NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 23, 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 – 25)

4. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$42,800.00
From	0200-0210-005711	Heavy Equipment > $5,000	$28,200.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$71,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100-0542-004718	Pre-Employment Physical	$10,000.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Errors & Omissions Ins.	$929.00
From	0100-0542-004718	Pre-Employment Physical	$1,471.00
To	0100-0542-004505	Software Maintenance	$2,400.00

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

8. Discuss, consider and take appropriate action to ratify Addendum with Round Rock Area Serving Center for the extension of the Wilco Forward Rent and Utility Program through June 30, 2021.

9. Discuss, consider and take appropriate action to ratify Addendum with Salvation Army Service Center for the extension of the Wilco Forward Rent and Utility Program through June 30, 2021.

10. Discuss, consider and take appropriate action to ratify the Addendum with Hill Country Community Ministries for the extension of the Wilco Forward Rent and Utility Assistance Program through June 30, 2021.

11. Discuss, consider and take appropriate action to ratify the Addendum with The Caring Place for the extension of the Wilco Forward Rent and Utility Assistance Program through June 30, 2021.

12. Acknowledge and record that Commissioner Valerie Covey, Williamson County Commissioner, has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2020.

13. Discuss, consider and take appropriate action to re-appoint Scott Heselmeyer to the TIRZ Board as the County Representative.

14. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

15. Discuss, consider, and take appropriate action on purchasing two (2) BMW R1250 RTP Motorcycles for the Sheriff's Office from BMW Motorcycles of North Dallas for $29,097.66 per unit for a total of $58,195.32.

16. Discuss, consider, and take appropriate action on adding Drug Information Management System (DIMS) software add-on for the Transformative Justice Program and authorizing the purchase.

17. Discuss, consider, and take appropriate action on the master subscription agreement with OnShift, Inc. and authorizing the execution of the agreement.

18. Discuss, consider, and take appropriate action on approving a service contract between Separation Systems Consultants, Inc. and Williamson County for an Asbestos Survey at the Williamson County Children's Advocacy Center in the amount of $2,505.00 and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on approving the services between Williamson County and One Source Commercial Flooring, LLC to provide the services of repairing the wall base at the Williamson County and Cities Health District in the amount of $5,018.00 per the terms of the Buy Board Cooperative Contract #561-18 and by authorizing the execution of the agreement.

20. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as-needed, countywide Crack Seal Services under IFB #T3485.

21. Discuss, consider, and take appropriate action on awarding a contract for ----------Aggregate for Surface Treatments - Type D for a term of one (1) year to Capital Aggregates, Inc. per the quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d), Section 262.0245 and County Purchasing Policy and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for Road & Bridge On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

23. Discuss, consider and take appropriate action on approval of the final plat for the Cher Acres subdivision – Precinct 3.

24. Discuss, consider and take appropriate action on approval of the final plat for the Sunset Ridge subdivision – Precinct 2.

25. Discuss, consider and take appropriate action on approval of the final plat for the Realm of the Lizard King subdivision – Precinct 2.

REGULAR AGENDA

26. Discuss and take appropriate action on the Community Development Block Grant program's 2019 Consolidated Annual Performance and Evaluation Report (CAPER).

27. Discuss, consider and take appropriate action on a resolution of support for the I-35 Capital Express project.

28. Discuss, consider and take appropriate action on the requested effective date for new District Court and County Court at Law in Williamson County.

29. Discuss and consider the formation of the Confederate Statue Committee.

30. Discuss, consider, and take appropriate action regarding the Bureau of Justice (BJA)-Grant enhancement requirement for a signed Fiscal Agent Memorandum of Understanding between Williamson County and the Williamson County Veterans Treatment Court-BJA Grant #2020-VC-BX-0093 and DWI Drug Court Program-BJA Grant #2020-MU-BX-0103 and authorize the County Judge to sign all related documentation.

31. Discuss, consider, and take appropriate action on Interlocal Agreement for Fire Code and Investigations between the City of Coupland and Williamson County.

32. Discuss, consider and take appropriate action to authorize the County Judge to sign letter notifying Cavallo Energy Texas LLC of good faith dispute involving inflated invoice charges for Transmission and Distribution Losses and UFE Fees during February 2021 weather event and asking for reissued invoices in the best interest of the taxpayers of Williamson County, Texas.

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$1,313.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$1,313.00

35. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $250,000 from 2015 CO Non-Departmental (P356) to Juvenile Justice Center-HVAC System Replacement (P533).

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

37. Discuss, consider and take appropriate action on awarding IFB T2911 Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping to the lowest responsive bidder Texas Material Group Inc and authorizing execution of the agreement.

38. Discuss, consider and take appropriate action on awarding IFB T2912 Gattis School Road and Red Bud Ln Milling, Sealing and Overlay to the lowest responsive bidder Texas Material Group, Inc. and authorizing execution of the agreement.

39. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $364,733.96 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1. P: 224 Funding Source: Road Bond

40. Discuss, consider, and take appropriate action on awarding RFQ T2448 CR 255/ CR 289 (CR254-RR) to Hejl, Lee & Associates, Inc for Engineering Services and authorizing the execution of the agreement.

41. Discuss, consider, and take appropriate action on awarding RFQ 2572 Flood Plain Maps Update to AECOM Technical Services, Inc for Flood Plain Map Update (Atlas 14 Mapping) and authorizing the execution of the agreement.

42. Discuss, consider, and take appropriate action on awarding RFQ 2572 Flood Plain Maps Update to Doucet & Associates, Inc for Flood Plain Map Update (Atlas 14 Mapping) and authorizing the execution of the agreement.

43. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Flood Plain Maps Update contract between Williamson County and Halff Associates, Inc. relating to the LRTP Corridor Program. P: 583 Fund Source: LRTP Corridor

44. Discuss, consider and take appropriate action on a rea estate contract with Jimmy C. Webb for right of way needed on the CR 111 project (Parcel 45). Funding Source: Road Bonds P249

45. Discuss, consider and take appropriate action on a real estate contract with Diane Barr, Clyde Barr, Charles R. Barr and Edna Guenzel Barr for right of way needed on the SE Loop project (Parcel 69). Funding Source Road Bonds P463

46. Discuss, consider and take appropriate action on a real estate contract with Charles and Rosa Barr for right of way needed on the SE Loop project (Parcel 70). Funding Source Road Bonds P463

47. Discuss, consider and take appropriate action on a Claim for Relocation Payment with Kathleen and Christopher Fetters for right of way acquired on the SE Loop Project (Parcel 17). Funding Source: Road Bonds P463

48. 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.

49. 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.

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)."

50. 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
g) Discuss the sale of property located at 900 S Main St., Taylor, 76574
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

51. 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) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
c) Project Advantage
d) Project Cedar
e) Project Expansion
f) Project Arcos
g) Project Woods
h) Project Liberty
i) Project Long Haul
j) Project Bon Jovi
k) Project Crystal
l) Project Link
m) Project Winston
n) Project Stamp

52. 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) Legal matters pertaining to TENEX Software Solutions, Inc.
w) 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.
x) Shamona Harris - EEOC Charge #451-2021-00812.
y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
aa) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

bb) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

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

REGULAR AGENDA (continued)

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

56. 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.
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) Legal matters pertaining to TENEX Software Solutions, Inc.
w) 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.
x) Shamona Harris - EEOC Charge #451-2021-00812.
y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
aa) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

57. 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.

