coordinator, 1 FTE Case Manager) Contract and Professional Services: $50,080 (Inpatient Substance Abuse Treatment, Mental Health Treatment and Crisis Care, Transportation Services, Alcohol and Substance Abuse Monitoring) Travel and Training: $5,981.52 (Team attendance at Texas Association of Specialty Courts Training) Equipment: $4,320 (FF&E for above personnel)

	Supplies and Operating Expenses: $3,128 (Office Supplies, Software Licenses)
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:	Full Time
Where will this position office?	Justice Center
Who will this position report to?	Director of District Court Administration

What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	**2 Positions**
	1. Specialty Court Administrator *(this position is proposed to be funded 50% through this grant and 50% through the Mental Health Specialty Court Grant, thus the percentages total to 50%)*
	  ◦ Develop and administer program guidelines, policies and procedures; (10%)
	  ◦ Schedules court hearings and staffings (10%)

	◦ Prepares and disseminates information on participant progress project team staffings, court proceedings and graduations; (10%) ◦ Serves as point of contact for coordination between collaborative team members, including Court, County Attorney's Office, appointed counsel, treatment providers, and other service providers; (10%) ◦ Coordinates with Auditor's office to prepare required grant reports, compiles statistics, monitors grant budgets and grant compliance. (10%) 2. Case Manager ◦ Provides care coordination and case management services; (20%) ◦ Provides communication with legal stakeholders and other communty service providers; (20%) ◦ Gathers, organizes, and shares information with team to ensure coordination and continuity of care; (20%) ◦ Works with Mental Health Court partners to ensure that participants receive appropriate psychosocial rehabilitative services to stabilize mental health symptoms, target substance use treatment needs, and reduce risk of recidivism; (20%) ◦ Works to increase participants awareness of and participation in community supports. (20%)
Will this position take over tasks from current County employee?	Yes
If yes, please explain the impact to current employee.	Currently, the Specialty Court Coordinator duties are being performed as an "additional duties as assigned" by the Office Administrator for the District Courts, diverting her attention from her primary tasks. In order for this program to function at full capacity, it is necessary to have a dedicated resource to perform the duties of Speciality Court Coordinator. Additional program support and coordination is provided by the Director of District Court Administration. The Case Manager duties are not currently performed.
How will this position be funded when the grant ends?	We will continue to seek grant funding, however should we not receive grant funds, we would request County support.
Does this position or a similar position currently exist within the department?	No
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).	The program is unique in Williamson County and we have attempted to reduce the position request to an absolute minimum through leveraging partnerships with other team members and community entities.
Describe how workload will be accomplished/re-allocated should grant not be approved.	The status quo, program support and coordination as provided by the Office Administrator and the Director of District Court Administration will have to continue, and we will investigate the availability of other funding streams to support the program. While we are attempting to build the program at present with highly limited resources, we would be unable to expan and fully implement the program without the grant support.
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	Equipment related to added personnel (computers, office furnishings) and funds to support program operations (drug testing equipment, alcohol monitoring equipment, treatment resources etc.) will be required, and this is outlined above.
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?	There will be grant reporting requirements through the Auditor's Office, and other internal departments participating in this program include: District Attorney's Office, District Court Administration, and the 26th District Court. They are committed to working together to develop this program in order to improve the quality of life for justice-involved individuals with mental illness, all in an effort to enhance public safety in Williamson County.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	68
Version	11.0
Attachments	False
Created	1/25/2021 4:03 PM
Created By	Ronald Morgan
Modified	1/27/2021 9:24 PM
Modified By	Ronald Morgan

Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Specialty Courts Grant Program, FY2022***

Purpose

The purpose of this announcement is to solicit applications for specialty court programs as defined in Chapters 121 through 129 of the Texas Government Code as well as the continuation of a training and technical assistance resource center.

Available Funding

State funds are authorized under the Texas General Appropriations Act, Article I, Rider 12 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by county governments affiliated with a specialty court authorized under Chapters 121 through 129 of the Texas Government Code. Applications may also be submitted by a public institution of higher education for the continuation of a training and technical assistance resource center.

Counties seeking to establish a new specialty court program are eligible to apply but must meet registration requirements, as defined in 121.002 Texas Government Code, within 30 days of award. Existing specialty court programs that do not currently receive CJD funding are also eligible to apply but must annotate in their application how the additional funds will expand the program beyond its current capacity. Priority for applications received from new applicants may be given to courts operating in jurisdictions without a currently operational court or based on demonstrated need.

All adult drug court programs should be able to demonstrate substantial implementation of Vol. I & II of the Adult Drug Court Best Practice Standards as adopted by the Texas Judicial Council (TJC).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

Note: Special application procedures apply to this program. See the *Special Application Procedures* Addendum for more information.

Key Dates

Action	Date
Funding Announcement Release	12/14/2020
Online System Opening Date	12/14/2020
Final Date to Submit and Certify an Application	02/11/2021 at 5:00 PM CST
Earliest Project Start Date	09/01/2021

Project Period

Projects must begin on or after 09/01/2021 and may not exceed a 12-month project period.

Funding Levels

Minimum: $10,000

Maximum: Current grantees may not exceed most recent year's award amount.

Match Requirement: There is no match requirement under this program.

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities

Funding may be used to support the following types of specialty court programs:

1. Adult Drug Court;
2. Family Drug Court;
3. Veterans Treatment Court;
4. Mental Health Court;
5. Juvenile Specialty Court;
6. Commercially Sexually Exploited Persons Court; and
7. Public Safety Employees Treatment Court;

Funding may also be used to provide training, professional development, and/or technical assistance in furtherance of the Specialty Courts Resource Center operated through a public institution of higher education.

Program-Specific Requirements

Risk Assessment Tools

Grantees are required to perform the full, felony-level TRAS (Texas Risk Assessment Score) assessment on each participant enrolled during the project period. Sub-section scores must be recorded and reported in the annual progress reports. Grantees must also include the TRAS scores for all adult participants (including those in pre-adjudication court programs) in their regular reports to the Criminal Justice Assistance Division (CJAD) of the Texas Department of Criminal Justice, as directed by CJAD.

The TRAS is not applicable to family reunification courts, courts dealing with adults without pending criminal charges, and juvenile courts. Juvenile courts are required to perform the PACT risk assessment as mandated by the Texas Juvenile Justice Department.

Registration Requirements

The court program must meet all requirements in the Texas Government Code, Section 121.002, which include:

1. Written notice of the program;
2. Any resolution or other official declaration under which the program was established; and
3. A copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program.

For more information on how to register please contact the Office of Court Administration at: SpecialtyCourts@txcourts.gov.

Judge Requirements

The presiding judge of a drug court must be an active judge holding elective office, an associate judge, a magistrate, or a retired judge available as a sitting judge.

Participation in Training and Technical Assistance Program

Grantees are required to participate in activities under the Specialty Courts Resource Center (SCRC) operated by Sam Houston State University and funded by PSO. Information about services and resources provided by SCRC can be accessed at http://txspecialtycourts.org/.

Adult Drug Court Best Practice Standards

The Texas Judicial Council unanimously approved the National Association of Drug Court professionals (NADCP) Adult Drug Court Best Practices Standards (Volumes I & II) as the best practices for adult drug court programs. All adult drug court programs must have substantially implemented best practice standards.

Family Drug Court Best Practice Standards

The Texas Judicial Council unanimously approved the National Association of Drug Court professionals (NADCP) Family Treatment Court Best Practices Standards as the best practices for family drug court programs. All family drug court programs must make strides towards implementing these best practice standards by August 31, 2021.

Eligibility Requirements

1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions

within five business days to the Criminal Justice Information System at the Department of Public Safety.

2. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.
3. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.
4. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).
5. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;

4. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
5. Legal assistance;
6. Judges; and
7. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

Peer/Merit Review: The Office of the Governor will convene a panel, to include the Specialty Courts Advisory Council (SCAC), to review and score applications in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the Office of the Governor. For adult drug courts (including alcohol/DWI courts), adherence to the *Adult Drug Court Best Practice Standards* will be an important factor in decisions. PSO will generally not fund projects that serve primarily low-risk participants, as determined by a TRAS assessment.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below are special instructions related to required information that must be included in your Specialty Court Program Narrative. These instructions are not contained on eGrants, so applicants must review the instructions below. Failure to provide the information requested may result in an application being deemed ineligible for funding.

Applicants must describe how their court program is meeting/fulfilling the applicable Essential Characteristics as defined in Chapter 122-126, and 129 of the Texas Government Code.

Family Drug Courts

Project Approach & Activities:

- The integration of substance abuse treatment services in the processing of civil cases in the child welfare system with the goal of family reunification.
- the use of a comprehensive case management approach involving Department of Family and Protective Services caseworkers, court-appointed case managers, and court-appointed special advocates to rehabilitate a parent who has had a child removed from the parent's care by the department because of suspected child abuse or neglect and who is suspected of substance abuse.
- A progressive treatment approach with specific requirements that a parent must meet to advance to the next phase of the program.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities: In addition to the Essential Characteristics listed below, applicants must provide all members and their respective roles on the court team.

- Comprehensive substance abuse needs assessment and referral to an appropriate substance abuse treatment agency.
- Monitoring of abstinence through periodic alcohol or other drug testing.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible parents who volunteer to participate in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Drug Courts

Project Approach & Activities:

- The integration of alcohol and other drug treatment services in the processing of cases in the judicial system.

- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.
- Monitoring of abstinence through weekly alcohol and other drug testing.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Veterans Treatment Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to a continuum of alcohol, controlled substance, mental health, and other related treatment and rehabilitative services.
- Careful monitoring of treatment and services provided to program participants.
- Development of partnerships with public agencies and community organizations, including the United States Department of Veterans Affairs.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

- Inclusion of a participant's family members who agree to be involved in the treatment and services provided to the participant under the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Mental Health Courts

Project Approach & Activities:

- The integration of mental illness treatment services and mental retardation services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- Diversion of potentially mentally ill or mentally retarded defendants to needed services as an alternative to subjecting those defendants to the criminal justice system.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- Access to mental illness treatment services.
- Development of partnerships with public agencies and community organizations, including local mental health authorities (LMHA).

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Commercially Sexually Exploited Persons Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety, to reduce the demand for the commercial sex trade and trafficking of persons by educating offenders, and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participant compliance.

Capacity & Capabilities:

- Access to information, counseling, and services relating to sex addiction, sexually transmitted diseases, mental health, and substance abuse.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Public Safety Employees Treatment Courts

Project Approach & Activities:

- The integration of services in the processing of cases in the judicial system.
- The use of a nonadversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
- A coordinated strategy to govern program responses to participants' compliance.
- Ongoing judicial interaction with program participants.

Capacity & Capabilities:

- access to a continuum of alcohol, controlled substance, mental health, and other related treatment and rehabilitative services
- Careful monitoring of treatment and services provided to program participants.
- Development of partnerships with public agencies and community organizations.

Performance Management:

- Monitoring and evaluation of program goals and effectiveness.

Target Group:

- Early identification and prompt placement of eligible participants in the program.
- Inclusion of a participant's family members who agree to be involved in the treatment and services provided to the participant under the program.

Evidence-Based practices:

- Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Commissioners Court - Regular Session **31.**

Meeting Date: 02/02/2021

Alternate Funding for CDBG PCN 0393

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Dept. 409 (Non-Departmental) budget and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The reason for the payment in excess of the budgeted amount (increase of $17,649.72) is due to current federal CDBG funding approval expiring Jan. 22, 2021. The request is to add funding for up to sixty days to cover payroll costs. The payment will be made through the regular payroll process using general fund, non-departmental dollars. Once the annual plan is approved, the Auditor's office has verified with the federal government the funds used will be reimbursed and placed into the line items originally expensed. The public purpose served is providing the services necessary for continuity in the numerous ongoing projects and citizens served through CDBG funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/27/2021 02:14 PM
Form Started By: Ashlie Koenig		Started On: 01/27/2021 01:02 PM
Final Approval Date: 01/27/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 02/02/2021

Request to occupy Room 115 at Jester Annex for Patrol Division

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on allowing the Williamson County Sheriff's Office Patrol Division to occupy Room 115 at the Jester Annex located at 1801 E. Old Settlers Blvd., Round Rock.

Background

The Sheriff's Office respectfully request for consideration the use of Room 115 formerly the State Representative space to accommodate the Patrol Division and allow the CIT Division to occupy the office area at the EMS Satellite Office currently being used by the Patrol Division in Round Rock.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/27/2021 05:54 PM
Form Started By: Starla Hall		Started On: 01/27/2021 02:25 PM
Final Approval Date: 01/27/2021		

Commissioners Court - Regular Session **33.**

Meeting Date: 02/02/2021

Williamson County Public Integrity Unit (PIU)

Submitted For: Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Sheriff's Office request to create a Public Integrity Unit that will partner with the District Attorney's Office. To accomplish creation of the Public Integrity Unit the Sheriff's Office requests to reclassify two Sheriff's Office positions PCN# 1345.001105, and PCN# 1351.001105, to a DA Prosecutor III (Public Integrity) position.

Background

See attached documentation for details (2 attachments for review)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PIU

DA Felony Prosecutor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:11 AM

Form Started By: Tammy Alexander Started On: 01/28/2021 08:45 AM

Final Approval Date: 01/28/2021

In the last several years speaking to Community Members and more recently Williamson County District Attorney Shawn Dick, I have become increasingly aware of the need for a Williamson County Public Integrity Unit.

This Unit will be comprised of Investigators from the Sheriff's Office Special Investigative Unit (SIU). This Unit is comprised of FTE and Reserve Deputies.

Upon taking Office I received several cases from the District Attorney's Office in reference to, employees, former employees, and such, alleging crimes or misconduct. We also discussed cases involving public officials from various cities, school boards, MUD districts, and HOA's. The District Attorney's Office cannot investigate these allegations, due to losing their "Immunity "in the Court system if they are operating as a police entity.

The Sheriff's Office is requesting to partner with the District Attorney's Office in this new Unit by reclassifying two Sheriff's Office positions being vacated by the newly formed Round Rock ISD Police Department. The two positions are PCN #'s 1345.001105 and 1351.001105. The reclass will be for an Assistant District Attorney specializing in Public Integrity Investigations, preparing search warrants for the unit, and guidance for the unit in specific case preparation.

We have been working with Human Resources on this project and ask for approval by the Commissioners Court to move forward with it. If approved, we can schedule for a Public Hearing and then move forward with the proposed PCN funding.

Thank you for your consideration in this matter.

Regards

Mike Gleason

Williamson County Sheriff.

Williamson County Job Description

DISTRICT ATTORNEY'S OFFICE

Job Title: DA Felony Prosecutor III (Public Integrity) **FLSA: EXEMPT** **Pay Grade: B-39** **Effective Date: 3/2021**

JOB SUMMARY:

The DA Felony Prosecutor III (Public Integrity) performs supervisory and specialized professional legal work to ensure the proper investigation and, when appropriate, the prosecution of criminal offenses committed by Public Servants. Work involves assisting and advising law enforcement personnel in the investigation and filing of Official Misconduct and Civil Rights cases and managing all aspects of prosecuting the Official Misconduct and Civil Rights charges filed with the Williamson County District Attorney's Office. The DA Felony Prosecutor III (Public Integrity) is a critical part of maintaining the public's trust in government by ensuring public servants perform their duties in a lawful and ethical manner and all individuals are treated fairly under the law.

DUTIES AND RESPONSIBILITES:

- Responsible for assisting law enforcement personnel in Official Misconduct and Civil Rights investigations and providing legal counsel regarding the filing of appropriate charges.
- Drafts search and arrest warrants (24 hours per day, 7 days per week) for Official Misconduct and Civil Rights cases.
- Reviews newly filed Official Misconduct and Civil Rights charges to determine quality and depth of investigation, completeness of case file, and supervises the intake and presentation to Grand Jury for Indictment, and/or disposition.
- Evaluates Official Misconduct and Civil Rights cases and determines appropriateness of plea agreements, trial, or other disposition, conducting necessary legal research, conferring with parties involved including victims and law enforcement personnel, consulting supervisor, and advises and negotiates resolutions with defense attorneys.
- Supervises, assists and trains subordinate attorneys in all aspects of evaluating and prosecuting Official Misconduct and Civil Rights cases for plea or jury and non-jury trial, prioritizing and directing tasks, overseeing work activities, and ensuring that case dispositions are appropriate and consistent with office policies and procedures.
- Performs advanced legal work and serves as lead counsel in Grand Jury presentations and trials of Official Misconduct and Civil Rights prosecutions. Work includes conferring with law enforcement, victims, and judicial personnel, performing legal research, directing DA Investigator in gathering records, locating and interviewing witnesses, reviewing and evaluating case files and evidence, preparing complex cases for presentation to Grand Jury, trial, or other disposition, providing discovery, and advising and negotiating with defense attorneys.
- Confers with Judicial Personnel on settings for pre-indictment cases, indicted cases, pre-trial settings, non-jury settings, jury trial settings, motions to revoke or adjudicate, and conducts other pre-trial and post-trial motions and/or hearings. Handles negotiated pleas in court, prepares necessary paperwork, and confers with court and probation personnel

as appropriate.