58. 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 19th day of March 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: 03/23/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer is necessary in order to continue with the County Roadside Vegetation Control Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$42,800.00
From	0200-0210-005711	Heavy Equipment > $5,000	$28,200.00
To	0200-0210-003554	Chemicals, Roadside Spraying	$71,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/17/2021 09:09 AM
Budget Office	Ashlie Koenig	03/17/2021 09:29 AM
Form Started By: Kelly Murphy		Started On: 03/16/2021 12:09 PM
Final Approval Date: 03/17/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/23/2021

Fleet Preventative Maintenance and Repairs LIT

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

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

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

Background

This is a line item transfer request to provide additional funds for the remainder of FY'21 for unforeseen repairs and projected preventative maintenance in the Fire Marshal Special Operations Department. The requested funds are coming from a project no longer supported by the Williamson County Fire Marshal's Department and will not be budgeted for in FY'22.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004718	Pre-Employment Physical	$10,000.00
To	0100-0542-004541	Vehicle Repairs & Maintenance	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/17/2021 03:43 PM
Budget Office	Ashlie Koenig	03/17/2021 03:52 PM
Form Started By: Hank Jones		Started On: 03/17/2021 12:37 PM
Final Approval Date: 03/17/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/23/2021

FMSO LIT for Elmore Solutions Fire Investigation Licenses

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

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

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

Background

This is a line item transfer to provide funds for Elmore Solutions Fire Investigations renewal. Elmore Solutions features case management designed for processing fire scenes following the scientific method outlined in NFPA 921 and meet the requirements of NFPA 1033.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004412	Errors & Omissions Ins.	$929.00
From	0100-0542-004718	Pre-Employment Physical	$1,471.00
To	0100-0542-004505	Software Maintenance	$2,400.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/17/2021 04:11 PM
Budget Office	Ashlie Koenig	03/17/2021 04:15 PM
Form Started By: Hank Jones		Started On: 03/17/2021 01:42 PM
Final Approval Date: 03/17/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/23/2021

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	03/17/2021 01:31 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 03:52 PM
Form Started By: Kayla Marek		Started On: 03/17/2021 01:26 PM
Final Approval Date: 03/17/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk	Deputy County Clerk I.0658.001100.	15517	$33,828.37	3.00%	$1,014.85	MERIT	26-Mar-21
County Clerk Judicial	Deputy County Clerk I.0668.001100.	15523	$33,126.20	3.00%	$993.79	MERIT	26-Mar-21
County Clerk Judicial	Deputy County Clerk II.0674.001100.	15279	$34,674.99	2.94%	$1,020.00	MERIT	26-Mar-21
Juvenile Grant	Counselor II Grant.1665.001100.	15356	$49,500.10	2.00%	$990.00	MERIT	26-Mar-21
Juvenile Grant	Court & Intake Admin Grant.1039.001100.	10660	$70,363.80	2.00%	$1,407.27	MERIT	26-Mar-21
Juvenile Services	Asst Director of Juv Svc.1060.001100.	05328	$126,436.18	2.00%	$2,528.72	MERIT	26-Mar-21
Juvenile Services	Director of Operations.1143.001100.	04671	$109,047.38	2.00%	$2,180.94	MERIT	26-Mar-21
Juvenile Services	Juv Supervision Offcr I.1077.001100.	15363	$36,533.95	2.00%	$730.68	MERIT	26-Mar-21
Juvenile Services	Juv Supervision Offcr I.1122.001100.	15220	$36,533.93	2.00%	$730.68	MERIT	26-Mar-21
Juvenile Services	Juv Supervision Offcr I.1074.001100.	15362	$36,533.95	2.04%	$745.29	MERIT	26-Mar-21
Juvenile Services	Dir of Mental Health Svc.1065.001100.	12200	$81,073.72	1.72%	$1,393.00	MERIT	26-Mar-21
Juvenile Services	Court & Field Svc Director.1144.001100.	10762	$84,870.24	2.00%	$1,697.40	MERIT	26-Mar-21
Mobile Outreach	Mental Health Specialist.1185.001100.	14283	$45,886.78	2.00%	$917.74	MERIT	26-Mar-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0403	001100	1014.85	
01	0100	0403	002010	77.64	
01	0100	0403	002020	147.76	
01	0100	8002	001130		1014.85
01	0100	8002	002010		77.64
01	0100	8002	002020		147.76
01	0100	0404	001100	2013.79	
01	0100	0404	002010	154.05	
01	0100	0404	002020	293.21	
01	0100	8002	001130		2013.79
01	0100	8002	002010		154.05
01	0100	8002	002020		293.21
01	0100	0576	001100	12403.98	
01	0100	0576	001130		12403.98
01	0100	0341	001100	917.74	
01	0100	0341	002010	70.21	
01	0100	0341	002020	133.62	
01	0100	8004	001130		917.74
01	0100	8004	002010		70.21
01	0100	8004	002020		133.62

Commissioners Court - Regular Session **8.**

Meeting Date: 03/23/2021

Addendum Round Rock Area Serving Center

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to ratify Addendum with Round Rock Area Serving Center for the extension of the Wilco Forward Rent and Utility Program through June 30, 2021.

Background

The court took action on December 22, 2020 to direct staff to extend the Wilco Forward Rent and Utility Assistance Program funded from the CARES Act Funding thru June 30, 2021. This Amendment ratifies the services provided by the Round Rock Area Serving Center in managing this program for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock Area Serving Center Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:33 AM
County Auditor (Originator)	Julie Kiley	03/18/2021 10:36 AM
Form Started By: Julie Kiley		Started On: 03/18/2021 08:45 AM
Final Approval Date: 03/18/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SECOND COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH ROUND ROCK AREA SERVING CENTER

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

THIS SECOND ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Round Rock Area Serving Center** (hereinafter "Agency"), a non-profit corporation, located at 1099 East Main, Round Rock, Texas 78664 to engage Agency as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

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

A. Original Agreement signed by Agency on July 20, 2020, including attached Exhibit(s);
B. Williamson County Addendum for Funding, approved on November 17, 2020; and
C. This Williamson County Second Addendum for Funding.

II.

Term: The term of this Agreement is from the effective date to June 30, 2021.

III.

Exhibit "A" Allowable Expenses: This amendment will change the allowable expenses set forth on Exhibit "A" to add and cover the reasonable costs of temporary staff to process the applications and the pro rata share of the Agency's single audit cost associated with managing these funds. The not-to-exceed amount for these additional costs are sixty-eight thousand dollars ($70,000.00) for a grand total and not-to-exceed amount under this Agreement of one-hundred-thirty-eight thousand dollars ($138,000.00).

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2020

Agency: Round Rock Area Serving Center

Authorized Signature
Date: 3/18, 2021

Commissioners Court - Regular Session **9.**

Meeting Date: 03/23/2021

Salvation Army Service Center Wilco Cares Addendum

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to ratify Addendum with Salvation Army Service Center for the extension of the Wilco Forward Rent and Utility Program through June 30, 2021.

Background

The court took action on December 22, 2020 to direct staff to extend the Wilco Forward Rent and Utility Assistance Program funded from the CARES Act Funding though June 30, 2021. This Amendment ratifies the services provided by the Round Rock Area Serving Center in managing this program for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salvation Army Service Center Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:34 AM
Form Started By: Julie Kiley		Started On: 03/18/2021 09:23 AM
Final Approval Date: 03/18/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH SALVATION ARMY SERVICE CENTER

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Salvation Army Service Center** (hereinafter "Agency"), a non-profit corporation, located at 1930 S. Austin, Suite 101, Georgetown, Texas 78626 to engage Agency as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

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

A. Original Agreement signed by Agency on July 22, 2020, including attached Exhibit(s); and
B. This Williamson County Addendum for Funding.

II.

Term: The term of this Agreement is from the effective date to June 30, 2021.

III.

Exhibit "A" Allowable Expenses: This amendment will change the allowable expenses set forth on Exhibit "A" to add and cover the reasonable costs of temporary staff to process the applications and the pro rata share of the Agency's single audit cost associated with managing these funds. The not-to-exceed amount for these additional costs are eight-nine thousand six-hundred-ninety dollars ($89,690.00)[1] for administrative-related expenses and an additional fifteen thousand dollars ($15,000.00) for a single audit for a *total additional funding* of one-hundred-four thousand six-hundred-ninety dollars ($104,690.00). Combined with the original funding, the grand total and not-to-exceed amount under this Agreement shall be one-hundred-ninety-four thousand three-hundred-eighty dollars ($194,380.00).

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	Agency:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: March 10th, 2021

[1] Breakdown as follows: $80,640.00 (staffing); $1,000.00 (equipment); and $750.00 (internet).

Commissioners Court - Regular Session **10.**

Meeting Date: 03/23/2021

Hill Country Community Ministries Wilco Cares Addendum

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to ratify the Addendum with Hill Country Community Ministries for the extension of the Wilco Forward Rent and Utility Assistance Program through June 30, 2021.

Background

The court took action on December 22, 2020 to direct staff to extend the Wilco Forward Rent and Utility Assistance Program funded from the CARES Act Funding through June 30, 2021. This Amendment ratifies the services provided by Hill Country Community Ministries in managing this program for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hill County Community Ministries Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:39 AM
Form Started By: Julie Kiley		Started On: 03/18/2021 09:33 AM
Final Approval Date: 03/18/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH HILL COUNTRY COMMUNITY MINISTRIES

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Hill Country Community Ministries** (hereinafter "Agency"), a non-profit corporation, located at 1005 Lacy Drive, Leander, Texas 78641 to engage Agency as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

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

A. Original Agreement signed by Agency on November 4, 2020, including attached Exhibit(s); and
B. This Williamson County Addendum for Funding.