- Coordinates, prepares and presents training on the effective investigation and prosecution of Official Misconduct and Civil Rights offenses to law enforcement, and other individuals involved in investigating and prosecuting Official Misconduct and Civil Rights cases.
- Other duties as assigned by the Williamson County District Attorney.

MINIMUM QUALIFICATIONS:

- A Juris Doctor from an accredited law school and a license to practice law in the State of Texas.
- Eight (8) years licensed attorney work experience in diverse criminal matters, including five (5) years' experience in prosecuting felony offenses with emphasis on prosecution of Official Misconduct and Civil Rights cases; or an equivalent combination of education, experience and training.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Criminal law and procedure, including constitutional and statutory law.
- Legal research and investigative methodology, judicial procedure, and Rules of Evidence.
- Ethical guidelines as outlined by professional standards and federal, State, and local laws, rules, and regulations.
- Methods and practices of pleading cases and of effective techniques for presentation of cases in court or to effectively present facts and precedents orally and in writing in law related matters.
- Policies, practices, procedures and legal terminology related to court system.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skills in:

- Problem-solving and decision-making.
- High degree of skill in case evaluation and advocacy.
- Expertise in the trial of felony criminal cases.
- Analyzing and appraising facts, policies, procedures and legal precedents in area of specialty.
- Both verbal and written communication skills, including presentations.

Ability to:

- Work effectively with co-workers, employees, and management in a pleasant, professional manner.

- Analyze and appraise facts, procedures, and legal precedents affecting complex court cases in area of Official Misconduct and Civil Rights cases.
- Conduct legal research and analysis, both manually and electronically.
- Present facts, precedents and arguments orally and in writing and apply negotiation skills.
- Communicate effectively, both orally and in writing.
- Work independently and efficiently.
- Manage time well, perform multiple tasks and organize diverse activities.
- Work well under pressure in a high-volume office, produce accurate work, maintain strict confidentiality, and meet established deadlines.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, and the general public.

PREFERRED REQUIREMENTS:

- Board Certification or desire to seek Board Certification in Criminal Law

IRREGULAR HOURS:

- N/A Exempt.

PHYSICAL DEMANDS:

- Sitting at a desk or other workstation, standing, stooping walking, bending, or crouching.
- Occasionally lifts light and heavy objects.
- Random stressful and confrontational situations with the public and defendants.
- Occasionally responds to late night callouts requiring performance with few hours or no sleep.
- Some travel required.

ENVIRONMENTAL FACTORS:

- Work is primarily indoors, with HVAC system.
- Contact with public and law enforcement agencies.
- Contact with defendants accused of felony offenses.

ORGANIZATION RELATIONSHIPS:

- Reports directly to the First Assistant District Attorney.
- Direct Reports – none.

SIGNATURES – REVIEW AND COMMENT

I have written/reviewed this job analysis and find it to be an accurate description of the demands of the job.

	Signature of Employee	Date
Shawn Dick – District Attorney Elected Official	Signature of Elected Official	Date

COMMENTS:
These statements are intended to describe the general nature and level of work being performed by this employee. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.

Commissioners Court - Regular Session **34.**

Meeting Date: 02/02/2021

Purchase of Vehicles for Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes in the amount of $192,776.00 from Holiday Chevrolet per Tarrant County Cooperative Contract #2019-181 to support the operations of Williamson County Sheriff's Office.

Background

This purchase is for the Williamson County Sheriff's Office. See attached quote for vehicle specifications; quote includes upfitting, delivery and installation. Funding from General Fund 01.0100.0560.005700 as approved in FY21 Budget. Department contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:48 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:55 AM
Form Started By: Laura Zavala		Started On: 01/27/2021 03:01 PM
Final Approval Date: 01/28/2021		

PR#124921

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2020 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014). Holiday Chevrolet 1009 Highway 82 West Whitesboro, TX 76273 Vehicles sold for $30,644.00 each		4	30,644.00	122,576.00
4 - Slick Top CID Units GBA - Color of Vehicle - Black 5T5 - Rear Seat V76 - Recovery Hooks				
Vin #'s SVM-LR301768 - 18751-1 - Tech - SVM-LR301305 - 18751-2 - Tech - SVM-LR301322 - 18751-3 - Tech - SVM-LR302524 - 18751-4 - Tech -				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) - Make Payment to Holiday Chevrolet				
Customer PO # Total Amount due is $192,776.00 - Make Payment to Holiday Chevrolet				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Hillary McCoy 710 S. Main St., Suite 301 Georgetown, Texas 78626				
For Payment Email Invoice only to: SO-AP@wilco.org				
Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100				
Per Micah on 06/18/19				
Ship paperwork to: Kevin Teller - Fleet Director c/o Williamson Co TX SO 3151 SE Inner Loop-Suite B Georgetown, TX 78626 512-943-3368				
Williamson Co TX SO - WO # 18751 - Work Order				
Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced				
No Paint or Graphics on these Units.				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Extra Ignition Key, Tahoe		8	45.00125	360.01
Key FOB, 2020 Chevrolet Tahoe RWD 9C1		8	55.00	440.00
01/19/21 - George on these 5, the new admin wants to know if we can go back to single spotlight on drivers side only?				
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		4	260.00	1,040.00
Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub		4	171.27	685.08
Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount LED Warning System with Red/White LED Reflectors Driver Side and Blue/White LED Reflectors Passenger Side for the 2015 ? 2020 Chevrolet Tahoe 9C1 & SSV		4	899.95	3,599.80
Federal Signal SpectraLux ILS Low Profile Rear Hatch, (4) Red/Amber LED reflectors & (4) Blue/Amber LED Reflectors. Convergence Network compatible, w/o interface module, 8 head SignalMaster, Chevy Tahoe 2015+		4	595.00	2,380.00
Federal Signal Pathfinder siren controller w/ remote head		4	769.9975	3,079.99
Federal Signal - 25 foot OBDII Interface Cable		4	120.00	480.00
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		4	159.95	639.80
DynaMax 100W Speaker		4	99.00	396.00
Federal Signal ES100 Speaker Bracket, Universal Bail		4	15.00	60.00
Federal Signal Pair of Rumbler Woofers		4	292.50	1,170.00
Federal Signal Rumbler Mounting Bracket for a 2015+ Chevrolet Tahoe 9C1		4	27.5025	110.01
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		4	80.0025	320.01
Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1		4	370.5525	1,482.21
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1		4	189.9475	759.79

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		4	27.33	109.32
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		8	90.015	720.12
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		8	90.015	720.12
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221		8	58.75125	470.01
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down		8	106.1825	849.46
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated		16	90.01438	1,440.23
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate		16	90.01438	1,440.23
Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights		8	17.95	143.60
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass – Programmed to do White Alley Lights when Activated		8	203.50	1,628.00
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability		8	84.0175	672.14

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Defender Supply TAHOE Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		4	732.5975	2,930.39
Havis Console, 2015 Chevrolet Tahoe PPV		4	394.7775	1,579.11
Havis Console Mount Mic Clip		4	1.00	4.00
Havis Cup Holder		4	28.57	114.28
HAVIS Arm Rest - Side Mount		4	48.3525	193.41
Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console) - **Mounted Externally please**		4	118.44	473.76
Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		4	220.68	882.72
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		4	997.835	3,991.34
Havis 2 Inch Blank Faceplates		4	0.00	0.00
Havis 1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Federal Signal Smart Siren SSP3000		4	0.00	0.00
Havis 2.5' Console Equipment Bracket for 1-Piece Motorola XTL-1500		4	0.00	0.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		4	0.00	0.00
Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5' Mounting Space, Fits Misc. Carson SC-409		4	24.95	99.80
Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.		4	125.00	500.00
Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.		4	98.0875	392.35
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		12	6.00	72.00
Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch		4	45.00	180.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		4	117.0075	468.03
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna – Roof mounted between B-C pillars Bluetooth Antenna – roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Customer is not using the "RED" Cable any longer				
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White		8	45.00	360.00
Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20? H x 47? W x 30? D.		4	1,894.99	7,579.96
Window Tint - For Two Front Windows - 20.0% Tint Please		4	89.95	359.80

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Wash and Prepare Vehicle for Delivery to Customer		4	100.00	400.00
Vehicle Dealer Prep		4	130.00	520.00
Misc. Shop Supplies		4	37.50	150.00
Shipping of Above Emergency Parts for Upfit		4	174.75	699.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		4	618.5225	2,474.09

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 CAT 6 Blue Cable CAT 6 White Cable Radio Power & Ground Mobile Power (HKN4191B) ANTENNA, GPS/BT/WIFI, VEHICLE (AN000163A01) CABLE, MOBILE ACCY/IGN POWER (HLN6863B) Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Tech: Please used Loc-tite on all Brush Guard Bolts Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org No Vehicle Paint or Graphics - Customer is doing their own Graphics.		192	99.89599	19,180.03
Delivery to Department		4	350.00	1,400.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/8/2021
Estimate #	30061
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO 710 S Main Street Ste 301 Georgetown, Tx 78626

Customer Contact	Micah Koite
Customer Phone	512-943-3373
Customer E-mail	micah.koite@wilco.org

2020 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Deliver Vehicles to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	$192,776.00

Signature _____

Commissioners Court - Regular Session **35.**

Meeting Date: 02/02/2021

Tahoes for Williamson County Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of two (2) Chevrolet Tahoes from Holiday Chevrolet in the amount of $105,755.00, pursuant to TXSmartBuy 070-A1, to support the operations of Williamson County Jail.

Background

The purchase of these Tahoes will support the operations of the Williamson County Jail. See attached quote for vehicle specifications; quote includes upfitting, delivery and installation. Funding was approved in the FY21 budget. The expenditure will be charged to 01.0100.0570.005700. Department contact is Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2 Tahoes for the Jail

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:19 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:21 AM
Form Started By: Laura Zavala		Started On: 01/27/2021 03:50 PM
Final Approval Date: 01/28/2021		

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306 Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Options: Vinyl Rear Seat Vinyl Flooring		2	33,360.00	66,720.00
2 - Slick Top Jail Units GBA - Color of Vehicle - Black 5T5 - Rear Seat V76 - Recovery Hooks				
Vin #'s				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) - Make Payment to Holiday Chevrolet				
Customer PO # Total Amount due is $ 105,755.00 - Make Payment to Holiday Chevrolet				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Hillary McCoy 710 S. Main St., Suite 301 Georgetown, Texas 78626				
For Payment Email Invoice only to: SO-AP@wilco.org				
Williamson County Attn: Peggy Braun 508 S. Rock St. Georgetown, TX 78626 512-943-1100				
Per Micah on 06/18/19				
Ship paperwork to: Kevin Teller - Fleet Director c/o Williamson Co TX SO 3151 SE Inner Loop-Suite B Georgetown, TX 78626 512-943-3368				
Williamson Co TX SO - WO # - Work Order				
Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Light Sequence is Red/Red/Blue/Blue - Unsynced				
No Paint or Graphics on these Units.				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
01/19/21 - George on these new units, want to know if we can go back to single spotlight on drivers side only?				
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		2	608.27	1,216.54
Federal Signal PAR46 6-inch Unity LED Spot Lamp Replacement Blub		2	171.185	342.37
Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount LED Warning System with Red/White LED Reflectors Driver Side and Blue/White LED Reflectors Passenger Side for the 2015 ? 2020 Chevrolet Tahoe 9C1 & SSV		2	999.95	1,999.90
Federal Signal SpectraLux ILS Low Profile Rear Hatch, (4) Red/Amber LED reflectors & (4) Blue/Amber LED Reflectors. Convergence Network compatible, w/o interface module, 8 head SignalMaster, Chevy Tahoe 2015+		2	595.00	1,190.00
Federal Signal Pathfinder siren controller w/ remote head		2	930.995	1,861.99
Federal Signal - 25 foot OBDII Interface Cable		2	120.00	240.00
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		2	159.95	319.90
DynaMax 100W Speaker		2	120.00	240.00
Federal Signal ES100 Speaker Bracket, Universal Bail		2	15.00	30.00
Federal Signal Pair of Rumbler Woofers		2	292.50	585.00
Federal Signal Rumbler Mounting Bracket for a 2015+ Chevrolet Tahoe 9C1		2	27.50	55.00
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		2	80.00	160.00
Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1		2	370.55	741.10
Federal Signal - PBX Series Push Bumper Wing Wrap for a 2015+ Chevrolet Tahoe 9C1		2	189.95	379.90
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		2	27.33	54.66

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		4	90.015	360.06
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Top Rail of Push Bumper & White Lights to Function as Alley Lights too.		4	90.015	360.06
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Past Build Pictures on WO # 18221		4	58.75	235.00
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate to Body of Vehicle - Vertical - Up & Down		4	106.1825	424.73
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activated		8	90.015	720.12
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights when Activate		8	90.015	720.12
Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights		4	17.95	71.80
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass – Programmed to do White Alley Lights when Activated		4	203.50	814.00
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Bottom of Liftgate		4	84.0175	336.07
Jotto Space Creator partition for a 2015+ Tahoe (MUST INCLUDE PART # JO-475-0888 FOR LOWER KICK PANELS)		2	600.02	1,200.04

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Tahoe 15+ HSEP - 2P (VP9 BDRH Only)		2	86.67	173.34
Setina Dual T-RAIL Style Mount 2, Universal XL - Weapon Rack with Handcuff Key Compatible Override with Maximum Adjustability and Versatility - Mounted on Prisoner Partition		2	350.01	700.02
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		2	1,199.995	2,399.99
Defender Heavy Duty Premium Black Steel Window Bars for the 2015-2020 Chevrolet Tahoe 9C1 & SSV		2	160.005	320.01
Havis Console, 2015 Chevrolet Tahoe PPV		2	394.775	789.55
Havis Console Mount Mic Clip		2	6.965	13.93
Havis Cup Holder		2	28.57	57.14
HAVIS Arm Rest - Side Mount		2	48.35	96.70
Havis 8.5' Heavy Duty Telescoping Pole with Side Mount & Short Handle (can be mounted internally or externally to the console) - **Mounted Externally please**		2	118.44	236.88
Havis 11' Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		2	220.68	441.36
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		2	997.835	1,995.67
Havis 2 Inch Blank Faceplates		2	0.00	0.00
Havis 1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Federal Signal Smart Siren SSP3000		2	0.00	0.00
Havis 2.5' Console Equipment Bracket for 1-Piece Motorola XTL-1500		2	0.00	0.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		2	0.00	0.00
Havis Faceplate 1-Piece Equipment Mounting Bracket, 3.5' Mounting Space, Fits Misc. Carson SC-409		2	24.95	49.90
Streamlight SI-20L Nimh Flashlight - Mounted inside the console towards the rear. See Customer Supplied Pictures.		2	125.00	250.00
Streamlight Stinger DS LED - 12V DC Steady Charge - Mounted inside the console towards the rear. See Customer Supplied Pictures.		2	98.09	196.18

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		6	6.00	36.00
Federal Signal 3" Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted over Console with On/Off switch		2	45.00	90.00
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, radio speakers, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket		2	117.01	234.02
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Customer is not using the "RED" Cable any longer				
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White - Mounted on Rear Liftgate with On/Off Switch		4	45.00	180.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20 H x 47 W x 30 D. Only One unit gets a rear cargo box.		1	1,894.99	1,894.99
Window Tint - For Two Front Windows - 20.0% Tint Please		2	89.05	178.10
Wash and Prepare Vehicle for Delivery to Customer		2	100.00	200.00
Vehicle Dealer Prep		2	130.00	260.00
Misc. Shop Supplies		2	150.00	300.00
Shipping of Above Emergency Parts for Upfit		2	348.50	697.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		2	639.36	1,278.72

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 CAT 6 Blue Cable CAT 6 White Cable Radio Power & Ground Mobile Power (HKN4191B) ANTENNA, GPS/BT/WIFI, VEHICLE (AN000163A01) CABLE, MOBILE ACCY/IGN POWER (HLN6863B) Tech Note: The Lighting Program was supplied to Defender Supply by Marc Courville @ Federal Signal & Approved by Williamson County - This program is the only Program that can be used & must be used by all techs on all units. Tech: Please used Loc-tite on all Brush Guard Bolts Customer will install their own radio, please run Power, Ground & Antenna Wiring to Console For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org No Vehicle Paint or Graphics - Customer is doing their own Graphics.		106	100.06736	10,607.14
Delivery to Department		2	350.00	700.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	1/21/2021
Estimate #	30173
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson Co TX SO Jail Commander Christopher Watts 508 S. Rock Street Georgetown, TX 78626

Customer Contact	
Customer Phone	512-943-1407
Customer E-mail	cwatts@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Deliver Vehicles to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	**$105,755.00**

Signature _____

Commissioners Court - Regular Session **36.**

Meeting Date: 02/02/2021

Blanket PO - FY21 Jail Pharmaceuticals

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a blanket purchase order for Westwood Pharmacy in the amount of $100,000.00 as per IFB #1708-185.