II.

Term: The term of this Agreement is from the effective date to June 30, 2021.

III.

Exhibit "A" Allowable Expenses: This amendment will change the allowable expenses set forth on Exhibit "A" to add and cover the reasonable costs of: 1) equipment and supplies ($6,181.00); 2) administrative cost through December 30, 2020 ($8,337.22); administrative costs from January 1, 2021 to June 30, 2021 ($61,668.00); and the pro rata share of the Agency's single audit cost associated with managing these funds ($15,000.00). The grand total and not-to-exceed amount under this Agreement shall be eighty-one thousand nine-hundred-forty-nine dollars ($82,849.00).

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	AGENCY:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: March 11, 2021

WILCO FORWARD COSTS

HCCM Wilco Forward Equipment and Supply List			
Qty	Item	Price per unit	Total
2	4-drawer filing cabinets	$150.00	$300.00
5	Banker boxes (10 boxes)	$28.00	$140.00
4	Staplers	$8.31	$33.24
4	Staple removers	$3.69	$14.76
1	Box of blue pens (60 pens)	$6.29	$6.29
1	Box of black pens (60 pens)	$6.29	$6.29
1	Box of red pens (50 pens)	$7.28	$7.28
2	Box of yellow highlighters (12 highlighters)	$6.02	$12.04
5	Box of blue file folders (100 per box)	$17.09	$85.45
3	Box of file folder labels (750 labels)	$7.98	$23.94
2	Box of Post-It notes (24 pads of 70 sheets per pad)	$29.69	$59.38
5	Case of paper (10 reams of 500 sheets)	$44.65	$223.25
10	Box of hanging folders (25 per box)	$5.75	$57.50
4	Desktop calculators	$7.55	$30.20
1	Box of large rubber bands (box of 300)	$12.59	$12.59
2	Box of large paper clips	$4.39	$8.78
20	Stamps (rolls of 100)	$55.00	$1,100.00
2	Desktop/Laptop computers & set-up	$1,124.00	$2,248.00
1	Copier Costs/ additional copies	$500.00	$500.00
4	Envelopes (box of 500)	$36.99	$147.96
2	Check stock	$122.00	$244.00
	Banking Fees (additional checks written)	$20.00	$200.00
	Banking Stop Payment Fees	$30	$720
	Total Equipment & Supplies		**$6,181**

Administrative Costs - November 4 - December 30, 2020			
	Employee	# Hours	Total
	Donna Meek	157	$1,575.00
	Sandra Lopez	106	$1,272.00
	Accountant	30.25	$1,512.50
	Executive Director		$3,977.72
	Total		**$8,337.22**

Administrative Costs - January 1, 2021 - June 30, 2021			
	Employee	# Hours	Total
	Donna Meek	118/month	$7,080.00
	Sandra Lopez	111/month	$7,992.00
	Accountant	30/month	$9,000.00
	Executive Director	6.375/week	$12,927.60
	2 additional new hires (if needed)		$16,331.18
	Total		**$53,330.78**
	Total administrative costs for 11/4/20 - 6/30/21		**$61,668.00**

HCCM Federal Audit			
	Item	**Price per unit**	**Total**
	Federal Audit		$15,000.00

Commissioners Court - Regular Session **11.**

Meeting Date: 03/23/2021

The Caring Place Addendum

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to ratify the Addendum with The Caring Place for the extension of the Wilco Forward Rent and Utility Assistance Program through June 30, 2021.

Background

The court took action on December 22, 2020 to direct staff to extend the Wilco Forward Rent and Utility Assistance Program funded from the CARES Act Funding through June 30, 2021. This Addendum ratifies the services provided by The Caring Place in managing this program for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

The Caring Place Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:09 AM
Form Started By: Julie Kiley		Started On: 03/18/2021 09:47 AM
Final Approval Date: 03/18/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH THE CARING PLACE

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Caring Place** (hereinafter "Agency"), a non-profit corporation, located at 2000 Railroad St., Georgetown, Texas 78626 to engage Agency as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

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

A. Original Agreement signed by Agency on July 23, 2020, including attached Exhibit(s); and
B. This Williamson County Addendum for Funding.

II.

Term: The term of this Agreement is from the effective date to June 30, 2021.

III.

Exhibit "A" Allowable Expenses: This amendment will revise and update the allowable expenses set forth on Exhibit "A" to add and cover the reasonable costs of temporary staff to process the applications and the pro rata share of the Agency's single audit cost associated with managing these funds. The grand total and not-to-exceed amount for these additional costs under this Agreement is eight-nine thousand eight-hundred-eighty dollars ($89,880.00).

IV.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2020

Agency:

_____
Authorized Signature
Date: 1/25, ~~2020~~ 2021

Commissioners Court - Regular Session **12.**

Meeting Date: 03/23/2021

CE Certificate of Completion for Valerie Covey

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Acknowledge and record that Commissioner Valerie Covey, Williamson County Commissioner, has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Valerie Covey CE Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/15/2021 09:36 AM
Form Started By: Debra Babcock		Started On: 03/12/2021 04:30 PM
Final Approval Date: 03/15/2021		

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Valerie Covey

Williamson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2020

Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee

Ben Zeller, President
County Judge and Commissioners
Association of Texas

Commissioners Court - Regular Session **13.**

Meeting Date: 03/23/2021

Re-appoint Scott Heselmeyer to TIRZ Board

Submitted For: Russ Boles **Submitted By:** Kelley Hammeren, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to re-appoint Scott Heselmeyer to the TIRZ Board as the County Representative.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:31 AM

Form Started By: Kelley Hammeren Started On: 03/18/2021 11:23 AM

Final Approval Date: 03/18/2021

Commissioners Court - Regular Session **14.**

Meeting Date: 03/23/2021

Orphan Kitten Grant Request

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

Background

During the months of spring through early fall, the Williamson County Regional Animal Shelter receives an increased number of cats and kittens. The shelter relies heavily on kitten foster families and volunteers. This grant application, if awarded, would provide $14,500 to cover additional supplies that can be given to foster families and volunteers. These supplies would aid in the health and wellbeing of the kittens, especially when the shelter is closed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orphan Kitten Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/17/2021 06:53 PM
Animal Services (Originator)	Misty Valenta	03/18/2021 09:59 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:04 AM
Form Started By: Misty Valenta		Started On: 03/17/2021 01:41 PM
Final Approval Date: 03/18/2021		

Grant Title/Project Name:	Orphan Kitten Club
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	mvalenta@wilco.org
Start Date:	3/16/2021
End Date:	3/26/2021
Please select request category:	Donation
Describe the purpose of the grant in detail to include all requirements.	This grant would buy supplies for foster families taking care of cats and kittens. It would also supply trained mentor fosters with materials that can be used when kittens need additional care after hours. This will save staff time and possible medical bills from outside veterinary clinics, because mentor fosters will help keep the kittens stable until the shelter opens.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$4,500.00

Please provide a breakdown of the total cost above.

Supplies	Quantity per bag	Price	Quantity for season	Total
Bag/contianer	1 bag	$40.00	10	$400.00
Formula	1 can	$18.00	20	$360.00
kitten attract	1 package	$9.00	20	$180.00
rescue wipes	1 Package	$23.00	20	$460.00
flea comb	4 combs	$5.00	10	$50.00
nail trimmers	1 nail trimmer	$4.00	10	$40.00
Lysine	1 container	$23.00	10	$230.00
Mommy's bliss	1 package	$9.00	20	$180.00
Nutrical	1 tube	$10.00	20	$200.00
Babby Food	10 jars	$10.00	20	$200.00
Snuggle safe disc	1 disc	$29.00	10	$290.00
Nebulizer	1 nebulizer	$35.00	10	$350.00
B12	1 vial	$12.00	10	$120.00
Karo	1 bottle	$14.00	5	$70.00
Bottles	3 bottles	$5.00	20	$100.00
scale	1 scale	$15.00	10	$150.00
LRS Fluids	1 bag	$10.00	20	$200.00
Miracle Nipples	3 nipples	$15.00	30	$450.00
Misc. Medcinies	various	$17.00	10	$170.00
Syringes and needles	10 various sizes	$10.00	30	$300.00

Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	

New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	none
How is this item request different from any similar assets currently in the County and/or region?	na
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This would provide care that is above and beyond what the shelter already provides for the animals in its care.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	If kittens are kept stable during after hour events, then treatment at the shelter would potentially be less dramatic. This means less time for staff treating kittens who are in a very ill state.
Where will the item be stored?	Shelter supply room
What is the useful life of the item?	One kitten season
Will other agencies be billed for the use of this item (e.g. vendors paid, employee	

worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	no
How will this item be funded when the grant ends?	Donations from the community
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Savings on kitten and cat care supplies
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	na
What is the impact of this grant application on other internal/county departments?	na
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)	No
If yes, how much is the match amount?	
ID	71
Version	3.0
Attachments	False
Created	3/17/2021 1:31 PM
Created By	Misty Valenta
Modified	3/17/2021 1:33 PM
Modified By	Misty Valenta

Commissioners Court - Regular Session **15.**

Meeting Date: 03/23/2021

Sheriff's Office - Two BMW Motorcycles

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on purchasing two (2) BMW R1250 RTP Motorcycles for the Sheriff's Office from BMW Motorcycles of North Dallas for $29,097.66 per unit for a total of $58,195.32.