Background

This is a Blanket PO for Pharmaceuticals for Williamson County Jail, Funding source 01.0100.0570.003307. Department point of contact will be Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/28/2021 11:50 AM
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:56 AM
Form Started By: Laura Zavala		Started On: 01/28/2021 10:58 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **37.**

Meeting Date: 02/02/2021

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	01/12/2021 12:46 PM
Form Started By: Vicky Edwards		Started On: 01/08/2021 02:38 PM
Final Approval Date: 01/12/2021		

Commissioners Court - Regular Session **38.**

Meeting Date: 02/02/2021

1809-261 CR 110 Middle Change Order No. 6

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. 6 in the amount of $46,375.56 for CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4. P: 261 Funding Source: Road Bond

Background

This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be paved in the plans. The area to be milled and repaved is located just east of the new CR 110 intersection and has not been included in any previous overlays of University Boulevard. This is existing pavement that is showing signs of deterioration. Milling is required to maintain the existing profile of University Boulevard and also maintain drainage from the pavement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261 CR 110 Middle Change Order No. 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 10:24 AM
Form Started By: Dawn Haggard		Started On: 01/13/2021 11:10 AM
Final Approval Date: 01/28/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 155+50 to Sta. 157+30

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

4. Reasons: 3E (3 Max. - In order of importance - Primary first)

Project:	*1809-261*
Roadway:	*CR 110 Middle*
CSJ Number:	

5. Describe the work being revised:

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

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 12/10/20

By

Typed/Printed Name Richard Lewis

Typed/Printed Title Division Manager

The following information must be provided

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

Amount added by this change order: $46,375.56

RECOMMENDED FOR EXECUTION:

Project Manager 1/12/2021 Date

N/A
Design Engineer Date

Program Manager 1/12/2021 Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* ***Project #*** *1809-261*

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
341-WC05	D-GR HMA TY D SAC-B PG 70-22 (UNIVERSITY BLVD PAVING)	TON	$217.15	0.00	$0.00	160.00	160.00	$34,744.00	$34,744.00
999-WC03	MILLING WITH TCP (UNIVERSITY BLVD PAVING)	LS	$11,631.56	0.00	$0.00	1.00	1.00	$11,631.56	$11,631.56
TOTALS					$0.00			$46,375.56	$46,375.56

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 110 Middle
Williamson County Project No. 1809-261

Change Order No. 6

Reason for Change

This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be paved in the plans. The area to be milled and repaved is located just east of the new CR 110 intersection and has not been included in any previous overlays of University Boulevard. This is existing pavement that is showing signs of deterioration. Milling is required to maintain the existing profile of University Boulevard and maintain drainage from the pavement.

Following is a summary of new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
341-WC05	D-GR HMA TY D SAC-B PG 70-22 (UNIVERSITY BLVD PAVING)	160.00	TON
999-WC03	MILLING WITH TRAFFIC CONTROL (UNIVERSITY BLVD PAVING)	1.00	LS

This Change Order results in a net increase of $46,375.56 to the Contract amount, for an adjusted Contract total of $9,057,359.64. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, the Contract has been increased by $146,496.51, resulting in a 1.64% increase in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Change Order Proposal

Date: #########

Change Order #6 Proposal Rev 2

Primoris Services Corporation
James Construction Group

Bill To:
Clayton Weber
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 110
Project No.: 1809-261
Control No.: 1809-261

Qty	UM	Description	Unit Price	Total
1,345.00	SY	Mill w/ Traffic Control at University Intersection	$8.65	**$11,631.56**
160.00	Ton	Pave TY D HMA at University Intersection	$217.15	**$34,744.72**
			Total	**$46,376.28**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	10/7/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	1809-261	**Highway:**	CR110
Description:	Mill and Inlay at Univeristy	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	160.00 LS	**Narrative:**	Texas Materials will remove 1.5" of existing roadway through the University Intersection and replace with 1080 tons of HMA while maintaining through traffic. Milling and traffic control will be provided by Texas Materials.		
Estimated Change in Contract Sum:	$ -				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
						$	-
						$	-
					Subtotal	$	-
					25% Profit	$	-
					55% Burdens	$	-
					Total Labor	$	-

Equipment	**QTY**	**UM**	**Rate**		**Extended**
				$	-
				$	-
				$	-
			Subtotal	$	-
			15% Profit	$	-
			Total Equipment	$	-

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
Texas Materials - 1.5" Mill	1345.00	SY	$ 7.52	$	10,114.40
Texas Materials - Pave TY-D HMA	160.00	TON	$ 188.83	$	30,212.80
				$	-
			Subtotal	$	40,327.20
			15% Profit	$	6,049.08
			Total Subcontract	$	**46,376.28**

Material	**QTY**	**UM**	**Price**		**Extended**
		CY		$	-
			Subtotal	$	-
			15% Markup	$	-
			Total Material	$	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
		DOL	$ -	$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	**46,376.28**
BOND FEE (ADD 1%)		
TOTAL COST		
UNIT PRICE (TOTAL COST/EST. QTY)	$	-

1.5" MILL & OVERLAY UNIVERSITY BLVD- MODIFIED 10/28/2020.

Oldcastle Materials Texas, Inc.

1320 Arrow Point Drive, Suite 600

Cedar Park, TX 78613

Contact **Orion Fox**

E-Mail: **Orion.Fox@texasmaterials.com**

Telephone No: **512-948-6924**

Project:	CR 110 Middle Section Change Order 3	Location:	CR 110 Hutto, TX
Project #:	OF1812001CO5	Plant:	Liberty Hill
County:	Williamson		
Bid Date:	October 28, 2020		

HMAC per WILLIAMSON Specs.
1 Mobe included. Tax on Materials Excluded.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9004	1.5" MILL & OVERLAY- UNIVERSITY BLVD	160.00	TON	188.83	30,212.80
9005	1.5" MILLING- UNIVERSITY BLVD	1,345.00	SY	7.52	10,114.40
GRAND TOTAL					**$40,327.20**

NOTES:

***MOBILIZATION- 1 Mobilization included- Additional mobilizations to be charged at $4,000/EA
***TAXES-Work Quoted as Non-Taxable.
***Milling and Traffic Control included in quoted price.
***Prices on accepted quote are firm until 12/31/2020.

1.Testing for HMAC QCQA items only.
2.Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed.
3.If a payment and performance bond is required then add 1.5% to the overall bid price.
4.Wheeler to retain all production, ride and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on Wheeler's unit prices or the unit bid prices whichever is greater .
5.General contractor to provide onsite staging area convenient to Wheeler's work for equipment, material storage, and equipment cleaning within the project limits.
6.Additional terms of this quote are based upon: acceptable contract/subcontract language, and credit approval.
7.Terms are net 10th of the month. This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review and or revision. All courses preceding those to be paved by Wheeler shall meet or exceed the governing specifications and also meet or exceed the ride specifications. If longitudinal joint location is critical or desired, they shall be laid out by the general contractor prior to the placement of any courses. No retainage shall be withheld from any payments due Wheeler. This quote will become part of the subcontract agreement and shall supersede any other conflicting language in the subcontract agreement.

Orion Fox
1320 Arrow Point Drive, Suite 600
Cedar Park, TX 78613
512-948-6924

QUOTE ACCEPTED BY-

5880 West US Hwy 190
Belton, 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611

James Construction Group

12/10/2020

JCG Letter# 10783-10

EDDIE CHURCH
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
Control#: 1809-261
RE: Return CO-06 Added HMA at University Blvd

Dear Mr. Church:

Please see attached signed Change Order #6 for the above referenced project.

Please review, sign and return executed copy.

James Construction Group does not waive any original contract conditions to submit costs or claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to perform extra work at HNTB's request. Upon execution of HNTB's change order form, the contractor reserves its right to submit or claim any extra costs, overhead, and delay time with associated costs arising from or pertaining to the change order regardless of the unilateral disclaimer clause "statement of agreement" on the attached Change Order.

Respectfully,
James Construction Group

Paul Hering
Project Manager

CC: Project File

Commissioners Court - Regular Session **39.**

Meeting Date: 02/02/2021

1812-282 Seward Junction Improvements Change Order No. 7

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 #7 in the amount of $194,882.66 for Seward Junction (Jordan Foster Construction), a Road Bond project in Commissioner Pct. 2. P: 271 Funding Source: Road Bond

Background

This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the Contract, at the request of Williamson County. The request for reconstruction is due to the deteriorating condition of the roadway. The scope of work for the reconstruction of this portion of CR 260 did not match the scope of work for the Seward Junction project, so new bid items and unit costs are being added to pay for this work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements Change Order No. 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 10:25 AM
Form Started By: Dawn Haggard		Started On: 01/27/2021 09:09 AM
Final Approval Date: 01/28/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 7

1. CONTRACTOR: **Jordan Foster Construction, LLC**

2. Change Order Work Limits: Sta. **372+00** to Sta. **377+10**

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

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

Project:	***1812-282***
Roadway:	***SJ Improvements***
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County: This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

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

7. New or revised plan sheet(s) are attached and numbered: **Sheets 01 - 04 and XS01 and XS02**

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 01-20-2021

By

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **1** Days added on this CO: **60**

Amount added by this change order: **$194,882.66**

RECOMMENDED FOR EXECUTION:

Project Manager 1/20/21 Date

N/A
Design Engineer Date

Program Manager 1/27/2021 Date

Williamson County Engineer 1/21/21 Date

Design Engineer's Seal:

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: *7* ***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
100-6002	PREPARING ROW	STA	$2,342.19	0.00	$0.00	6.00	6.00	$14,053.14	$14,053.14
104-6009	REMOVING CONC (RIPRAP)	SY	$36.20	0.00	$0.00	19.50	19.50	$705.90	$705.90
110-6001	EXCAVATION (ROADWAY)	CY	$29.25	0.00	$0.00	952.00	952.00	$27,846.00	$27,846.00
160-WC002	FURNISHING AND PLACING TOPSOIL (4")	SY	$11.51	0.00	$0.00	502.00	502.00	$5,778.02	$5,778.02
164-WC04	SEED FOR EROSION CONTROL (TEMP) (COOL) TY4	SY	$3.52	0.00	$0.00	251.00	251.00	$883.52	$883.52
164-WC07	SEED FOR EROSION CONTROL (TEMP & PERM) TY7	SY	$1.19	0.00	$0.00	753.00	753.00	$896.07	$896.07
166-6002	FERTILIZER	TON	$3,711.75	0.00	$0.00	0.03	0.03	$111.35	$111.35
168-WC01	VEGETATIVE WATERING	MG	$67.67	0.00	$0.00	12.60	12.60	$852.64	$852.64
247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	$60.56	0.00	$0.00	567.00	567.00	$34,337.52	$34,337.52
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.67	0.00	$0.00	340.00	340.00	$1,587.80	$1,587.80
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$234.37	0.00	$0.00	12.00	12.00	$2,812.44	$2,812.44
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	$6.79	0.00	$0.00	482.00	482.00	$3,272.78	$3,272.78
341-6008	D-GR HMA TY-B PG64-22	TON	$79.54	0.00	$0.00	369.00	369.00	$29,350.26	$29,350.26
341-6027	D-GR HMA TY-D SAC-B PG64-22	TON	$104.99	0.00	$0.00	181.00	181.00	$19,003.19	$19,003.19
432-6001	RIPRAP CONC (4IN)	CY	$980.73	0.00	$0.00	2.40	2.40	$2,353.75	$2,353.75
500-6001	M0BILIZATION	LS	$25,061.12	0.00	$0.00	1.00	1.00	$25,061.12	$25,061.12
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$4,390.67	0.00	$0.00	2.00	2.00	$8,781.34	$8,781.34
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$26.51	0.00	$0.00	72.00	72.00	$1,908.72	$1,908.72
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$14.05	0.00	$0.00	72.00	72.00	$1,011.60	$1,011.60
506-6038	TEMP SEDIMENT CONTROL FENCE (INSTALL)	LF	$5.30	0.00	$0.00	30.00	30.00	$159.00	$159.00
506-6039	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	$5.30	0.00	$0.00	30.00	30.00	$159.00	$159.00
TOTALS					$0.00			$180,925.16	$180,925.16

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *7* ***Project #*** *1812-282*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
529-6038	CONC CURB (RIBBON)	LF	$38.18	0.00	$0.00	60.00	60.00	$2,290.80	$2,290.80
644-6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$371.18	0.00	$0.00	2.00	2.00	$742.36	$742.36
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	$6.90	0.00	$0.00	48.00	48.00	$331.20	$331.20
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	$0.40	0.00	$0.00	1,400.00	1,400.00	$560.00	$560.00
672-6009	REFL PAV MRKR TYII-A-A	EA	$5.57	0.00	$0.00	18.00	18.00	$100.26	$100.26
6001-6000	PORTABLE CHANGEABLE MESSAGE SIGNS	MO	$4,966.44	0.00	$0.00	2.00	2.00	$9,932.88	$9,932.88
The "Totals" from Table B of the previous work sheet:					$0.00			$180,925.16	$180,925.16
TOTALS					$0.00			$194,882.66	$194,882.66

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. 7

Reason for Change

This Change Order adds the reconstruction of a 500’ portion of CR 260 from SH 29 to Terra del sol Parkway to the Contract, at the request of Williamson County. The request for reconstruction is due to the deteriorating condition of the roadway.

The scope of work for the reconstruction of this portion of CR 260 did not match the scope of work for the Seward Junction project, so new bid items and unit costs are being added to pay for this work.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
100-6002	PREPARING ROW	6.0	STA
104-6009	REMOVING CONC (RIPRAP)	19.5	SY
110-6001	EXCAVATION (ROADWAY)	952	CY
160-WC002	FURNISHING AND PLACING TOPSOIL (4")	502	SY
164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY4)	251	SY
164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 7)	753	SY
166-6002	FERTILIZER	.03	TON
168-WC01	VEGETATIVE WATERING	12.6	MG
247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	567	CY
310-6001	PRIME COAT (MULTI OPTION)	340	GAL
316-6193	AGGR (TY-D GR-5 SAC-B)	12	CY
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	482	GAL
341-6008	D-GR HMA TY-B PG64-22	369	TON
341-6027	D-GR HMA TY-C SAC-B PG70-22	181	TON
432-6001	RIPRAP (CONC) (4IN)	2.4	CY
500-6001	MOBILIZATION	1	LS
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO

506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	72	LF
506-6011	ROCK FILTER DAMS (REMOVE)	72	LF
506-6038	TEMP SEDIMENT CONTROL FENCE (INSTALL)	30	LF
506-6039	TEMP SEDIMENT CONTROL FENCE (REMOVE)	30	LF
529-6038	CONC CURB (RIBBON)	60	LF
644-6071	RELOCATE SM RD SN SUP&AM TY TWT	2	EA
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	48	LF
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	1400	LF
672-6009	REFL PAV MRKR TY II-A-A	18	EA
6001-6000	PORTABLE CHANGEABLE MESSAGE SIGN	2	MO

This Change Order results in a net increase of $194,882.66 to the Contract amount, for an adjusted Contract total of $13,881,317.27. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $611,059.17 has been added to the Contract, resulting in an 4.60% net 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.

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

January 4, 2021

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The change order documentation for the additional work of reconstructing CR 260 near the intersection with SH 29 on the above referenced project is enclosed for review. The documentation includes a line item summary with cost breakdowns and backup.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel

JC Kindel
Project Manager

Enclosure: Line Item Summary, Cost Breakdowns, Blue Book Rental Rate Sheets, Quotes.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN SUMMARY

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
CHANGE ORDER ITEMS						
		SEWARD JUNCTION SOUTHEAST: CR 260				
1	100-6002	PREPARING ROW	STA	$ 2,342.19	6.00	$ 14,053.14
2	104-6009	REMOVING CONC (RIPRAP)	SY	$ 36.20	19.50	$ 705.90
3	110-6001	EXCAVATION (ROADWAY)	CY	$ 29.25	952.00	$ 27,846.00
4	160-WC002	FURNISHING AND PLACING TOPSOIL (4")	SY	$ 11.51	502.00	$ 5,778.02
5	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$ 3.52	251.00	$ 883.52
6	164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	SY	$ 1.19	753.00	$ 896.07
7	166-6002	FERTILIZER	TON	$ 3,711.75	0.03	$ 111.35
8	168-WC01	VEGETATIVE WATERING	MG	$ 67.67	12.60	$ 852.64
9	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$ 60.56	567.00	$ 34,337.52
10	310-6001	PRIME COAT (MULTI OPTION)	GAL	$ 4.67	340.00	$ 1,587.80
11	316-6193	AGGR(TY-D GR-5 SAC-B)	CY	$ 234.37	12.00	$ 2,812.44
12	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	$ 6.79	482.00	$ 3,272.78
13	341-6008	D-GR HMA TY-B PG64-22	TON	$ 79.54	369.00	$ 29,350.26
14	341-6027	D-GR HMA TY-D SAC-B PG64-22	TON	$ 104.99	181.00	$ 19,003.19
15	432-6001	RIPRAP (CONC) (4IN)	CY	$ 980.73	2.40	$ 2,353.75
16	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$ 4,390.67	2.00	$ 8,781.34
17	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$ 26.51	72.00	$ 1,908.72
18	506-6011	ROCK FILTER DAMS (REMOVE)	LF	$ 14.05	72.00	$ 1,011.60
19	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	$ 5.30	30.00	$ 159.00
20	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$ 5.30	30.00	$ 159.00
21	529-6038	CONC CURB (RIBBON)	LF	$ 38.18	60.00	$ 2,290.80
22	644-6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$ 371.18	2.00	$ 742.36
23	666-6048	REFL PAV MRK TY I (W)24"(SLD) (100MIL)	LF	$ 6.90	48.00	$ 331.20
24	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$ 0.40	1,400.00	$ 560.00
25	672-6009	REFL PAV MRKR TY II-A-A	EA	$ 5.57	18.00	$ 100.26
26	500-6001	MOBILIZATION	LS	$ 25,061.12	1.00	$ 25,061.12
27	6001-6000	PORTABLE CHANGEABLE MESSAGE SIGN	MO	$ 4,966.44	2.00	$ 9,932.88

CHANGE ORDER TOTAL $ 194,882.66

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Preparing Row
Located at CR 260 — Estimated Quantity 6 STA

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Spot Existing Utility									
Name									
1	Foreman	26.00	3.38	16.16	7.35	52.89	8.00	=	$ 423.12
1	Backhoe Operator	18.00	2.34	11.19	5.09	36.62	8.00	=	$ 292.96
2	Utility Laborer	16.00	2.08	9.94	4.52	32.54	8.00	=	$ 520.64
									$ 1,236.72
Strip Topsoil									
Name									
1	Motorgrader Operator	26.00	3.38	16.16	7.35	52.89	8.00	=	$ 423.12
1	Loader Operator	20.00	2.60	12.43	5.65	40.68	8.00	=	$ 325.44
1	Scraper Operator	22.00	2.86	13.67	6.22	44.75	4.00	=	$ 179.00
1	Labor	16.00	2.08	9.94	4.52	32.54	8.00	=	$ 260.32
									$ 1,187.88
Protect Existing Items: SGT, Monument, Drainage									
Name									
1	Foreman	26.00	3.38	16.16	7.35	52.89	4.00	=	$ 211.56
1	Excavator Operator	23.00	2.99	14.29	6.50	46.78	4.00	=	$ 187.12
									$ 398.68
Remove and Replace Existing Signs									
Name									
1	Foreman	26.00	3.38	16.16	7.35	52.89	4.00	=	$ 211.56
1	Excavator Operator	23.00	2.99	14.29	6.50	46.78	4.00	=	$ 187.12
									$ 398.68
Construction Layout									
Name									
1	Surveyor	38.00	4.94	23.62	10.74	77.30	30.00	=	$ 2,319.00
1	Surveyor Helper	19.00	2.47	11.81	5.37	38.65	30.00	=	$ 1,159.50
									$ 3,478.50

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Backhoe, Deere 310G	8.00	HR	30.11	4.52	34.63	=	$	277.04
Motorgrader, Caterpillar 140M	8.00	HR	142.84	21.43	164.27	=	$	1,314.16
Loader, L110 Volvo	8.00	HR	71.46	10.72	82.18	=	$	657.44
Scraper, Caterpillar 623G	4.00	HR	319.38	47.91	367.29	=	$	1,469.16
Excavator, Caterpillar 330D	8.00	HR	159.28	23.89	183.17	=	$	1,465.36
Pickup	54.00	HR	20.84	3.13	23.97	=	$	1,294.38
Dump Truck	8.00	HR	80.00	12.00	92.00	=	$	736.00
							$	7,213.54

SUBTOTAL COST		$	13,914.00
Bond Cost	1%	$	139.14
TOTAL COST		$	14,053.14
UNIT PRICE	**$2,342.19 /STA**		

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Removing Conc (Riprap)
Located at CR 260

Estimated Quantity 19.5 SY

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Remove Existing Concrete Riprap									
	Name								
1	Foreman	26.00	3.38	16.16	7.35	52.89	2.00	=	$ 105.78
1	Excavator Operator	24.00	3.12	14.92	6.78	48.82	2.00	=	$ 97.64
1	Utility Laborer	19.50	2.54	12.12	5.51	39.67	2.00	=	$ 79.34
									$ 282.76

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickup	2.00	HR	20.84	3.13	23.97		=	$ 47.94
Backhoe, 310G Deere	2.00	HR	30.11	4.52	34.63		=	$ 69.26
Concrete Saw	1.00	DY	100.00	15.00	115.00		=	$ 115.00
Dump Truck	2.00	HR	80.00	12.00	92.00		=	$ 184.00
								$ 416.20

SUBTOTAL COST			$ 698.96
Bond Cost	1%		$ 6.99
TOTAL COST			$ 705.95
UNIT PRICE		**$36.20 /SY**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Excavation (Roadway)
Located at CR 260 Estimated Quantity 952 CY

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Excavation									
	Name								
1	Foreman	26.00	3.38	16.16	7.35	52.89	30.00	=	$ 1,586.70
1	Excavator Operator	24.00	3.12	14.92	6.78	48.82	30.00	=	$ 1,464.60
1	Loader Operator	21.00	2.73	13.05	5.93	42.71	30.00	=	$ 1,281.30
2	Utility Laborer	19.50	2.54	12.12	5.51	39.67	30.00	=	$ 2,380.20
									$ 6,712.80
Subgrade Preperation									
	Name								
1	Motorgrader Operator	26.00	3.38	16.16	7.35	52.89	10.00	=	$ 528.90
1	Loader Operator	21.00	2.73	13.05	5.93	42.71	10.00	=	$ 427.10
2	Roller Operator	18.00	2.34	11.19	5.09	36.62	10.00	=	$ 732.40
2	Utility Laborer	19.50	2.54	12.12	5.51	39.67	10.00	=	$ 793.40
									$ 2,481.80
Survey									
	Name								
1	Surveyor	38.00	4.94	23.62	10.74	77.30	20.00	=	$ 1,546.00
1	Surveyor Helper	19.00	2.47	11.81	5.37	38.65	20.00	=	$ 773.00
									$ 2,319.00

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickup	60.00	HR	20.84	3.13	23.97		=	$ 1,438.20
Motorgrader, 140M Caterpillar	10.00	HR	142.84	21.43	164.27		=	$ 1,642.70
Excavator, 330D Caterpillar	30.00	HR	159.28	23.89	183.17		=	$ 5,495.10
Loader, L110 Volvo	30.00	HR	71.46	10.72	82.18		=	$ 2,465.40
Compactor, Smooth Drum Hamm	10.00	HR	67.03	10.05	77.08		=	$ 770.80
Water Truck	10.00	HR	49.35	7.40	56.75		=	$ 567.50
Dump Truck	40.00	HR	80.00	12.00	92.00		=	$ 3,680.00
								$ 16,059.70

SUBTOTAL COST			$ 27,573.30
Bond Cost	1%		$ 275.73
TOTAL COST			$ 27,849.03
UNIT PRICE		**$29.25 /CY**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Furnishing And Placing Topsoil (4")
Located at CR 260

Estimated Quantity 502 SY

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours			Total Cost
Furnish and Place										
	Name									
1	Motorgrader Operator	26.00	3.38	16.16	7.35	52.89	10.00	=	$	528.90
1	Loader Operator	21.00	2.73	13.05	5.93	42.71	10.00	=	$	427.10
1	Scraper Operator	22.00	2.86	13.67	6.22	44.75	5.00	=	$	223.75
1	Compactor Operator	18.00	2.34	11.19	5.09	36.62	0.00	=	$	-
									$	1,179.75

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickup	10.00	HR	20.84	3.13	23.97	=	$	239.70
Motorgrader, Caterpillar 140M	10.00	HR	142.84	21.43	164.27	=	$	1,642.70
Loader, L110 Volvo	10.00	HR	71.46	10.72	82.18	=	$	821.80
Scraper, Caterpillar 623G	5.00	HR	319.38	47.91	367.29	=	$	1,836.45
							$	4,540.65

SUBTOTAL COST		$	5,720.40
Bond Cost	1%	$	57.20
TOTAL COST		$	5,777.60
UNIT PRICE	**$11.51 /SY**		

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Vegetative Watering
Located at CR 260

Estimated Quantity 12.6 MG

LABOR:

	Name	Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Water Seed									
1	Water Truck Driver	16.00	2.08	9.94	4.52	32.54	8.00	=	$ 260.32
									$ 260.32

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			
Construction Water	12.60	MG	8.25	2.06	10.31		=	$ 129.91
								$ 129.91

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Water Truck	8.00	HR	49.35	7.40	56.75		=	$ 454.00
								$ 454.00

SUBTOTAL COST			$ 844.23
Bond Cost	1%		$ 8.44
TOTAL COST			$ 852.67
UNIT PRICE		**$67.67 /MG**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Fl Bs (Cmp In Plc)(Ty A Gr 4)(Fnal Pos)
Located at CR 260 — Estimated Quantity 567 CY

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Dump and Balance									
	Name								
1	Motorgrader Operator	26.00	3.38	16.16	7.35	52.89	15.00	=	$ 793.35
1	Loader Operator	21.00	2.73	13.05	5.93	42.71	15.00	=	$ 640.65
1	Compactor Operator	18.00	2.34	11.19	5.09	36.62	15.00	=	$ 549.30
1	Water Truck Driver	22.00	2.86	13.67	6.22	44.75	15.00	=	$ 671.25
1	Common Laborer	17.00	2.21	10.57	4.80	34.58	15.00	=	$ 518.70
									$ 3,173.25
Finish									
	Name								
1	Motorgrader Operator	26.00	3.38	16.16	7.35	52.89	10.00	=	$ 528.90
1	Loader Operator	21.00	2.73	13.05	5.93	42.71	10.00	=	$ 427.10
2	Compactor Operator	18.00	2.34	11.19	5.09	36.62	10.00	=	$ 732.40
1	Water Truck Driver	22.00	2.86	13.67	6.22	44.75	10.00	=	$ 447.50
1	Common Laborer	17.00	2.21	10.57	4.80	34.58	10.00	=	$ 345.80
									$ 2,481.70
Survey									
	Name								
1	Surveyor	38.00	4.94	23.62	10.74	77.30	10.00	=	$ 773.00
1	Surveyor Helper	19.00	2.47	11.81	5.37	38.65	10.00	=	$ 386.50
									$ 1,159.50

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			
Flexible Base, Ty A Gr 4	1190.70	TON	11.00	2.75	13.75		=	$ 16,372.13
Constuction Water	45.00	MG	8.25	2.06	10.31		=	$ 463.95
								$ 16,836.08

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickup	35.00	HR	20.84	3.13	23.97		=	$ 838.95
Motorgrader, 140M Caterpillar	25.00	HR	142.84	21.43	164.27		=	$ 4,106.75
Loader, L110 Volvo	25.00	HR	71.46	10.72	82.18		=	$ 2,054.50
Compactor, Smooth Drum Hamm	25.00	HR	67.03	10.05	77.08		=	$ 1,927.00
Water Truck	25.00	HR	49.35	7.40	56.75		=	$ 1,418.75
								$ 10,345.95

SUBTOTAL COST			$ 33,996.48
Bond Cost	1%		$ 339.96
TOTAL COST			$ 34,336.44
UNIT PRICE		**$60.56 /CY**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Riprap (Conc) (4In)
Located at CR 260

Estimated Quantity 2.4 CY

LABOR:

Concrete Rip Rap

	Name	Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
1	Foreman	26.00	3.38	16.16	7.35	52.89	6.00	=	$ 317.34
2	Form Setter	23.00	2.99	14.29	6.50	46.78	6.00	=	$ 561.36
1	Concrete Finisher	21.00	2.73	13.05	5.93	42.71	6.00	=	$ 256.26
									$ 1,134.96

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate		Total
Concrete, Class A	6.00	CY	93.00	23.25	116.25	=	$ 697.50
Forms	20.00	LF	2.00	0.50	2.50	=	$ 50.00
Rebar	153.00	Lbs	0.50	0.13	0.63	=	$ 96.39
							$ 843.89

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate		Total
Pickup	6.00	HR	20.84	3.13	23.97	=	$ 143.82
Backhoe, 310G Deere	6.00	HR	30.11	4.52	34.63	=	$ 207.78
							$ 351.60

SUBTOTAL COST			$ 2,330.45
Bond Cost	1%		$ 23.30
TOTAL COST			$ 2,353.75
UNIT PRICE		**$980.73 /CY**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Barricades, Signs, And Traffic Handling
Located at CR 260 — Estimated Quantity 2 MO

LABOR:

		Hourly Wages	Overtime Factor 13.0%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Maintain Barricades									
	Name								
1	Barricade Servicer	26.00	3.38	16.16	7.35	52.89	40.00	=	$ 2,115.60
2	Barricade Helper	19.00	2.47	11.81	5.37	38.65	40.00	=	$ 3,092.00
									$ 5,207.60
Survey									
	Name								
1	Surveyor	38.00	4.94	23.62	10.74	77.30	8.00	=	$ 618.40
1	Surveyor Helper	19.00	2.47	11.81	5.37	38.65	8.00	=	$ 309.20
									$ 927.60

SUBCONTRACTOR: Flasher

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			Total Cost
Detour and TCP - Barricades	2	MO	676.56	33.83	710.39		=	$ 1,420.79
								$ 1,420.79

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			Total Cost
Truck, Flat Bed	40.00	HR	24.75	3.71	28.46		=	$ 1,138.40
								$ 1,138.40

SUBTOTAL COST			$ 8,694.39
Bond Cost	1%		$ 86.94
TOTAL COST			$ 8,781.33
UNIT PRICE		**$4,390.67 /MO**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Mobilization
Located at CR 260

Estimated Quantity 1 LS

CONTRACTOR: Jordan Foster Construction

	Quantity	Unit	Total Contractor Rate			
Moblization	1.00	LS	9734.35		=	$ 9,734.35
						$ 9,734.35

SUBCONTRACTOR: Texas Materials

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate		
Moblization - ASPHALT / PAV MRK / MILL	2.00	LS	4,871.25	243.56	5114.81	=	$ 10,229.62
							$ 10,229.62

SUBCONTRACTOR: Flasher

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate		
Mobilization - Barricade	1.00	LS	2,002.63	100.13	2,102.76	=	$ 2,102.76
Mobilization - Signage	1.00	LS	1028.38	51.42	1079.80	=	$ 1,079.80
Mobilization - Pavement Marking	1.00	LS	1353.13	67.66	1420.79	=	$ 1,420.79
							$ 4,603.35