Background

The Purchasing Department solicited sealed bids under IFB T2979 for two (2) BMW R1250 RTP Motorcycles. No bids were received from suppliers. There are few BMW Dealerships due to the strict guidelines by BMW. In the event of no bids are received, Williamson County Purchasing Policy allows for a quote to be utilized for the purchase for a period of 12 months, per LGC 262.0245. A quote is attached for the motorcycles from BMW Motorcycles of North Dallas. The total purchase amount for both units will be $58,195.32. The line item expenditure will be 01.0100.0560.005700. The purchase budgeted in the FY 21 budget. The Point of Contact will be Commander James David.

The Purchasing Department is in ongoing conversations with the Fleet Committee on developing and adopting a standard specification for the Sheriffs' Office motorcycles and documenting that process and determination for the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BMW Motorcycles of North Dallas

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2021 11:33 AM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 08:59 AM
Form Started By: Mary Watson		Started On: 03/11/2021 03:37 PM
Final Approval Date: 03/17/2021		

R 1250 RT-P Motor Pricing Form



	Color	Option Code
0	Night Black & Alpine White III	753
1	Night Black	716
0	Alpine White III (special order)	751
0	Black Blue (special order +60 days)	754
0	Saphir Blue (special order + 60 days)	755
0	Violet Blue (special order +60 days)	756
0	Glacier Silver Metallic (special order)	N99

Revised: July 27, 2020

	Quotation:			Motorcycle
		Option Code	Retail Price	$20,200.00
	Factory Special-Order Options - Plan 90-120 Days for Delivery			
0	Keyless Ride w/two transmitters	193	$475.00	$0.00
0	Gear Shift Assist Pro	222	$475.00	$0.00
0	GPS Preparation	272	$205.00	$0.00
0	Dynamic Package (219, 224 + 182)	238	$325.00	$0.00
0	Chrome Exhaust	350	$150.00	$0.00
0	Additional LED Headlights (driving lights)	562	$450.00	$0.00
0	PA Microphone	599	$565.00	$0.00
0	High Seat Black	610	$0.00	$0.00
0	Low Seat Black	776	$0.00	$0.00
	The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518	$159.09	$159.09
1	Tire Pressure Monitoring	530	$250.00	$250.00
1	Cruise Control	538	$350.00	$350.00
1	Weather Protection	649	$250.00	$250.00
	Additional Labor Operations Provided by Dealer			
1	FMSA-MT-SSE SIDE STAND EXTENSION			$36.00
1	FMSA-EL-ACP ACC 1-3 CONNECTION PLUG			$9.50
1	FMSA-EL-RPP RADIO CONNECTION PLUG CODE A			$10.00
1	FMSA-EL-SCP SPEAKER CONNECTION PLUG			$9.50
1	FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS			$33.00
1	FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE			$26.95
1	FNSA-GHST-X STALKER X-SERIES LIDAR HOLSTER			$299.00
1	FMSA-AMF-SSD STALKER FRONT RADAR ANTENNA MOUNT			$46.00
1	FMSA-RAM-OSD STALKER REAR RADAR ANTENNA MOUNT			$43.00
1	FMSA-EA-USB FAIRING USB OULET			$49.00
1	FMSA-MT-SNAV STALKER W/BMW NAV 2015+			$49.00
1	FMSA-EA-LSF FIARING MOUNT POWER SOCKET			$45.00
1	FMSA-EL-RCP RADAR CONNECTION PLUG			$9.50
1	FMSA-EL-RPPD RADIO POWER PLUG CODE A			$36.00

Units			
1	Quotation valid for 60 days from date noted below.	Total Price - Page 1	$21,910.54
		Total Price - Page 2	$2,887.52
		Total Price - Page 3	$1,986.20
	7/1/2020	Accessories From Other Suppliers - Page 4	$310.00

	Dealer Basic Assembly / Preparation	$ 1,508.40
	Motorcycle Freight	$495.00
	Total Retail Price per Unit with Options	$29,097.66
0.00%	State Sales Tax (if applicable)	$0.00
	Total Retail Price per Unit with Options	$29,097.66

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

0

Per		BMW P/N	Order #	Retail	Total Retail
	Blue ID Light Selection (1)				
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		$0.00	$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		$0.00	$0.00
	Emergency Warning Lights (10)				
5	Red LED-X Light	63 17 2 361 718	5	$108.36	$541.82
5	Blue LED-X Light	63 17 2 361 719	5	$108.36	$541.82
0	Amber LED-X Light	63 17 2 361 720	0	$108.36	$0.00
0	White LED-X Light	63 17 2 361 721	0	$117.09	$0.00
0	Green LED-X Light	63 17 2 450 782	0	$117.09	$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	$345.88	$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	$378.25	$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	$362.07	$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	$362.07	$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	$362.07	$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	$362.07	$0.00
	Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	$76.91	$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	$72.82	$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	$56.64	$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	$143.61	$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	$107.33	$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	$130.59	$0.00
	Dealer Installed Options / Retrofits				
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	$677.22	$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	$40.54	$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	$202.89	$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	$52.71	$0.00
2	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	2	$154.00	$308.00
2	Bolt 6 x 40 (order 2)	63 12 7 699 141	2	$5.35	$10.71
2	M6 Hex Nut (order 2)	07 12 9 905 826	2	$3.06	$6.12
	Requires Activation by Dealer - No Code Needed				
	Convenience Options				
1	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	1	$91.60	$91.60
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	$320.66	$0.00
0	Heated Seat - Low	52 53 8 544 786	0	$529.58	$0.00
0	Heated Seat - High	52 53 8 544 792	0	$529.58	$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	$32.12	$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	$161.41	$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	$91.55	$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	$136.88	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

0

Additional Accessories

Qty Per	Item Description Additional Accessories	BMW P/N	Order #	Retail	Page 3 Total Retail
	GPS Navigation				
1	BMW Navigator VI GPS Kit Complete	77 52 8 355 998	1	$759.20	$759.20
1	GPS Dashboard - Upper*	77 31 8 545 667	1	$207.84	$207.84
1	GPS Dashboard - Lower*	46 63 8 553 830	1	$326.71	$326.71
1	GPS Release Push Button*	46 63 8 542 042	1	$5.08	$5.08
1	GPS Mount Cradle*	77 52 7 721 941	1	$158.94	$158.94
	* Parts Needed to Retrofit Nav to Std. Order Deck Unit				
0	Car Kit for Navigator VI	77 52 8 544 460	0	$147.41	$0.00
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	$123.46	$0.00
0	Tank Top Bag	77 45 8 543 227	0	$291.18	$0.00
	Engine Protection				
1	Rocker Cover Protection	77 14 8 406 187	1	$225.18	$225.18
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	$120.22	$120.22
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	$3.15	$15.76
5	Grommet (order 5)	13 53 1 341 283	5	$2.58	$12.88
5	Bushing (order 5)	11 84 8 544 832	5	$5.06	$25.29
1	Bracket front (order 1)	11 84 8 532 937	1	$53.87	$53.87
1	Bracket Rear (order 1)	11 84 8 532 940	1	$67.34	$67.34
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	$2.58	$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	$1.58	$7.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
1	LAPTOP POWER RELAY HARNESS	FMSA- EA-LPSR	$ 92.00	$ 92.00
1	GENERIC VELCRO MOUNTING PLATE	FMSA-LPM	$ 218.00	$ 218.00

Commissioners Court - Regular Session **16.**

Meeting Date: 03/23/2021

Consider Datagain DIMS software add-on

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on adding Drug Information Management System (DIMS) software add-on for the Transformative Justice Program and authorizing the purchase.

Background

The Master agreement was approved by the Commissioners' Court on 10.15.2019 agenda item 21. This is an add-on to the DIMS database program already being utilized by the Transformative Justice Program. This add-on is a feature that allows participants access to and app that can receive communication about their status in the program, see tasks and deadlines, and check in with their assigned case manager. This additional feature will help increase communication between the case manager and the participant, as well as provide additional accountability for the program participants. The amount is $840.00 per year. The additional cost will be covered by grant funds through the Texas Indigent Defense Commission. 431P. The point of contact is John Pelczar.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 09:51 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:11 AM
Form Started By: Johnny Grimaldo		Started On: 03/17/2021 02:39 PM
Final Approval Date: 03/18/2021		

709 Mainsail Lane Secaucus, NJ 07094 | (201) 598 1767 | www.datagainservices.com

DIMS ORDER FORM

Order Form No.:	12102020111755AM
Customer Name:	Transformative Justice
Project Name:	DIMS Software
Customer Contact:	John Pelczar, 512-943-3204, JPelczar@wilco.org
Datagain Contact:	Vivek Jha, (203) 514-1141, vivek@datagainservices.com
Order Form Date:	12/10/2020
Order Form Expiration Date:	NA

ONE TIME COST – Product Setup and Training

Item	Description	Line Amount
DIMS Configuration	System set-up configuration, data migration and end-user training. Invoice to be issued upon signing of this Order Form.	$ 0
Customization		
Total One Time Costs		$ 0

YEARLY COST – DIMS Subscription Fees

- Annual Product Subscription License(s).
- Subscription dates (12-month duration),
- Unlimited User Licenses
- Limited for exclusive use by client

Dockets	Licensed (Yes/No)	Line Amount
Co-occurring Court		
DUI Court	Yes	$1800
Adult Court	Yes	
Juvenile Court		
Mental Health Court	Yes	
Veteran's Court		
Family Drug Court		
Tribal Court		
Recovery Management		
MAT		
DIMS Participant App	Yes	840
TOTAL		$2640

PAYMENT TERMS:

- Payment terms are NET 30
- Yearly Invoice will be issued.

GENERAL NOTES:

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by Datagain before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the current term.
- Annual Subscription shall include software license, Hosting (Amazon Web Services), Reporting Licenses, Updates, Upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order.

By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement and accept their terms and conditions.

Datagain		Client	
Sign:		Sign:	
Name:	Vivek Jha	Name:	
Title:	Director	Title:	
Date:	12/10/2020	Date:	

Commissioners Court - Regular Session **17.**

Meeting Date: 03/23/2021

Consider OnShift, Inc Master Subscription Agreement

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the master subscription agreement with OnShift, Inc. and authorizing the execution of the agreement.

Background

The software is used to help EMS with the hiring process. The current vendor, Avista was acquired by OnShift, Inc. Avista had been in place since 2010. This updated master subscription agreement updates their terms and conditions. The amount is $12,807.00, funding source: 0100-0540-004210. The purchasing path for this service will be reviewed at the end of this service agreement term. The point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Subscription Agreement

Avesta Acquisition

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 09:58 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:13 AM
Form Started By: Johnny Grimaldo		Started On: 03/18/2021 08:36 AM
Final Approval Date: 03/18/2021		

ONSHIFT, INC.
MASTER SUBSCRIPTION AGREEMENT

IMPORTANT - READ CAREFULLY: This Master Subscription Agreement ("**Agreement**") is a legal agreement between you (an individual or a single entity) and OnShift, Inc., a Delaware corporation ("**OnShift**"). WHEN YOU CLICK THE "I ACCEPT" BUTTON DURING THE ORDERING PROCESS, OR IF YOU OTHERWISE ACCESS OR USE ONSHIFT'S ONLINE SERVICE, YOU AGREE TO AND ARE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW AND ANY DOCUMENTS OR MATERIALS REFERENCED HEREIN. THIS AGREEMENT GOVERNS YOUR USE OF ONSHIFT'S ONLINE SERVICE. In this Agreement, the term "**Customer**" refers to the entity you represent. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY FOR WHICH YOU ARE ENTERING INTO THIS AGREEMENT. **IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT ACCESS OR USE THE SERVICE IN ANY WAY.** In such case, you will have no right to use the Services (as defined below).

OnShift, with its principal place of business located at 1621 Euclid Avenue, Suite 1500, Cleveland, OH 44115, is willing to grant you access to the Services on the condition that you accept all the terms of this Agreement. This Agreement begins on the date you click the "I ACCEPT" button ("**Effective Date**"). The Order Form Initial Term will be the period of time specified on the Order Form attached hereto and incorporated herein. Upon expiration of the Order Form Initial Term, this Agreement will automatically renew for successive twelve (12) month periods at OnShift's then-current fees unless you notify us in writing thirty (30) days prior to expiration of the Order Form Initial Term, or any successive renewal term, of your election not to renew.

The terms and conditions of this Agreement shall govern the Service(s) to be provided by OnShift under any Order Form submitted by Customer and accepted by OnShift, as though the provisions of this Agreement were set forth in their entirety within such Order Form, and so that each Order Form and this Agreement shall be considered one, fully integrated document and agreement. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by OnShift regarding future functionality or features.

As used in this Agreement and in any Order Form(s), the following capitalized terms shall have the meanings set forth below. Other terms are defined in the text of this Agreement.

"**Administrator(s)**" means those Users designated by Customer who are authorized to submit, whether electronically or in writing, Order Forms and to create Customer accounts and otherwise administer Customer's use of the Services;

"Affiliate" means a company, firm or individual that controls, is controlled by, or is under common control with the Customer;

"**Content**" means the audio and visual information, documents, software, products and services contained in or made available via the Services, other than Customer Data;

"Customer Data" means (a) any data, information or material that Customer or Customer's Users, subscribers or partners may disclose, input or submit to OnShift or the Services in the course of using the Services; (b) any data or information specific to an individual applicant that is obtained by Customer directly from such applicant and requested or required to be conveyed to OnShift for performance of the Services; and (c) Personal Data;

"**Deliverables"** means any copyrightable works, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to

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practice or learned by OnShift (either alone or jointly with Customer or others) that result from Professional Services included in any Order Form, and provided to Customer hereunder;

"**Initial Term**" means the contracted period specified in the applicable Order Form;

"**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Entity" means an identifiable Customer for which the Service is licensed, as set forth in the applicable Order Form;

"**OnShift**" means OnShift, Inc., its affiliates, and its licensors whose products or services are distributed and/or provided through OnShift;

"**OnShift Technology**" means all of OnShift's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by OnShift in providing the Services;

"**Order Form(s)**" means the form evidencing the initial subscription order for the Services and any subsequent Order Forms submitted online or in written form, specifying, among other things, the Entity, and/or other services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties, each such fully executed Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form (other than any terms listed in the "Special Terms" section of the Order Form), the terms of this Agreement shall prevail);

"Personal Data" means any information that can be used on its own or with other information to identify, contact, or locate a single person or to de-anonymize data, and includes, without limitation, "personal information" as that term is defined in the California Consumer Privacy Act of 2018 ("CCPA"); and "biometric identifiers" and "biometric information" as both terms are defined in the Illinois Biometric Information Privacy Act ("BIPA");

"Privacy Laws" means all U.S. laws, treaties and regulations in connection with providing and maintaining the Services and its systems, the storage of Customer Data, including those related to data privacy and Personal Data (including without limitation CCPA and BIPA), as well as those in connection with the transmission or delivery of text messages, voicemails, robocalls, facsimiles, and other similar communications (including without limitation the Telephone Consumer Protection Act of 1991 and all regulations promulgated thereunder);

"**Renewal Term**" means each subsequent renewal period beginning on the expiration of the Initial Term;

"**Service(s)**" means OnShift's online integrated workforce management, communications, messaging and other OnShift services identified and licensed to Customer under an applicable Order Form developed, operated, and maintained by OnShift, or ancillary online or offline products and services provided or licensed to Customer by OnShift, to which Customer is being granted access under this Agreement, including the OnShift Technology, the Content and any product, service or license belonging to a third party that appears on an Order Form; and

"**User(s)**" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied user identifications and passwords by Customer (or by OnShift at Customer's request). User(s) also includes Customer's applicants for employment.