SUBTOTAL COST			$ 24,567.32
Bond Cost	1%		$ 245.67
TOTAL COST			$ 24,812.99
UNIT PRICE		**$24,812.99 /LS**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Portable Changeable Message Sign
Located at CR 260

Estimated Quantity 2 MO

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate		
Message Board	2.00	EA	4275.88	641.38	4917.26	=	$ 9,834.52
							$ 9,834.52
SUBTOTAL COST							$ 9,834.52
Bond Cost	1%						$ 98.35
TOTAL COST							$ 9,932.87
UNIT PRICE						**$4,966.44 /MO**	

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Subcontractors
Located at CR 260

Estimated Quantity 1 LS

SUBCONTRACTOR: ESSI

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			
Seeding For Erosion Control (Temp)(Cool)(Ty 4)	251.00	SY	3.32	0.17	3.49	=	$	875.99
Seeding For Erosion Control (Temp & Perm)(Ty 7)	753.00	SY	1.11	0.06	1.17	=	$	881.01
Fertilizer	0.03	TON	3500.00	175.00	3675.00	=	$	110.25
Rock Filter Dams (Install) (Ty 2)	72.00	LF	25.00	1.25	26.25	=	$	1,890.00
Rock Filter Dams (Remove)	72.00	LF	13.25	0.66	13.91	=	$	1,001.52
Temporary Sediment Control Fence (Install)	30.00	LF	5.00	0.25	5.25	=	$	157.50
Temporary Sediment Control Fence (Remove)	30.00	LF	5.00	0.25	5.25	=	$	157.50
Conc Curb (Ribbon)	60.00	LF	36.00	1.80	37.80	=	$	2,268.00
							$	7,341.77

SUBCONTRACTOR: Texas Materials

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			
Prime Coat (Multi Option)	340.00	GAL	4.40	0.22	4.62	=	$	1,570.80
Aggr(Ty-D Gr-5 Sac-B)	12.00	CY	221.00	11.05	232.05	=	$	2,784.60
Asph(Ac-15P, Hfrs-2P Or Crs-2P)	482.00	GAL	6.40	0.32	6.72	=	$	3,239.04
D-Gr Hma Ty-B Pg64-22	369.00	TON	75.00	3.75	78.75	=	$	29,058.75
D-Gr Hma Ty-D Sac-B Pg64-22	181.00	TON	99.00	4.95	103.95	=	$	18,814.95
							$	55,468.14

SUBCONTRACTOR: Flasher Equipment

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			
Relocate SM RD SN Sup&AM TY TWT	2	EA	350.00	17.50	367.50	=	$	735.00
Refl Pav Mrk Ty I (W)24"(Sld) (100Mil)	48.00	LF	6.50	0.33	6.83	=	$	327.84
Re Pm W/Ret Req Ty I (Y)4"(Sld)(100Mil)	1400.00	LF	0.38	0.02	0.40	=	$	560.00
Refl Pav Mrkr Ty Ii-A-A	18.00	EA	5.25	0.26	5.51	=	$	99.18
							$	1,722.02

SUBTOTAL COST		$	64,531.93
Bond Cost	1%	$	645.32
TOTAL COST		$	65,177.25

UNIT PRICE **$65,177.25 /LS**

EquipmentWatch™

www.equipmentwatch.com

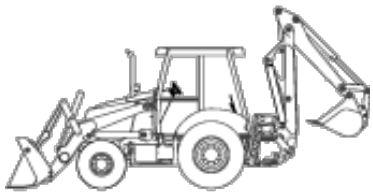
All prices shown in US dollars ($)

Rental Rate Blue Book®

October 15, 2019

Deere 310G (disc. 2007)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
13750 feet



Configuration for 310G (disc. 2007)

Drive	**4WD**	Loader Bucket Capacity--Heaped	**1.25 cu yd**
Net Horsepower	**70.0 hp**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,490.00	USD $700.00	USD $175.00	USD $26.00	USD $17.80	USD $31.95
Adjustments						
Region (Texas: 88.9%)	(USD $276.39)	(USD $77.70)	(USD $19.42)	(USD $2.89)		
Model Year (2005: 97.86%)	(USD $47.35)	(USD $13.31)	(USD $3.33)	(USD $0.49)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,166.26**	**USD $608.99**	**USD $152.25**	**USD $22.62**	**USD $17.80**	**USD $30.11**

Non-Active Use Rates

	Hourly
Standby Rate	USD $6.15
Idling Rate	USD $20.67

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $846.60/mo
Overhaul (ownership)	45%	USD $1,120.50/mo
CFC (ownership)	11%	USD $273.90/mo
Indirect (ownership)	10%	USD $249.00/mo
Fuel (operating) @ USD 3.07	47%	USD $8.36/hr

Revised Date: 2nd half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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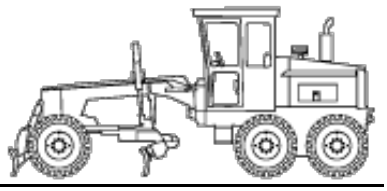
All prices shown in US dollars ($)

Rental Rate Blue Book®

January 23, 2020

Caterpillar 140M3
Articulated Frame Graders

Size Class:
250 HP & Over
Weight:
HP



Configuration for 140M3

Moldboard Size	**12 ft x 24 in x 0.87 in**	Net Horsepower	**252.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,190.00	USD $3,975.00	USD $995.00	USD $150.00	USD $62.21	USD $142.84
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,190.00**	**USD $3,975.00**	**USD $995.00**	**USD $150.00**	**USD $62.21**	**USD $142.84**

Non-Active Use Rates

	Hourly
Standby Rate	USD $45.15
Idling Rate	USD $105.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $4,824.60/mo
Overhaul (ownership)	45%	USD $6,385.50/mo
CFC (ownership)	11%	USD $1,560.90/mo
Indirect (ownership)	11%	USD $1,560.90/mo
Fuel (operating) @ USD 3.07	40%	USD $24.68/hr

Revised Date: 1st half 2020

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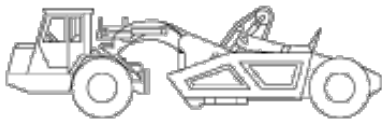
All prices shown in US dollars ($)

Rental Rate Blue Book®

October 15, 2019

Caterpillar 623G
Single Engine Elevating Scrapers

Size Class:
18 & Under 30CY
Weight:
82530 CY



Configuration for 623G

Net Horsepower	**365.0 hp**	Operator Protection	**EROPS**
Power Mode	**Diesel**	Scraper Capacity	**18.0 - 23.0 cu yd**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $35,540.00	USD $9,950.00	USD $2,490.00	USD $375.00	USD $148.30	USD $350.23
Adjustments						
Region (Texas: 88.9%)	(USD $3,944.94)	(USD $1,104.45)	(USD $276.39)	(USD $41.63)		
Model Year (2007: 95.3%)	(USD $1,484.97)	(USD $415.74)	(USD $104.04)	(USD $15.67)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $30,110.09**	**USD $8,429.81**	**USD $2,109.57**	**USD $317.71**	**USD $148.30**	**USD $319.38**

Non-Active Use Rates	Hourly
Standby Rate	USD $85.54
Idling Rate	USD $213.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	USD $10,306.60/mo
Overhaul (ownership)	53%	USD $18,836.20/mo
CFC (ownership)	9%	USD $3,198.60/mo
Indirect (ownership)	9%	USD $3,198.60/mo
Fuel (operating) @ USD 3.07	29%	USD $42.58/hr

Revised Date: 2nd half 2019

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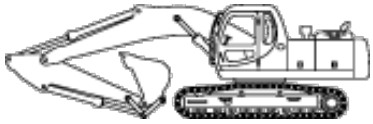
All prices shown in US dollars ($)

Rental Rate Blue Book®

March 2, 2020

Caterpillar 330D L (disc. 2009)
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
79700 lbs

Configuration for 330D L (disc. 2009)

Bucket Capacity - Heaped	**1.56 cu yd**	Net Horsepower	**266.0 hp**
Operating Weight	**36.2 mt**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,940.00	USD $4,185.00	USD $1,045.00	USD $155.00	USD $82.37	USD $167.26
Adjustments						
Region (Texas: 90.6%)	(USD $1,404.36)	(USD $393.39)	(USD $98.23)	(USD $14.57)		
Model Year (2009: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $13,535.64**	**USD $3,791.61**	**USD $946.77**	**USD $140.43**	**USD $82.37**	**USD $159.28**

Non-Active Use Rates

	Hourly
Standby Rate	USD $38.45
Idling Rate	USD $111.10

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $5,527.80/mo
Overhaul (ownership)	46%	USD $6,872.40/mo
CFC (ownership)	10%	USD $1,494.00/mo
Indirect (ownership)	6%	USD $896.40/mo
Fuel (operating) @ USD 3.07	42%	USD $34.19/hr

Revised Date: 1st half 2020

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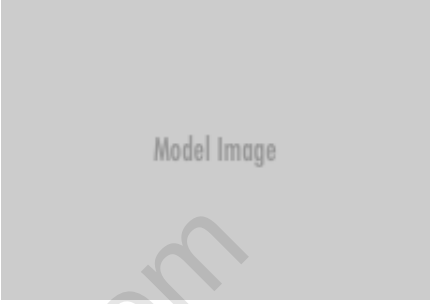
Rental Rate Blue Book®

April 11, 2018

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A



Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Power Mode	**Gasoline**
Horsepower	**285**	Cab Type	**Crew**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	$855.00	$240.00	$60.00	$9.00	$16.40	$21.26
Adjustments						
Region (Texas DOT: 91.4%)	($73.53)	($20.64)	($5.16)	($0.77)		
Model Year (2018: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$781.47**	**$219.36**	**$54.84**	**$8.23**	**$16.40**	**$20.84**

Non-Active Use Rates

	Hourly
Standby Rate	$2.22
Idling Rate	$17.17

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	$478.80/mo
Overhaul (ownership)	29%	$247.95/mo
CFC (ownership)	5%	$42.75/mo
Indirect (ownership)	10%	$85.50/mo
Fuel (operating) @ 2.35	78%	$12.73/hr

Revised Date: 1st Half 2018

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 27, 2020

Volvo L110F (disc. 2012)
4-Wd Articulated Wheel Loaders

Size Class:
225 - 249 HP
Weight:
40880 lbs

Configuration for L110F (disc. 2012)

Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,400.00	USD $1,795.00	USD $450.00	USD $68.00	USD $40.25	USD $76.61
Adjustments						
Region (Texas: 88.9%)	(USD $710.40)	(USD $199.24)	(USD $49.95)	(USD $7.55)		
Model Year (2007: 96.55%)	(USD $196.21)	(USD $55.03)	(USD $13.80)	(USD $2.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,493.39**	**USD $1,540.73**	**USD $386.25**	**USD $58.37**	**USD $40.25**	**USD $71.46**

Non-Active Use Rates

	Hourly
Standby Rate	USD $15.61
Idling Rate	USD $48.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $2,816.00/mo
Overhaul (ownership)	39%	USD $2,496.00/mo
CFC (ownership)	7%	USD $448.00/mo
Indirect (ownership)	10%	USD $640.00/mo
Fuel (operating) @ USD 2.40	44%	USD $17.54/hr

Revised Date: 2nd half 2020

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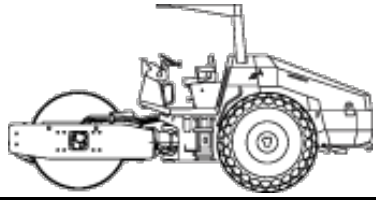
All prices shown in US dollars ($)

Rental Rate Blue Book®

January 28, 2020

Hamm H 25i C P
Single Drum Vibratory Compactors

Size Class:
15.0 MTons & Over
Weight:
MT



Configuration for H 25i C P

Drum Type	**Padfoot**	Drum Width	**84.3 in**
Net Horsepower	**214.4 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,155.00	USD $1,445.00	USD $360.00	USD $54.00	USD $40.84	USD $70.13
Adjustments						
Region (Texas: 89.4%)	(USD $546.43)	(USD $153.17)	(USD $38.16)	(USD $5.72)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,608.57**	**USD $1,291.83**	**USD $321.84**	**USD $48.28**	**USD $40.84**	**USD $67.03**

Non-Active Use Rates

	Hourly
Standby Rate	USD $13.09
Idling Rate	USD $43.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD $2,525.95/mo
Overhaul (ownership)	26%	USD $1,340.30/mo
CFC (ownership)	13%	USD $670.15/mo
Indirect (ownership)	11%	USD $567.05/mo
Fuel (operating) @ USD 3.07	42%	USD $17.06/hr

Revised Date: 1st half 2020

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All prices shown in US dollars ($)

Rental Rate Blue Book®

October 27, 2020

Miscellaneous DSL 6X4 4000
On-Highway Water Tankers

Size Class:
200 HP & Over
Weight:
14000 lbs

Configuration for DSL 6X4 4000

Horsepower	**250.0**	Power Mode	**Diesel**
Tank Capacity	**4000.0 gal**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,875.00	USD $1,085.00	USD $270.00	USD $41.00	USD $30.07	USD $52.09
Adjustments						
Region (Texas: 91.4%)	(USD $333.25)	(USD $93.31)	(USD $23.22)	(USD $3.53)		
Model Year (2012: 95.82%)	(USD $148.20)	(USD $41.50)	(USD $10.33)	(USD $1.57)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,393.55**	**USD $950.20**	**USD $236.45**	**USD $35.91**	**USD $30.07**	**USD $49.35**

Non-Active Use Rates

	Hourly
Standby Rate	USD $9.64
Idling Rate	USD $34.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD $1,976.25/mo
Overhaul (ownership)	32%	USD $1,240.00/mo
CFC (ownership)	5%	USD $193.75/mo
Indirect (ownership)	12%	USD $465.00/mo
Fuel (operating) @ USD 2.40	50%	USD $15.00/hr

Revised Date: 2nd half 2020

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October 27, 2020

Miscellaneous 4X4 8.5KGVW GAS

On-Highway Flatbed Trucks

Size Class:
6,001 - 10,000 GVW
Weight:
N/A

Configuration for 4X4 8.5KGVW GAS

Axle Configuration	**4X4**	Horsepower	**220.0**
Maximum Gross Vehicle Weight	**8500.0 lbs**	Power Mode	**Gasoline**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $805.00	USD $225.00	USD $56.00	USD $8.00	USD $20.57	USD $25.14
Adjustments						
Region (Texas: 91.4%)	(USD $69.23)	(USD $19.35)	(USD $4.82)	(USD $0.69)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $735.77**	**USD $205.65**	**USD $51.18**	**USD $7.31**	**USD $20.57**	**USD $24.75**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.09
Idling Rate	USD $20.22

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	USD $394.45/mo
Overhaul (ownership)	33%	USD $265.65/mo
CFC (ownership)	6%	USD $48.30/mo
Indirect (ownership)	12%	USD $96.60/mo
Fuel (operating) @ USD 2.17	78%	USD $16.04/hr

Revised Date: 2nd half 2020

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AUSTIN WOOD RECYCLING
3875 E. Whitestone Blvd.
Cedar Park, TX 78613

Ph: (512) 259-7430 Fx: (512) 259-6482
info@austinwoodrecycling.com
www.austinwoodrecycling.com

January 16, 2019

Matt Gold & Tanner Ruckel
Jordan Foster Construction, LLC
9801 Westheimer, Ste 320
Houston, TX 77042
Ph: 512-698-3446
Email: mgold@joeblandconstruction.com
CC Email: truckel@joeblandconstruction.com

RE: SEWARD JUNCTION IMPROVEMENTS
(NOTE: Final price will be based on total acreage size. If prior arrangements have been made negating the above statement, the details will be enclosed in this proposal.)

Austin Wood Recycling proposes the following.
Please sign and return this proposal for our files.

40 Cubic Yard Roll-off Boxes: (+/-20 Boxes)

- Drop Fee: **$150.00 plus tax if applicable**
- Swap Fee: **$300.00 per box, plus tax if applicable**
-

Texas Native Hardwood Mulch: $14.00/CY
TXDOT Compost: $21.00/CY

Prices include any and all supervision, insurance, equipment and labor.
Prices do not include the removal of rock and dirt.

PLEASE NOTE: QUOTED PRICES ARE GOOD FOR *ONLY* 60 DAYS.
ALL INVOICES ARE DUE 10 DAYS UPON RECEIPT.
Invoices Past 30 Days Will Be Assessed Finance Charges Equal To 18% Annual Interest (1.5% Monthly)
VENUE FOR ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE TRAVIS COUNTY, TEXAS.