1. License Grant/Limitations/Restrictions

1.1 Subject to the terms and conditions of this Agreement, OnShift hereby grants Customer a non-exclusive, non-transferable (except as specified in Section 19 below), non-assignable (except as specified in Section 19

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below) limited license to use the Services provided hereunder solely for Customer's own internal business purposes and only for the specific Entity and time periods as set forth in each fully executed Order Form.

1.2 All rights not expressly granted to Customer are reserved by OnShift and its licensors. OnShift reserves the right to make changes, modifications and enhancements to the Services from time to time.

2. Limitations on Use

2.1 Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify or make derivative works based upon the Services or the Content; (iii) reverse engineer the Services; or (iv) access the Services in order to build a competitive product or service.

2.2 Customer shall not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) develop applications for internal use with the Services.

3. Order Process

Customer shall order Services by signing an Order Form. In the event that Customer's business practices require a purchase order number be issued prior to payment of any OnShift invoices issued pursuant to an Order Form, then such purchase order number must be provided to OnShift to include on the applicable Order Form. Customer's execution and return of applicable Order Form to OnShift without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may provide to OnShift or use in connection with the procurement of Services (or any software) from OnShift will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of OnShift to object to such terms, provisions or conditions.

4. Customer's and OnShift's Responsibilities

4.1 Customer is responsible for all activity occurring under Customer's User accounts and shall comply (and shall cause its Users to comply) with all applicable Privacy Laws and all other applicable U.S. laws and regulations in connection with Customer's use of the Services, including but not limited to Privacy Laws and regulations. Customer is responsible for providing, and, if applicable, updating any required notices to and receiving any required consents and authorizations from Customer's Users, including but not limited to those notices, consents, and authorizations required under any applicable Privacy Laws. Customer shall: (i) notify OnShift immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services; (ii) report to OnShift immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Content, OnShift Technology, Services or Deliverables that becomes known or suspected by Customer or Customer's Users; and (iii) not impersonate another OnShift user or provide false identity information to gain access to or use the Services.

4.2 Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer will also be responsible for maintaining the security of the Equipment, Customer account, passwords (including without limitation administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

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4.3 OnShift will maintain the security and integrity of the Services and will abide by all Privacy Laws in connection with the operation of the Services. OnShift's data security program will include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Customer Data in the possession or under the control of OnShift.

4.4 OnShift will maintain a disaster recovery plan to ensure availability of information following interruption to, or failure of, critical business processes following industry standards generally adopted by U.S. based SaaS providers. OnShift is responsible for implementing and maintaining the business continuity plans throughout the duration of Services provided.

4.5 OnShift is not responsible for, and disclaims any and all liability related to, any and all interactions or transactions made or facilitated through the Services. Any such interactions or transactions will be made at Customer's own risk. OnShift does not have control over the quality, timing, or legality of the services actually delivered by employees or other persons hired or engaged through the Service, or of the integrity, responsibility, or actions of such persons, and OnShift neither refers nor recommends prospective employees or other service providers, nor makes any representations about the suitability, reliability, timeliness, or accuracy of the services provided by prospective employees or other service providers, or the integrity, responsibility or actions of prospective employees or other service providers, whether in public, private or offline interactions. Content provided through or used to generate the Services is primarily user generated, and OnShift does not control or vet user generated content for accuracy. OnShift does not assume any responsibility for the accuracy or reliability of any information provided by Users or other parties on or off the Services.

5. Account Information and Data

OnShift does not own any Customer Data; provided however, Customer grants to OnShift a nonexclusive, nontransferable license to access and use Customer Data to provide the Services to Customer and as otherwise permitted herein. Customer hereby consents to OnShift's use of Customer Data to provide the Services and in accordance with this Agreement. OnShift's use of Customer Data shall be limited to the purpose of providing the Services to Customer and for OnShift to meet its obligations hereunder. Without limiting the generality of the foregoing, Customer acknowledges that OnShift may aggregate Customer Data with the data and information of other customers and subscribers of OnShift for purposes of data analytics and in order to further enhance or improve the Services; ***provided***, that any such aggregation or analysis will be on an anonymous, non-personally identifiable basis, and will not identify any data as belonging to or being provided by any specific customer or other organization. Customer, not OnShift, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Customer Data, and OnShift shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data not caused by OnShift. Customer agrees and acknowledges that OnShift is not obligated to retain any Customer Data (i) for longer than thirty (30) days after termination, or (ii) for any period if Customer has materially breached this Agreement and has failed to cure the breach within the period set forth in Section 12.

6. Professional Services

6.1 Scope of Professional Services. Customer may elect to purchase professional services (such as implementation, training, support, etc.) ("**Professional Services**") as set forth in the Order Form. If Customer requests that OnShift provide any Professional Services at Customer's facility, in addition to any fees associated with such Professional Services, Customer agrees to pay all customary travel and living expenses ("**Travel Fees**") in accordance with the Williamson County Vendor Reimbursement Policy in connection therewith. The following provisions shall apply to all Professional Services: (a) OnShift shall retain all ownership rights to any and all Deliverables, excluding any pre-existing technology, materials or Customer Confidential Information supplied by Customer for incorporation into such Deliverables; and (b) OnShift grants Customer a royalty-free, non-exclusive, nontransferable, non-assignable worldwide license to use any Deliverable to the extent necessary to permit Customer to use the Deliverable in connection with the Services during the Term. Customer acknowledges that nothing in this Agreement shall restrict or limit OnShift from performing similar services for any third party.

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6.2 Customer or Third Party Duties; Delays. Customer is responsible for, and assumes the risk of, any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of Customer computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Customer or any of Customer's third party providers. Customer (and/or, if applicable, Customer's third party providers) will make available in a timely manner for OnShift's use, at no charge to OnShift, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by OnShift for the performance of the Professional Services. OnShift will use commercially reasonable efforts to complete the Professional Services by the Term Start Date set forth in the Order Form. Customer acknowledges that completing the Professional Services by the Term Start Date is contingent upon timely completion by Customer (and/or, if applicable, Customer's third party providers) of activities required in the Order Form (**"Customer Obligation(s)"**). The parties understand and agree that any of the following may compromise OnShift's ability to complete the Professional Services by the Term Start Date: (a) any delay caused by Customer's failure or inability to perform a Customer Obligation; (b) any delay due to Customer's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation; or (d) any other delay incurred as a result of Customer's action(s) or omission(s). No such delay will relieve or suspend Customer's obligation to pay Fees pursuant to Section 9.

7. Intellectual Property Ownership and Intellectual Property Indemnification

7.1 Intellectual Property Ownership. OnShift alone (and its licensors and partners, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the OnShift Technology, the Content, the Services and any Deliverables, including to any and all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. Except for the limited rights and license expressly granted hereunder, no other license is granted and no other use is permitted. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, to any Deliverable, the OnShift Technology or the Intellectual Property Rights owned by OnShift. The OnShift name, the OnShift logo, and the product names associated with the Services are trademarks of OnShift or third parties, and no right or license is granted to use them.

7.2 Indemnification. OnShift shall indemnify and hold Customer harmless from and against any third party costs, damages, losses, liabilities and expenses (collectively "**Claim(s)**") to the extent arising out of or in connection with a Claim alleging that the use of the Services used in accordance with this Agreement infringes a U.S. patent, copyright or trademark right of a third party or misappropriates such third party's trade secrets. Customer shall indemnify and hold OnShift harmless from and against any Claim(s) to the extent arising out of or in connection with: (a) a Claim alleging that the use of the Customer Data in accordance with this Agreement or Customer's use of the Services in violation of this Agreement infringes or otherwise violates such third party's property, privacy or other rights or violates any applicable law; or (b) the negligence, misconduct, or breach of this Agreement by Customer or any of its Users. The indemnifying party's obligations under this Section 7.2 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); (c) providing to the indemnifying party all available information and reasonable assistance; and (d) not compromising or settling such Claim without the indemnifying party's approval (such approval not to be unreasonably withheld). With respect to OnShift's indemnification obligations, if (x) any aspect of the Service is found or, in OnShift's reasonable opinion is likely to be found, to infringe upon the Intellectual Property Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then OnShift will promptly and at its own cost and expense at OnShift's option: (i) obtain for Customer the right to continue using the Service; (ii) modify the item(s) in question so that it is no longer infringing; or (iii) replace such item(s) with a non-infringing functional equivalent. If, after all commercially reasonable efforts, OnShift determines in good faith that options (i) - (iii) are not feasible, OnShift will remove the infringing items from the Service and refund to Customer on a pro-rata basis any prepaid unused Fees paid for such infringing element. OnShift shall have no obligation or liability for any claim pursuant to

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this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by OnShift to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, or (iii) OnShift's compliance with Customer's designs, specifications, requests, or instructions pursuant to an engagement with OnShift's Professional Services organization relating to the Service to the extent the claim of infringement is based on the foregoing. THE FOREGOING IS THE INDEMNIFYING PARTY'S SOLE OBLIGATION AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY WITH RESPECT TO INDEMNIFICATION.

8. Privacy and Security; Disclosure; Compliance Obligations

8.1 Compliance with Applicable Law. Customer warrants and represents it complies with all applicable Privacy Laws in the collection, storage, and processing of any Personal Data it provides to OnShift or otherwise discloses to OnShift under this Agreement. Specifically, Customer warrants and represents it has full legal authority to collect, store, and use, any Personal Data and to transmit, and disclose any Personal Data to OnShift in the establishment and maintenance of the Services, including having provided applicable notices to Users and securing User consent for such use of any Personal Data.

8.2 Compliance with OnShift Policy. Customer agrees to comply (and to cause its Users to comply) with OnShift's privacy policy which may be viewed at https://app.onshift.com. OnShift reserves the right to modify its privacy and security policies in its sole discretion from time to time; provided, however, OnShift will provide written notice of any such modification. Because the Service is a hosted, online application, OnShift occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. OnShift may disclose the fact that Customer is a customer of OnShift.

8.3. Consent to Text Messaging (SMS) and Phone Calls. In the event Customer contracts for Services in which its Users may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from OnShift for the purposes of providing the Services or informational updates about Services, including but not limited to engagement and communication with job candidates to schedule interviews, to participate in any screening, hiring or employment processes, or to receive other services, support or assistance. Customer warrants and represents that any mobile device numbers Customer provides to OnShift have been collected and disclosed in accordance with applicable Privacy Laws. In particular, for each User mobile device number provided to OnShift by Customer, Customer warrants and represents it has the User's consent to such receive communications from OnShift or for OnShift to use the User's cell phone number or mobile device number in accordance with OnShift's Product Privacy Policy. Customer represents it has the authority to opt-in any Users to receive text messages or telephone calls at such numbers. OnShift shall provide every User the ability to opt out of such messaging or calls at any time in accordance with the OnShift Product Privacy Policy.

Customer further acknowledges that all User mobile devices or handsets may not support Services using text messaging. OnShift and any mobile carriers or related service providers are not liable for delayed or undelivered messages. Message and data rates may apply to any such text messages to Users. Message frequency depends on the nature of the User's request or use of the Services. Customer acknowledges Customer or its Users are responsible for all costs, charges and fees you incurred from any carrier or service provider as a result of choosing to receive such messages from OnShift.

8.4 Compliance Obligations, Assistance. If, while exercising its rights or performing its obligations under this Agreement, either party collects, captures, purchases, receives through trade, otherwise obtains, or is otherwise in possession of Personal Data, such party will remain in compliance with all applicable Privacy Laws. Each party will reasonably cooperate and assist the other party with meeting such party's obligations to comply with Privacy Laws and responding to third party inquiries relating to Privacy Laws.

9. Fees, Payment Terms, Taxes, Billing Contact.

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9.1 Customer shall pay all fees or charges as specified on each executed Order Form ("**Fees**"). Except as otherwise expressly set forth in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable. OnShift charges and collects in advance for Fees. Unless otherwise set forth in the applicable Order Form, payment terms are net thirty (30) days from the date of OnShift's invoice, without offsets or deductions of any kind, and payment is due in US dollars. If payment under an applicable Order Form is to be made via credit card or electronic money transfer (i.e. ACH), such payment shall be chargeable upon invoice due date. If Customer adds additional buildings, Customer will execute a new Order Form identifying the number of Users at such buildings and the Fees will increase according to the Fees set forth on the applicable Order Form. In addition, each Party has the option, once annually during the Term and any Renewal Term, to review the total count of unique punch IDs that punched during the trailing ninety (90) day period and to adjust the total User count Fees according to the Pricing Adjustment Table set forth on Exhibit A attached hereto and incorporated herein.

9.2 OnShift's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on OnShift's income. If OnShift has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides OnShift with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer believes Customer's invoice is incorrect, Customer must contact OnShift in writing within sixty (60) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9.3 Customer agrees to provide OnShift with accurate billing and contact information, including Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Administrator. Customer agrees to update this information within thirty (30) days of any change to it.

9.4 OnShift reserves the right to modify its Fees with respect to its Services and to introduce new charges (to become effective upon the upcoming Renewal Term), by providing Customer written notice at least forty-five (45) days prior to the end of the then current Service Term. In the event that Customer does not provide notice of termination to OnShift as described in Section 10.2 below, such Fee changes shall become effective at the commencement of the next Renewal Term.

10. Agreement Term, Order Form Term.

10.1 Agreement Term. This Agreement shall continue in effect until all underlying Order Forms with Customer have expired in accordance with the terms of such Order Form(s), or if this Agreement is terminated earlier, as provided herein.

10.2 Order Form(s) Service Term. An applicable Order Form will begin on the Effective Date of the applicable Order Form and shall continue for the initial term specified in such Order Form ("**Order Form Initial Term**"). In the event that an Order Form contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Term or applicable Renewal Term of such Order Form, unless otherwise agreed by the parties. Requests for Services for an Entity other than as originally licensed by Customer on an existing Order Form, will require a full Order Form Initial Term. Unless otherwise set forth in an applicable Order Form, or unless this Agreement is terminated as described in Section 12, upon expiration of the Order Form Initial Term, such Order Form(s) will renew automatically for a subsequent Renewal Term of twelve (12) months (subject to any Fees adjustment as set forth in Section 9.4), unless either party notifies the other party of its intent to terminate, at least thirty (30) days prior to the end of the then current Term.

11. Non-Payment and Suspension

In addition to any other rights granted to OnShift herein, OnShift reserves the right to suspend or terminate this Agreement, any related Order Forms, and Customer's access to the Services if Customer's account becomes delinquent and is uncured for a period of thirty (30) days from date of delinquency notice. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date of the delinquency notice, plus all expenses of collection, including, without limitation, all

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reasonable legal fees incurred by OnShift. Customer will continue to be charged for Fees during any period of Service suspension due to Customer's delinquency. If OnShift initiates termination of this Agreement for cause, as further described in Section 12, Customer will be obligated to pay all remaining Fees due computed in accordance with their terms for the remainder of the applicable Initial Term or Renewal Term thereof. Customer agrees that OnShift may charge such unpaid Fees to Customer's credit card or via ACH payment, or otherwise bill Customer for such unpaid Fees.

12. Termination for Cause

Either party may terminate this Agreement (and any Order Forms then in effect) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after delivery of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OnShift represents and warrants that: (a) the Services will perform substantially in accordance with OnShift's documentation, under normal use and circumstances; (b) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provisions thereof; and (c) it will use reasonable technical means to ensure that the Services provided to Customer do not contain any disabling devices designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data. Customer represents and warrants that: (a) Customer owns or otherwise has sufficient rights in Customer Data to grant OnShift the licenses that Customer grants in this Agreement; (b) Customer has not falsely identified itself nor provided any false information to gain access to the Services; (c) Customer has obtained appropriate consents from all Users and others whose personal information is included in Customer Data and transmitted, processed, and stored through the Services; and (d) all billing and contact information provided by Customer is true and correct; and (e) in accessing or using the Services, Customer shall comply (and shall cause its Users to comply) with all applicable Privacy Laws and all other applicable U.S. laws and regulations in connection with Customer's use of the Services, including but not limited to Privacy Laws and regulations, as well as any and all applicable employment and other laws in connection with any employment or services relationship that Customer may establish through or in connection with the Services (such as applicable payroll, tax and minimum wage laws).