Approved & Accepted (PLEASE COMPLETE INFO BELOW & RETURN FOR OUR FILES):

Signed: _____ Name (printed):_____

Title: _____ Date: _____
Physical jobsite address: _____
Name of Project Owner: _____

Owner Address: _____
_____
Ph/Fax/Email: _____

Sincerely,

Scott Scudder
Sales & Estimating
AUSTIN LAND SERVICE
AUSTIN WOOD RECYCLING

875 CR 239
FLORENCE, TX 76527
(512) 863-2711
HTTP://WWW.CTXSTONE.COM

CENTRAL TEXAS
STONE AND AGGREGATE

Quote

To:	Jordan Foster Construction	**From:**	Cole Bland Central Texas Stone & Aggregate
Job:	Seward Junction Improvements	**County:**	Williamson
Date:	7/17/20	**Bid Date:**	

The following material is offered for sell by Central Texas Stone & Aggregates for the above project subject to the provisions of this quote.

Product Description	Units	Quantity	Unit Price
SP 108 Grade 4 Flex Base	TON	--	$6.50

Comments:

-All prices are FOB CTSA Quarry (875 C.R. 239)
-Seller not responsible for delays due to weather & other production/delivery issues beyond our control
-Prices do not include any sales, use, city, state, federal, excise taxes or fuel surcharges, all of which must be paid by Purchaser, as applicable
-Price valid for 60 days, unless stated otherwise
-Prices subject to change for additional quantities

Material Quotation

1320 Arrow Point Dr Suite 600, Cedar Park, TX 78613
Phone: 512-861-7100 Fax: 512-238-1420
www.apac-texas.com

Customer Acct No.	242414	**Quote Number**	Q439563-2
Submitted To:	Jordan Foster Construction	**Project Name:**	Seward Junction Improvements
Contact Name:	Matt Gold	**Project Address:**	CR 259 & CR 266 Seward Junction, TX
Address:	7700 CF Jordan Dr El Paso, TX 79912		
Contact Phone:	(512)-990-8313	**Project Tax Exempt**	No
Contact Fax:	(512)-990-3785	**Quote Date:**	1/15/2019

Quoted By: Raul Gonzalez raul.gonzalez@txconcrete.com

Texas Concrete proposes to furnish the following materials for the above project:

Product Code	Product Description	Other Notes	UOM	Quantity	Material Price
T0000	TXDOT Non-Excavatble (Oak Grove)	TXDOT Non Excavatable Flowable Fill	CY	125	$81.50
T2000	TXDOT Class B (Oak Grove)	TXDOT Class B	CY	475	$86.00
T3025	TXDOT Class A (Oak Grove)	TXDOT Class A	CY	1,250	$89.00
T3501	TXDOT Class C (Oak Grove)	TXDOT Class C	CY	200	$93.50
T3505	TXDOT Class CP (Oak Grove)	TXDOT Class C (Piers)	CY	50	$95.00
T4009	TXDOT Class S (Oak Grove)	TXDOT Class S	CY	475	$94.00
T4013	TXDOT Class P (Oak Grove)	TXDOT Class P	CY	20,000	$92.50

Terms and Conditions:
PRICES are subject to applicable STATE and CITY Sales Taxes. Projects that are tax exempt must have a certificate on file before the material is delivered. PRICES are based on acceptance in writing within 30 days of quote date. Any costs associated with the use of a payment portal will be the responsibility of the customer.

Regular mixes are designed with 25%-30% Fly Ash and 1" Aggregate at a 2" - 5" Slump with Standard Admixtures. Charges for MRWR and HRWR Reducer (Super plasticizer) based on sack content. Mix designs required to meet additional specifications will be charged accordingly. Ice or accelerators for temperature control shall have an additional charge.

ADDITIONAL PRICING			
Item	**Price**	**Liquid Nitrogen – Temperature Control**	**Price**
Grout Fee (applicable on loads less than 6 cubic yards)	Based on delivered quantity	95 Degrees	$ 25.00 / CY
Specialty Aggregates (3/8", 3/4")	$ 6.00 / CY	90 Degrees	$ 30.00 / CY
Environmental Compliance/Waste Recovery Fee	$ 15.00 / LOAD	85 Degrees	$ 35.00 / CY
		75 Degrees	$ 45.00 / CY

Short Load Charges will apply to all mixes including grout for pump priming (per load)				
5.00 TO 5.75 CY: $40.00	4.00 TO 4.75 CY: $80.00	3.00 TO 3.75 CY: $120.00	2.00 TO 2.75 CY: $160.00	1.00 TO 1.75 CY: $200.00

A $4.00 per CY escalator will be effective 1-1-2020 and again every 12 months for duration of project. Mix designs with no fly ash or more expensive fly ash equivalents requested by customer or due to supply constraints will be charged extra at a rate of $1.00 per sack of total cementitious. Normal delivery hours are Monday-Friday 3:00 am to 3:00 pm. There will be a $10.00/cy up charge for deliveries scheduled to begin outside of these hours along with a $1000.00 opening fee on orders less than 100cy. Above quantities are estimates only. Please reference quote number when placing order so that the correct price may be picked up and include it on tax exempt certificate if applicable.

Accepted By: Jordan Foster Construction
Print Name: JC Kindel
Signature: Jc Kindel
Title: Project Manager
Date: 04/12/2019

Texas Concrete
Print Name: _____
Signature: _____
Title: _____
Date: _____

FLASHER Equipment Co

Main Office:
5827 W. US HWY 90
San Antonio, Tx 78227
Phone: 210-736-4251
Fax: 210-736-2084
www.flasherequipment.com

75 County Road 372
Jarrell, TX 76537
Phone: (512) 746-4441
Fx: (512) 746-4444

PROJECT: SEWARD JUNCTION IMPROVMENTS
DATE: JUNE 1, 2020
TERMS: 30 DAYS WITH ACCOUNT / PRE PAY WITHOUT ACCOUNT
LOCATION: WILLIAMSON COUNTY

QUOTE # 13868B

CHANGE ORDER 2

TRAFFIC CONTROL

ITEM	Description	Unit	Qty.	Price	Amount
502	MOBILIZATION	LS	1	$1,850.00	$1,850.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$625.00	$1,250.00

*** PRICE IS BASED ON INSTALLING THE COUNTY ROAD 260 DETOUR AS PER PLAN SHEETS PROVIDED.**

SUB TOTAL	$3,100.00
TAX	$255.75
TOTAL	$3,355.75

PAVEMENT MARKING

ITEM	Description	Unit	Qty.	Price	Amount
	MOBILIZATION	EA	1	$1,250.00	$1,250.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	48	$6.50	$312.00
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)	LF	1400	$0.38	$532.00
972-6009	REFL PAV MRKR TY II-A-A	EA	18	$5.25	$94.50
		TOTAL			$2,188.50

SIGNAGE

ITEM	Description	Unit	Qty.	Price	Amount
	MOBILIZATION	EA	1	$950.00	$950.00
644-6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	2	$350.00	$700.00
		TOTAL			$1,650.00

NOTES AND EXCLUSIONS

TRAFFIC CONTROL
* All notes and exclusions from original proposal shall apply to this change order.
*** Any items not specifically noted will be additional.**

PAVEMENT MARKING
* All notes and exclusions from original proposal shall apply to this change order.
*** Any items not specifically noted will be additional.**

SIGNAGE
* All notes and exclusions from original proposal shall apply to this change order.
*** Any items not specifically noted will be additional.**

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
14101 US 290 W #2000-B
Austin, TX 78737
Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **January 14, 2020** **Proposal #:** **0120-1588 C.O.**
Project: **Seward Junction Improvements - Change Order Work at CR 260**
Owner: **Williamson County**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
164 WC04	Seeding Temp Cool Type 4	SY	196.00	$3.32	$650.00
164 WC07	Seeding Temp & Perm Cool Type 7	SY	588.00	$1.11	$650.00
166 6002	Fertilizer	TON	0.02	$3,500.00	$70.00
506-6002	Rock Filter Dam Install Type 2	LF	72.00	$25.00	$1,800.00
506-6011	Rock Filter Dam Remove	LF	72.00	$13.25	$954.00
506-6038	Temp Sedmt Cont Fence Install	LF	30.00	$5.00	$150.00
506-6039	Temp Sedmt Cont Fence Remove	LF	30.00	$5.00	$150.00
8	Remove & Replace Existing Sign Type 10BWG	EA	2.00	$500.00	$1,000.00
529-6038	Ribbon Curb	LF	80.00	$36.00	$2,880.00
				TOTAL	**$8,304.00**

Notes:

All permits, lane closures and traffic control are excluded.
All layout is excluded.
General Contractor to provide access and staging area for ESSI materials & equipment.
All maintenance is excluded.
All clearing, topsoil, soil preparation (including disking!), herbicide, mowing, weeding and watering are excluded.
General Contractor to provide water onsite for seeding application if hydromulching is required.
General Contractor to provide initial and subsequent watering of revegetated areas.
Seeding and fertilizer prices are based on a $500.00 minimum per move-in.
Rock filter dam items are based on $950.00 minimum per move-in.
Silt fence items are based on a $500.00 minimum per move-in if not performed with other scopes of work.
If you prefer to remove silt fence with your own forces, it is acceptable by ESSI.
No t-post caps or moveable rubber bases are included.
Concrete prices reflect placement of sand bed and concrete. Subgrade prep and base material to be by others.
Sign relocation pricing reflects new stubs only. If new posts or signs are needed, additional charges will apply.
No temporary signs/mounts, covering or turning of signs, solar or electrical is included.
All shoring and mass excavation are excluded.
All dewatering is excluded.
No sales tax is included in above pricing. If exempt, please send an exemption certificate.
If bond is required, add 2.5% of contract amount and place in mobilization.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Stacey Reinhart, Lead Project Manager/Estimator

Accepted by: _____ Date: _____

QUOTE FOR

Oldcastle Materials Texas, Inc.

1320 Arrow Point Drive, Suite 600

Cedar Park, TX 78613

Contact **David Reese**

E-Mail: **David.Reese@texasmaterials.com**

Telephone No: **512-633-5680**

Project:	Seward Junction Improvements	Location:	Seward Junction
Project #:	CR260 Add	Plant:	LH
County:	Williamson		
Bid Date:	01/04/2021		

***Additional work quote REV-01
***Pricing for CR260 add

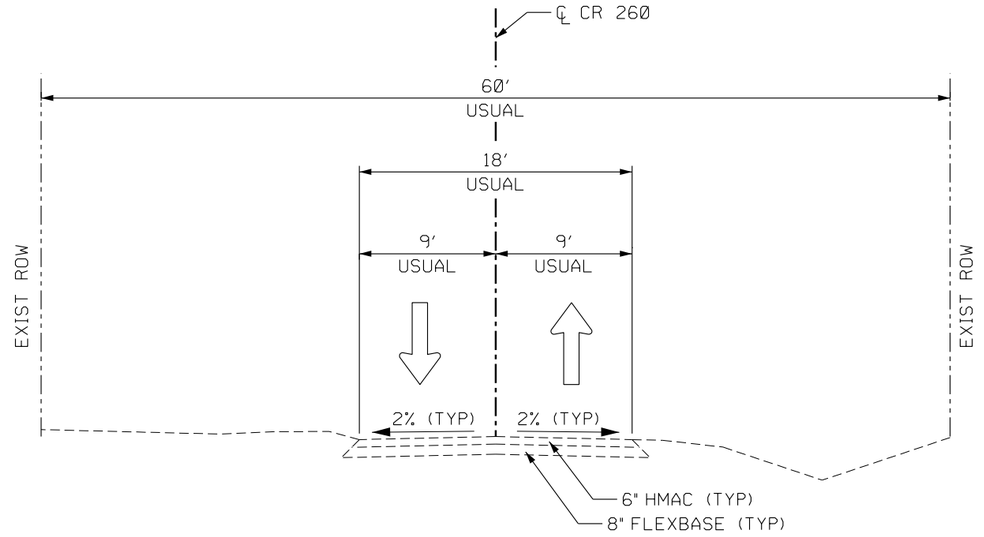
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
310-6001	CR260 PRIME COAT (MULTI OPTION)	272.00	GAL	4.40	1,196.80
316-6193	CR260 AGGR(TY-D GR-5 SAC-B)	10.00	CY	221.00	2,210.00
316-6413	CR260 ASPH(AC-15P, HFRS-2P OR CRS-2P)	385.00	GAL	6.40	2,464.00
341-6008	CR260 D-GR HMA TY-B PG64-22	296.00	TON	75.00	22,200.00
341-6027	CR260 D-GR HMA TY-D SAC-B PG70-22	144.00	TON	99.00	14,256.00
500-6001	CR260 MOBILIZATION	1.00	LSU	4,500.00	4,500.00
GRAND TOTAL					**$46,826.80**

NOTES:

***MOBILIZATION- Pricing includes one mobilization. Additional to be charged at $4,500/EA
***TRAFFIC CONTROL-Pricing excludes traffic control.
***MILLING- Price excludes milling.
***TAXES-Work Quoted as NON Taxable.
1.Testing for HMAC QCQA items only.
2.Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed.
3.If a payment and performance bond is required then add 1.5% to the overall bid price.
4.Wheeler to retain all production, ride and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on Wheeler's unit prices or the unit bid prices whichever is greater .
5.General contractor to provide onsite staging area convenient to Wheeler's work for equipment, material storage, and equipment cleaning within the project limits.
6.Additional terms of this quote are based upon: acceptable contract/subcontract language, and credit approval.
7.Terms are net 10th of the month. This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review and or revision. All courses preceding those to be paved by Wheeler shall meet or exceed the governing specifications and also meet or exceed the ride specifications. If longitudinal joint location is critical or desired, they shall be laid out by the general contractor prior to the placement of any courses. No retainage shall be withheld from any payments due Wheeler. This quote will become part of the subcontract agreement and shall supersede any other conflicting language in the subcontract agreement.

QUOTE ACCEPTED BY-

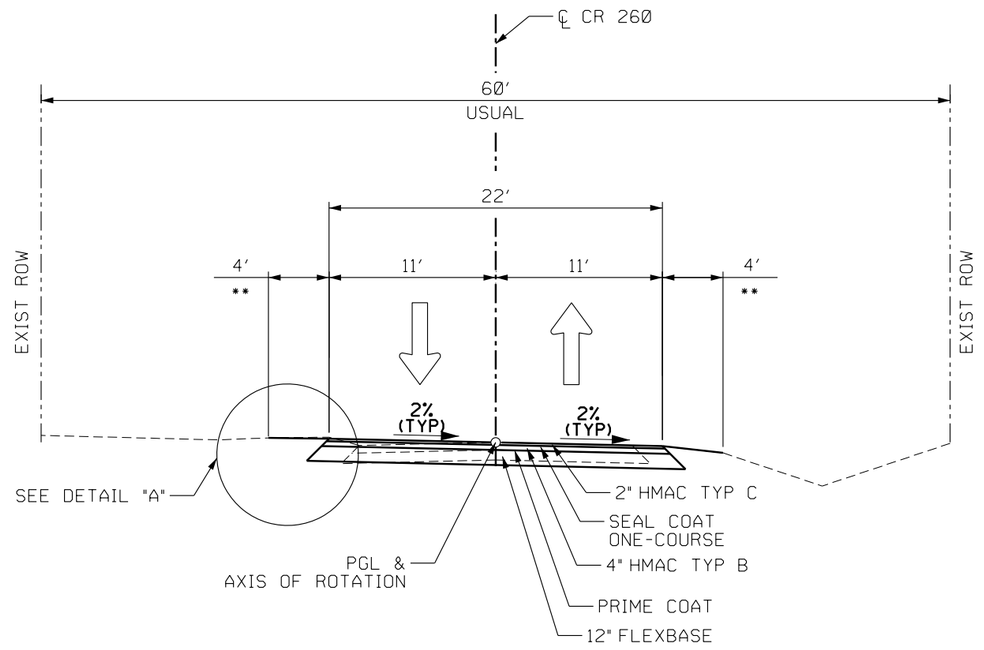
NAME:_____DATE:_____



EXISTING TYPICAL SECTION - CR 260
NOT TO SCALE

NOTES:

1. SEE CROSS SLOPE IN PLANS FOR MORE INFORMATION.

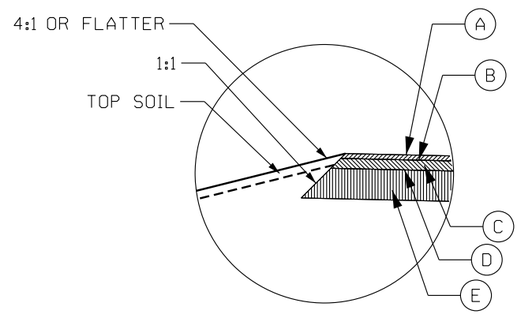


PROPOSED TYPICAL SECTION - CR 260
371+75.00 - 378+00.00
NOT TO SCALE

** LIMITS OF TOPSOIL & SEEDING
LIMITS OF CONSTRUCTION

LEGEND

- (A) - 2" HOT MIX TY C (SAC B) (PG 70-22)
- (B) - SEAL COAT ONE-COURSE
- (C) - 4" HOT MIX TY B (PG 64-22)
- (D) - PRIME COAT (MC-30 OR AE-P)
- (E) - 12" FLEX BASE (COMPL IN PLACE) (TY A GR 4) (FINAL POS)



DETAIL "A"

STATE OF TEXAS
RANDY L. EHRESMAN
115628
LICENSED PROFESSIONAL ENGINEER

2/17/2020

NO.	DATE	REVISIONS	RECOM'D

WILLIAMSON COUNTY
1848

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HNTB The HNTB Companies Infrastructure Solutions

TBPE FIRM REGISTRATION NO.: 420

SEWARD JUNCTION SOUTHEAST

CR 260 TYPICAL SECTION

DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: HNTB	6	TEXAS						260
DW: HNTB	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.		JOB NO.		SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON						01

DATE: 2/17/2020
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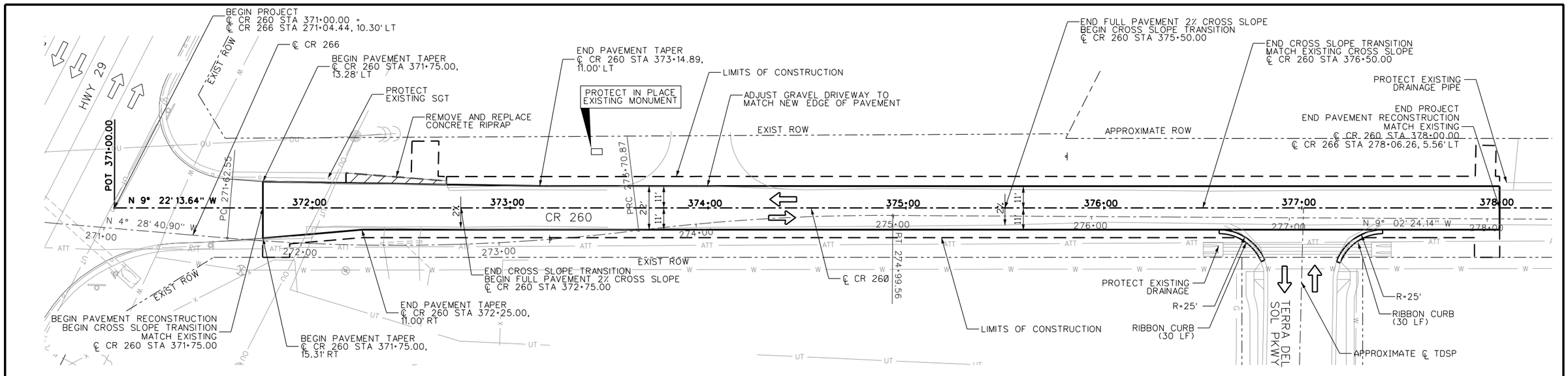

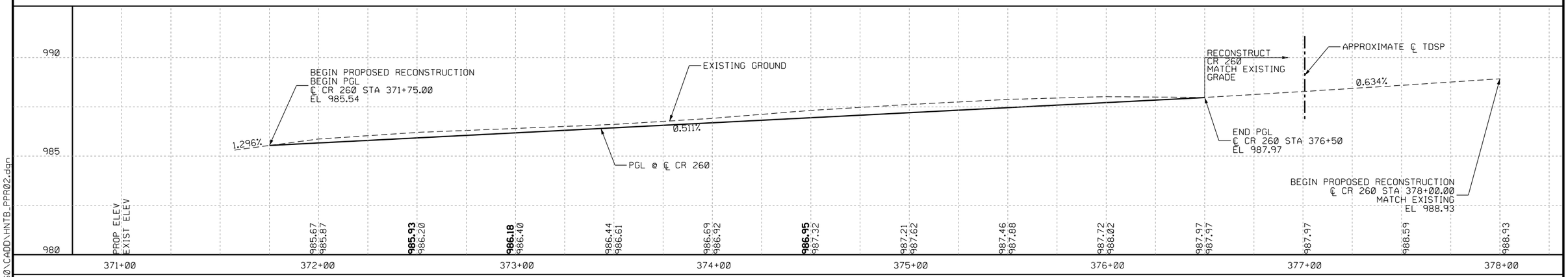

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO RECONSTRUCT CR 260 (FROM TERRA DEL SOL PKWY TO SH 29) USING DETOUR, SEE DETOUR PLAN.
3. CONTRACTOR TO RECONSTRUCT CR 260 (FROM TERRA DEL SOL PKWY TO NORTHERN END OF CR 260 RECONSTRUCTION) IN CONJUNCTION WITH TXDOT TCP STANDARD TCP (2-2)-18.
4. ACCESS TO TERRA DEL SOL PKWY SHALL BE PROVIDED AT ALL TIMES.
5. CONTRACTOR TO REPAIR PAVEMENT AT TERRA DEL SOL PKWY CURB RETURNS WITH HMA AFTER INSTALLING RIBBON CURB.
6. CONTRACTOR TO REMOVE AND REPLACE EXISTING SIGNS WITHIN ROW, REFER TO TXDOT STANDARDS FOR DETAILS FOR SIGN PLACEMENT.

LEGEND

- EXIST ROW
- PROPOSED LIMITS OF CONSTRUCTION
- EXIST FENCE (X)
- EXIST OVERHEAD UTILITY (OU)
- EXIST WASTEWATER (WW)
- EXIST BURIED CABLE (UT)
- EXIST WATER (W)
- EXIST ATT FIBER (ATT)
- EXIST GAS (G)
- DITCH FLOW DIRECTION
- TRAFFIC FLOW ARROWS

℄ CR 260 ALIGN

Point 206-1 N = 3074751.1276 E = 10209521.8836 Sta 371+00.00
Course from CR 260-1 to CR 260-2 N 9° 22' 13.64" W Dist 800.00
POINT 260-2 N = 3074620.8738 E = 10210311.2086 Sta 379+00.00

STATE OF TEXAS
RANDY L EHRESMAN
115628
LICENSED
PROFESSIONAL ENGINEER

2/17/2020

0 25' 50'
SCALE: 1" = 50'H

WILLIAMSON COUNTY
1848

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HNTB The HNTB Companies Infrastructure Solutions
TBPE FIRM REGISTRATION NO.: 420

SEWARD JUNCTION SOUTHEAST

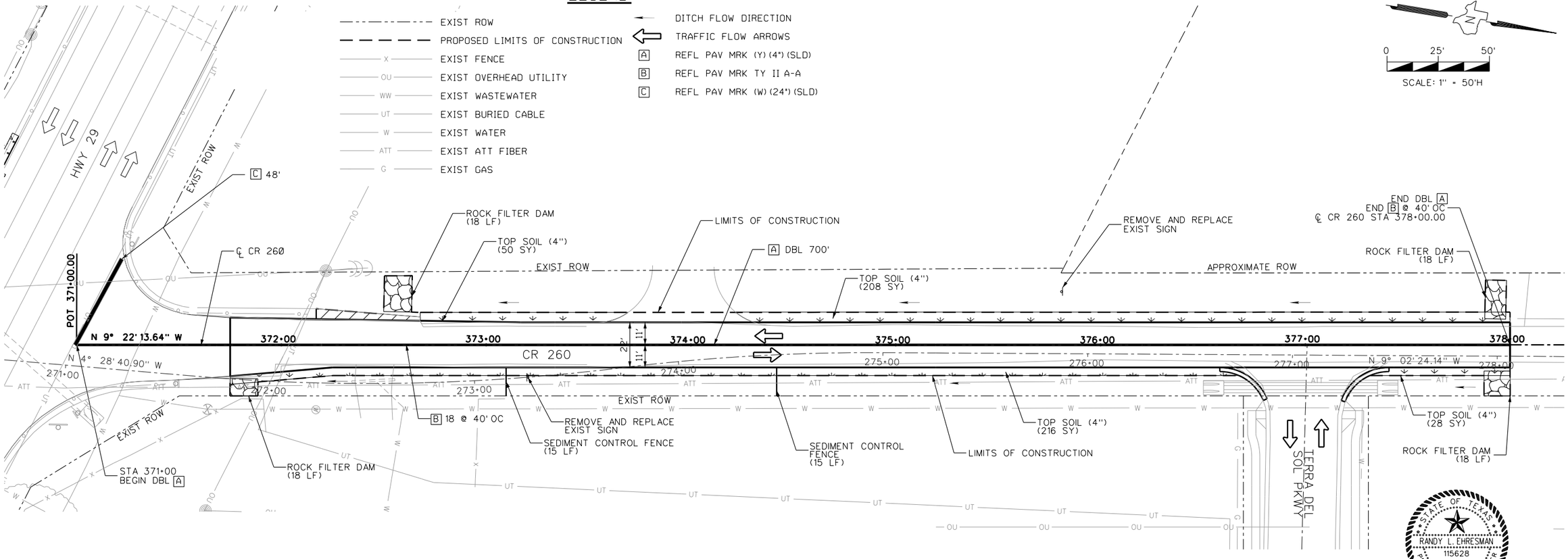
CR 260 PAVEMENT WIDENING PLAN AND PROFILE SHEET

DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HNTB	6	TEXAS					260
DW: HNTB	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON					02

DATE: 2/17/2020
DRAWING FILE: C:\Users\rehresman\Desktop\Projects\Seward Junction\CR 260\CADD\HNTB_PPR02.dgn

LEGEND

- EXIST ROW
- PROPOSED LIMITS OF CONSTRUCTION
- EXIST FENCE (X)
- EXIST OVERHEAD UTILITY (OU)
- EXIST WASTEWATER (WW)
- EXIST BURIED CABLE (UT)
- EXIST WATER (W)
- EXIST ATT FIBER (ATT)
- EXIST GAS (G)
- DITCH FLOW DIRECTION
- TRAFFIC FLOW ARROWS
- [A] REFL PAV MRK (Y) (4") (SLD)
- [B] REFL PAV MRK TY II A-A
- [C] REFL PAV MRK (W) (24") (SLD)



•REMOVAL OF EXISTING ASPHALT PAVEMENT IS SUBSIDIARY TO EXCAVATION ROADWAY.

ROADWAY & TRAFFIC CONTROL SUMMARY												
ITEM	100	104	110•	247	310	316	316	341	341	432	529	502
DESC CODE	6002	6009	6001	6044	6001	6193	6413	6008	6027	6001	6038	6001
DESCRIPTION	PREPARING ROW	REMOVING CONC (RIPRAP)	EXCAVATION (ROADWAY)	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	PRIME COAT (MULTI OPTION)	AGGR (TY-D GR-5 SAC-B)	ASPH (AC-15P, HFRS-2P OR CRS-2P)	D-GR HMA TY-B PG64-22	D-GR HMA TY-C SAC-B PG70-22	RIPRAP (CONC (4 IN)	CONC CURB (RIBBON)	BARRICADES, SIGNS AND TRAFFIC HANDLING
UNIT	STA	SY	CY	CY	GAL	CY	GAL	TON	TON	CY	LF	MO
RATES					0.20 gal/sy	1 cy/130 sy	0.30 gal/sy	115 lb/sy/in	115 lb/sy/in			
CR 260	6	19.5	952	567	340	12	482	369	181	2.4	60	2

PAVEMENT MARKING & EROSION CONTROL SUMMARY												
ITEM	666	666	672	160	164	164	166	168	506	506	506	506
DESC CODE	6048	6315	6009	WC002	WC04	WC07	6002	WC01	6002	6011	6038	6039
DESCRIPTION	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	RE PM W/ RET REQ TY I (Y) (4") (SLD) (100 MIL)	REFL PAV MRK TY II -A-A	FURNRISHING AND PLACING TOPSOIL (4")	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY4)	SEEDING FOR EROSION CONTROL (TEMP & PERM) (COOL) (TY 7)	FERTILIZER	VEGETATIVE WATERING	ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)
UNIT	LF	LF	EA	SY	SY	SY	TON	MG	LF	LF	LF	LF
RATES							1/8 lb/sy	temp = 10 gal/sy perm = 20 gal/sy				
CR 260	48	1400	18	502	251	753	0.03	12.6	72	72	30	30

STATE OF TEXAS
RANDY L. EHRESMAN
115628
LICENSED PROFESSIONAL ENGINEER

Randy Ehresman 2/17/2020

NO.	DATE	REVISIONS	RECOM'D

WILLIAMSON COUNTY 1848

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HNTB The HNTB Companies Infrastructure Solutions

TBPE FIRM REGISTRATION NO.: 420

SEWARD JUNCTION SOUTHEAST

CR 260
SW3P/PAVEMENT MARKING PLAN SHEET

DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.			HIGHWAY NO.
CK DN: HNTB	6	TEXAS				260
DW: HNTB	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON				03

DATE: 2/17/2020
DRAWING FILE: C:\Users\rehresman\Desktop\Projects\Seward Junction\CR 260\CADD\HNTB_PL01.dgn

1		TY III BARRICADE
2	DETOUR AHEAD	CW20-2D
3	ROAD CLOSED AHEAD	CW20-3D
4	ROAD CLOSED	R11-2
5	ROAD CLOSED 1.5 MILES AHEAD LOCAL TRAFFIC ONLY	R11-3A
6	ROAD CLOSED TO THRU TRAFFIC	R11-4
7	CR 260	D3-1
8	DETOUR	M4-8
9	END DETOUR	M4-8A
10	DETOUR	M4-9S
11	DETOUR	M4-9L
12	DETOUR	M4-9R
13	DETOUR	M4-9AL
14	DETOUR	M4-9AR

NOTES:

1. SIGN LOCATION ARE APPROXIMATE AND MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO MATCH FIELD CONDITIONS.

STATE OF TEXAS
RANDY L. EHRESMAN
115628
LICENSED PROFESSIONAL ENGINEER

2/17/2020

NO.	DATE	REVISIONS	RECOM'D

WILLIAMSON COUNTY 1848

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TBPE FIRM REGISTRATION NO.: 420

SEWARD JUNCTION SOUTHEAST

CR 260 DETOUR PLAN

DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: HNTB	6	TEXAS						260
DW: HNTB	STATE DIST.NO.	COUNTY		CONTROL NO.	SECTION NO.		JOB NO.	SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON						04

DATE: 2/17/2020
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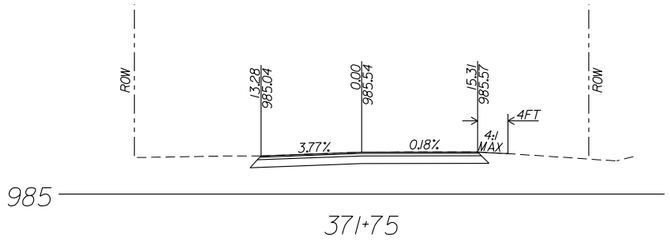
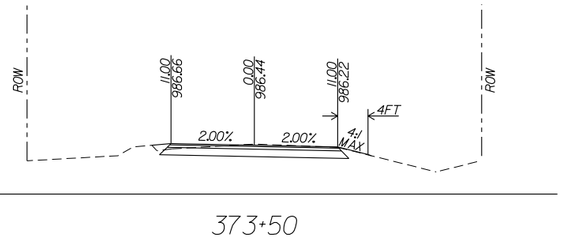
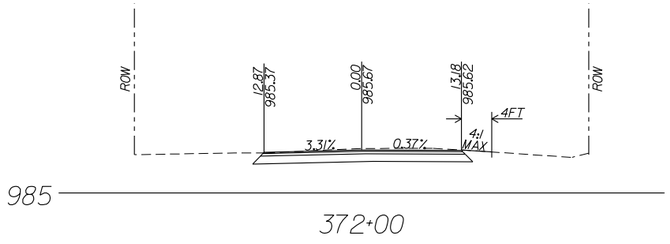
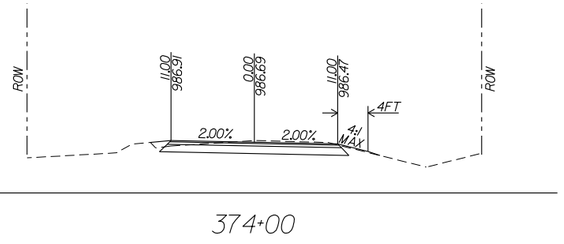
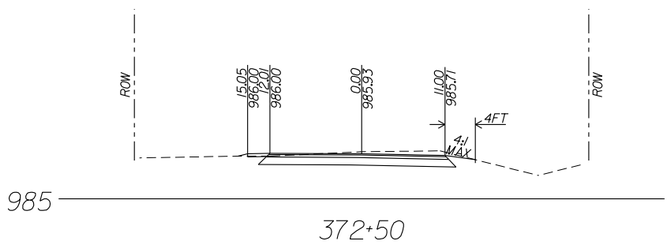
2/17/2020 C:\Users\rehresman\Desktop\Projects\Seward Junction\CR 260\CADD\HNTB_TCP01.dgn

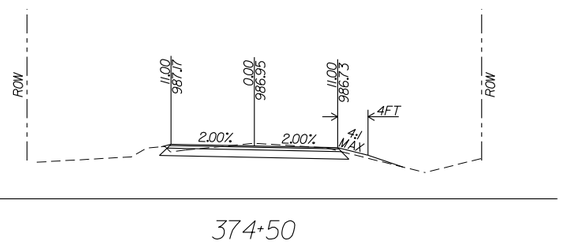


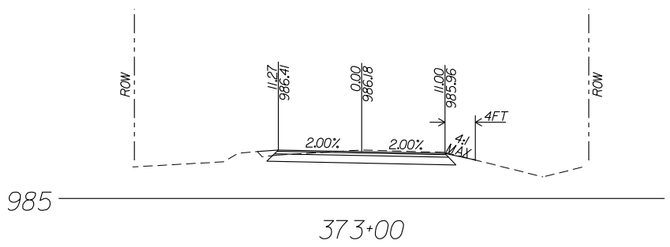


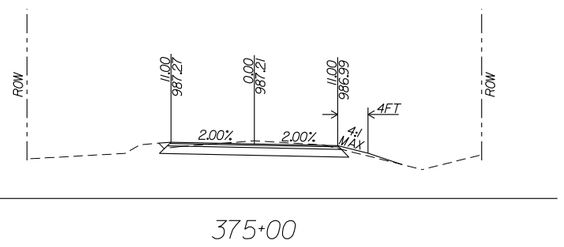












NO.	DATE	REVISIONS	RECOM'D

WILLIAMSON COUNTY
1848

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HNTB The HNTB Companies Infrastructure Solutions

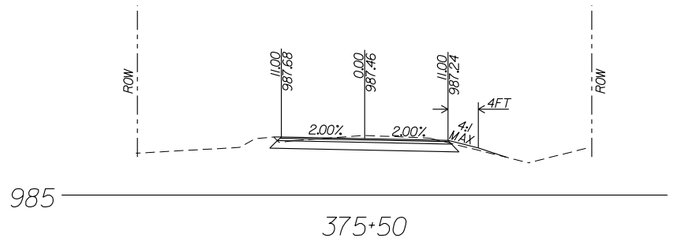
TBPE FIRM REGISTRATION NO.: 420

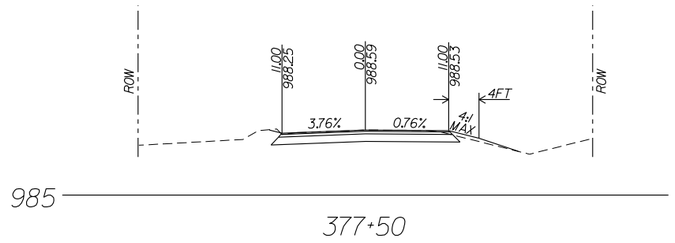
SEWARD JUNCTION SOUTHEAST

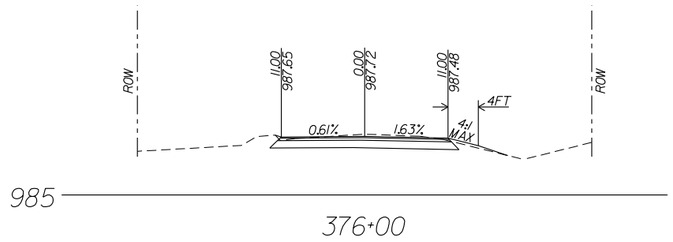
CR 260 CROSS SECTIONS

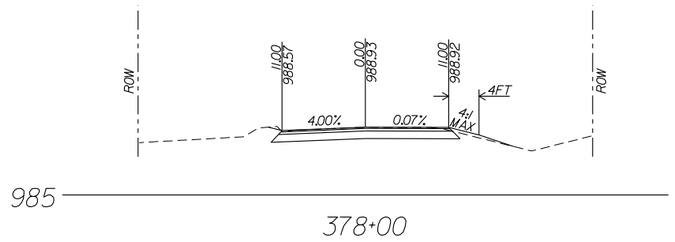
DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HNTB	6	TEXAS					260
DW: HNTB	STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.		JOB NO.	SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON					XS01

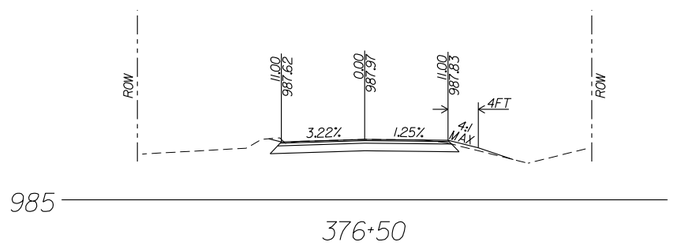
DATE: 2/17/2020
DRAWING FILE: C:\Users\rehresman\Desktop\Projects\Seward Junction\CR 260\CADD\HNTB_XS01.dgn

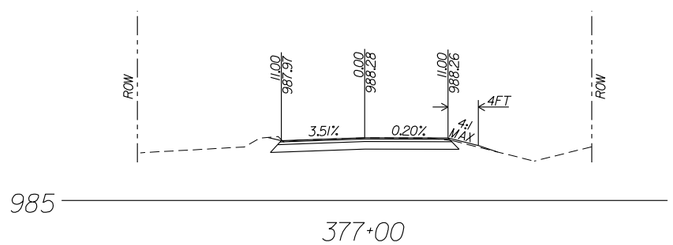












NO.	DATE	REVISIONS	RECOM'D

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The HNTB Companies
Infrastructure Solutions

TBPE FIRM REGISTRATION NO.: 420

SEWARD JUNCTION SOUTHEAST

CR 260 CROSS SECTIONS

DN: HNTB	FED.RD. DIV.NO.	STATE	PROJECT NO.					HIGHWAY NO.
CK DN: HNTB	6	TEXAS						260
DW: HNTB	STATE DIST.NO.	COUNTY	CONTROL NO.		SECTION NO.		JOB NO.	SHEET NO.
CK DW: HNTB	AUS	WILLIAMSON						XS02

DATE: 2/17/2020
DRAWING FILE: C:\Users\rehresman\Desktop\Projects\Seward Junction\CR 260\CADD\HNTB_XS01.dgn

Commissioners Court - Regular Session **40.**

Meeting Date: 02/02/2021

SE Loop Relocation Claim

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 relocation claim From Elizabeth Henning (Parcel 81) on the SE Loop project. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Henning Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:58 AM

Form Started By: Charlie Crossfield Started On: 01/28/2021 09:40 AM

Final Approval Date: 01/28/2021

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Elizabeth Henning	Parcel No.: 81		County: Williamson	
			Project: Corridor A-1 SE Loop	
	4. Occupancy of Property Acquired by County			
	From (Date): 2008		To (Date of Move): 12-20-2020	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	05	13	2020
2. Address of Property Acquired by County: 280 FM 3349 Taylor, Texas 76574	b. Date Property Acquired	10	15	2020
	c. Date Required to Move	12	20	2020
Apt. No.:	6. Dwelling:(house, apartment, etc.) ☒ Owner-occupied ☐ Tenant ☐ Furnished ☒ Unfurnished			
3. Address Moved To: Remainder of parcel 280 FM 3349 Taylor, Texas 76574	(1) Number of Rooms: 8			
	(2) Payment Schedule Amount $ 1,900.00			
Apt. No.:	(3) Total Amount of Claim: $ 1,900.00			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

12/02/2020
Date of Claim:

Elizabeth Henning
Claimant

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date: 12-2-2020

By: _____
Signature

9. Vacancy verified on:

See Exhibit A attached

Date:

By: _____
Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 1,900.00

1-22-2021
Date

_____
Relocation Agent

APPROVED

_____
Date

_____
Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	2	2
Study	1	1
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage attached	1	1
Storage Room		
Attic		
Utility Room/ Laundry	1	1
Storage Building		
Total	8	8

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed _____

EXHIBIT A

From: Elisabeth Henning <henningelisabeth2@gmail.com>
Sent: Wednesday, December 2, 2020 5:55 PM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Subject: Re: FW: Move from 280 FM 3349

Hello Mr. Jackson,

Here is the room count:

Room count:

The wood stove was moved out, but not moved back in

Living room: couch, TV, ~~wood stove~~, antique wardrobe for blankets, TV console, two cat trees, antique wardrobe for glasses, two rugs, decorations, and table and 4 chairs.

Kitchen: kitchen utensils, cooking utensils, dishes, and glasses. Spice rack, plants, kitchen electronics (slow cooker, toaster, can opener, grill, decorations, and rugs

Pantry:
Food, microwave, cleaning supplies, broom, mop, and bucket.

Dining room: dishes antique table with leaves, six chairs. Antique buffet, two antique clocks, one oil painting, one secretary. Two dog cages, one cat tree, and decorations.

Office: office desk, desk for printer, printer, cat tree, Three bookshelves, one decorative fireplace, two rolling office file folds (wood), two dog cages, antique clock, exercise weights, exercise mat, one work computer, two office computers, books, wall pictures, (ten), candlestick (two) and decorations. Lots of paperwork.

Art room: three sewing machines, craft supplies, Cutting table sewing table two chairs, two wardrobes, sewing organizer, clothes rack with clothes, sewing supplies, two dress dummies, and cricket with tools. Three chests are full of cloth.

Bedroom: bed, bedside table, clothes, suitcases, two helmets, carpet, large wardrobe for supplies. Bedsheets and blankets.

Laundry room: organizers, food overflow, Washer, dryer, drying rack, a dress dummy, antique school desk with chair, dry sink with decorations.

Garage: two wardrobes and some antique furniture - too many to fit in the house and in need of restoration. Tools for restoring furniture and paint/varnish/sandpaper. Pegboard for organizing and a big wood shelf for paint and varnish.

Of course, I also had three bathrooms with towels, but not much to move there, so I think it may not count.

thanks
Elisabeth Henning

Displacee Verification of Move Statement

Signature

01/20/2021

Date

IMPROVEMENT DESCRIPTION

The following is based on information from the owner and our onsite inspection of the property.

GBA:	Residence: 2,094 SF (per survey) Efficiency Duplex: 732 SF (per appraiser) Metal Storage Barn: 1,630 SF (per survey)
Land Size:	1.699 acres; 74,008 SF (per survey)
Year of Construction:	Residence: 1940 Efficiency Duplex: 2016 Metal Storage Barn: 1970

Residence Details

Layout and Finish:	The subject has 2 bedrooms, a full bath, and two half baths. A large dining room and living room are located at the front of the house, separated by french doors. The kitchen is located off of the dining room and is open to the den/family room to the rear. On the south side of the house, two bedrooms, a full bath and half bath are accessible from a hallway off of the living room. The second half bath is accessible only from the middle bedroom. A bonus room connects the den/family room to the 2 car garage at the rear. The house features ten foot wood ceilings and original hardwood floors. Custom ceilings of rough-sawn wood have been added to the living and dining rooms. The bathrooms have been updated in recent years. The dining room features built-in cabinetry.
Foundation:	Pier and beam
Framing:	Wood
Exterior Walls:	Wood siding
Interior Walls:	Plaster
Roof:	Composition shingle
Ceiling:	Wood; rough-sawn wood in living and dining rooms
Flooring:	Hardwood
Electrical:	Assumed adequate
Plumbing:	Full bath and two half baths
HVAC:	Space heaters
Current Occupancy:	Owner occupied

Rooms in Dwelling

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

CERTIFICATION OF ELIGIBILITY

ROW CSJ: SE Loop
Parcel: 81
Displacee: Elisabeth Henning

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Claimant — Date: 09/18/19

Claimant — Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant — Date:

Commissioners Court - Regular Session **41.**

Meeting Date: 02/02/2021

SE Loop Relocation Claim

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 relocation claim from Travis and Melissa Dixon (Parcel 16) on the SE Loop project. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dixon Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 09:58 AM

Form Started By: Charlie Crossfield Started On: 01/28/2021 09:48 AM

Final Approval Date: 01/28/2021

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Travis Dixon and Melissa Dixon	Parcel No.: 16		County: Williamson Project: Corridor A-1 SE Loop	
	4. Occupancy of Property Acquired by County			
	From (Date): October 2017		To (Date of Move): 12-01-2020	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	08	28	2019
2. Address of Property Acquired by County: 106 Dana Drive Hutto, Texas 78643	b. Date Property Acquired	01	31	2020
	c. Date Required to Move	01	30	2021
	6. Dwelling:(house, apartment, etc.) ☒ Owner-occupied ☐ Furnished ☐ Tenant ☒ Unfurnished			
Apt. No.:				
3. Address Moved To: 1124 Almeria Bend Leander, Texas 78641	(1) Number of Rooms: 8 (2) Payment Schedule Amount $ 1,900.00 (3) Total Amount of Claim: $ 1,900.00			
Apt. No.:				

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

12/6/20
Date of Claim

Claimant

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:	9. Vacancy verified on:
Date: 08-30-2019	Date: 12-8-2020
By: _____ Signature	By: _____ Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 1,900.00

12-11-2020
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage 2 car attached garage	1	1
Storage Room		
Attic		
Utility Room	1	1
Storage Building		
Total	8	8

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed _____

CERTIFICATION OF ELIGIBILITY

Corridor A-1 SE Loop
Parcel: 16
Displacee: Travis Dixon and Melissa Dixon

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Claimant Date: 12/11/20

Claimant Date: 12/11/20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant Date:

Commissioners Court - Regular Session **44.**

Meeting Date: 02/02/2021

COA Prop Purch

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 requesting the City of Austin to delay for 180 days the lease, contracting for or purchase of any property in Williamson County for the temporary or permanent housing of homeless individuals in Williamson County.

Background

The City of Austin had an item on their January 27, 2021 agenda to purchase the Candlewood Suites on Pecan Park in Williamson County to house homeless individuals. The agenda item was postponed for one week until February 4. Planning by the City of Austin has been underway for this project for approximately two years. As of noon on January 28, 2021, no staff from the City of Austin has provided information to the County Judge or Commissioner Precinct Two in whose precinct the hotel is located. Williamson County has no way of knowing what impact this type of facility will have on the County's indigent health care system, behavioral health entities, or numerous other affected entities and services. A one-week delay is insufficient time to assess the project and impacts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:57 AM
Form Started By: Hal Hawes		Started On: 01/28/2021 11:54 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **45.**

Meeting Date: 02/02/2021

COA Homeless Ordinance

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 addressing public health and safety issues regarding the temporary or permanent housing of homeless individuals in Williamson County, including but not limited to adopting any necessary ordinances.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 11:58 AM
Form Started By: Hal Hawes		Started On: 01/28/2021 11:56 AM
Final Approval Date: 01/28/2021		

Meeting Date: 02/02/2021

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: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) 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) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd

and 4th Streets. (formerly occupied by WCCHD)

d) Discuss property usage at Longhorn Junction

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

f) 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	01/28/2021 10:00 AM
Form Started By: Charlie Crossfield		Started On: 01/28/2021 09:49 AM
Final Approval Date: 01/28/2021		

Commissioners Court - Regular Session **47.**

Meeting Date: 02/02/2021

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
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/28/2021 10:00 AM

Form Started By: Charlie Crossfield Started On: 01/28/2021 09:50 AM

Final Approval Date: 01/28/2021