14 . Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13, ONSHIFT, ITS PARTNERS AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, ONSHIFT, ITS PARTNERS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY OR TIMELINESS OF THE SERVICE OR ANY INCLUDED CONTENT. ONSHIFT DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) THE SERVICE DOES NOT CONSTITUTE THE PROVISION OF LEGAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE OR SERVICES IN ANY MANNER; (2) THE SERVICE DOES NOT ENSURE CUSTOMER'S COMPLIANCE WITH ALL APPLICABLE LABOR OR EMPLOYMENT LAWS; AND (3) CUSTOMER IS SOLELY RESPONSIBLE FOR CUSTOMER'S COMPLIANCE WITH ALL APPLICABLE LAWS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ONSHIFT DOES NOT DIRECTLY RECRUIT, HIRE, OR EMPLOY AND EMPLOYEES, AND IS NOT PROVIDING SERVICES OR

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ACTING AS AN EMPLOYEE STAFFING AGENCY, OUTSOURCING COMPANY, EMPLOYEE LEASING COMPANY, OR IN ANY OTHER SIMILAR CAPACITY.

15. Internet Delays

ONSHIFT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ONSHIFT IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ONSHIFT.

16. Limitation of Liability

EXCEPT AS EXPLICITLY PROVIDED BELOW, IN NO EVENT SHALL ONSHIFT'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations shall not apply to: (a) Customer's breach of Section 2; (b) either party's breach of Section 20; or (c) the extent such damages are awarded under a Claim subject to indemnification under Section 7.

17. Insurance

The Parties shall each maintain sufficient insurance coverage to adequately cover such Party's respective obligations under this Agreement. Upon request, and no later than thirty (30) days after written request therefore, a Party shall provide to the other Party a copy of its current certificate of insurance evidencing its current coverage.

18. Notice

For notices that are directed to Customer as part of OnShift's general customer base, OnShift may give notice by means of any of the following: (a) a general notice on the Service; (b) by electronic mail to Customer's e-mail address on record in OnShift's account information; (c) by nationally recognized overnight delivery service; or (d) by written communication sent by first class mail or pre-paid post to Customer's address listed in OnShift's account information. All notices sent to Customer specifically under this Agreement (and not sent to the general customer base) shall be in writing, and may be given by electronic mail to Customer's e-mail address on record in OnShift's account information; or by written communication sent by first class mail or pre-paid post to Customer's address listed in OnShift's account information. All notices to be delivered by Customer to OnShift shall be in writing and shall be delivered by electronic mail to legal@onshift.com or by first class mail or pre-paid post to the following address: OnShift, Inc., 1621 Euclid Avenue, Suite 1500, Cleveland, Ohio 44115, Attention: Legal. Either OnShift or the Customer may update its contact information for receiving notices by providing writing notice of such update to the other party in the manner provided in this Section 18. A notice delivered electronically hereunder will be deemed to have been delivered on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day. A notice delivered by first class mail or pre-paid post will be deemed to have been given three (3) business days after mailing or posting.

19. Assignment

Customer may not assign any of Customer's rights or obligations under this Agreement to any third party without obtaining OnShift's prior written consent, which consent not to be unreasonably withheld.

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20. Confidentiality

Each party (as a "**Receiving Party**" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "Disclosing Party" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. For the avoidance of doubt, this includes Confidential Information provided to the Receiving Party prior to the Effective Date of this Agreement. As used herein, the term "**Confidential Information**" refers to any and all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. If Confidential Information is (a) provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), such shall be conspicuously designated as "Confidential" (or with some other similar legend) or (b) provided orally, such shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, unless a reasonable person would understand such information to be confidential based on its content. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under this Agreement, (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party, or (iv) is independently developed by the Receiving Party without use or reference to Disclosing Party's Confidential Information. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, or potential acquirers of Receiving Party, in each case such person or entity must have a legitimate reason to have access to such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein. Each Receiving Party's confidentiality obligations with respect to such Disclosing Party's Confidential Information shall remain in effect for the Term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement. For the avoidance of doubt, Confidential Information with respect to Customer includes Customer Data, and with respect to OnShift includes all pricing terms offered to Customer under any Order Form, the OnShift Technology and the results of any evaluation of the Services performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. The parties agree that any Non-Disclosure Agreement entered into prior to the Effective Date shall not limit or reduce each respective Party's obligations with respect to Confidential Information disclosed under this Agreement.

21. General

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and OnShift as a result of this Agreement or use of the Services. This Agreement does not create any rights, claims or benefits inuring to any party that is not a party hereto nor create or establish any third party beneficiary hereto. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement, together with any applicable Order Form(s) (including any other documents referenced therein), comprises the entire agreement between Customer and OnShift regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.

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22. Additional Terms

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

22.2 Right to Audit. OnShift agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, , all at Customer's expense and not more than once per year, have access to and the right to examine and photocopy any and all books, documents, papers and records of OnShift which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. OnShift agrees that Customer shall have access during normal working hours to all necessary OnShift facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give OnShift reasonable advance notice of intended audits.

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

22.4 Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying Customer's rights.

22.5 Termination for Convenience. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives signing below, execute and agree to be bound by the terms and conditions contained in this Agreement.

AGREEMENT EFFECTIVE DATE: _____ (if no date is entered, the Effective Date will be the date that Customer signs the Agreement) .

OnShift, Inc.	
Signature	*Jennifer J Elliott* jelliot@onshift.com
Name	**Jennifer J Elliott**
Title	**Accountant**
Date	**02/03/2021**

Customer	
Signature	
Name	
Title	
Date	

1621 Euclid Ave #1500
Cleveland, OH 44115

Quote ID: Q010531
Pricing Valid Through: 02/24/2021
Proposed by: Mark Dalpiaz

Customer & Billing Details

Sold To:
Williamson County EMS
301 Southeast Inner Loop, Suite 108
Georgetown, TX 78626
United States

Bill To:
Williamson County EMS
301 Southeast Inner Loop, Suite 108
Georgetown, TX 78626

License Terms & Conditions

Order Effective Date: 01/01/2021 **Initial Term**: 1 Months **Term Start Date:** 01/01/2021

One-Time Fees – Due Upon Receipt **Recurring Fees -** Net 30 Monthly in Advance

Product	Price	Quantity	Total	Charge Type
OnShift Employ (FFP)	$ 1,072.50	1	$ 1,072.50	Recurring
		Total Recurring Charges	**$1,072.50**	
		Your Monthly **Invoice**	**$1,072.50**	

Sales tax will be added when applicable

Additional Order Terms

Agreement: This Order Form incorporates by reference and shall be governed by the Agreement. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. To the extent there is a conflict or inconsistency between the Agreement and this Order form, the Agreement shall govern other than any terms listed in the "Special Terms" section below.

Special Terms: Customer agrees to enroll in automatic payments by way of ACH or Credit Card to be eligible for monthly billing

Multi-Facility Information:

By Signing below, I agree to the terms and conditions detailed in this Order Form and the Agreement

Williamson County EMS	
Signature	
Name	
Title	
Date	

OnShift, Inc.	
Signature	Jennifer J Elliott jelliot@onshift.com
Name	**Jennifer J Elliott**
Title	**Accountant**
Date	**02/03/2021**

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1621 Euclid Ave #1500
Cleveland, OH 44115

Quote ID: Q010531
Pricing Valid Through: 02/24/2021
Proposed by: Mark Dalpiaz

Additional Billing Information

Bill to Contact:

Bill to Email:

Bill to Phone Number:

Is customer tax exempt? Type the word "Yes" or "No" in the text box.
If YES, send a copy of exemption certificate to Billing@onshift.com

☐ **If customer would like to be enrolled in OnShift's Auto-Pay Program using the ACH or credit card provided, leave box checked.**
If customer would NOT like to enroll in Auto-Pay Program, uncheck box.

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OnShift, Inc. Acquires Talent Acquisition Software Provider Avesta Systems, Inc.

February 10, 2020 **Marti Bowman**

Acquisition reinforces OnShift's strategy to offer healthcare providers a modern, purpose-built software suite that redefines the employee experience

Cleveland, OH – February 10, 2020 — In the continued expansion of OnShift's next-generation human capital management platform, the company today announced it has acquired Avesta Systems, Inc., a provider of comprehensive talent acquisition software and services that streamline recruiting and hiring processes. Together, OnShift and Avesta provide a powerful suite of solutions to address some of the most critical workforce challenges in the healthcare industry. With the combined solution, healthcare providers will have the unmatched ability to hire, engage and retain quality employees, while achieving dramatically reduced turnover rates, decreased costs and enhanced quality and continuity of care.

Avesta's software, now called OnShift Employ, seamlessly manages the entire talent acquisition process from end to end, including candidate sourcing, recruitment, screening, hiring and onboarding. With OnShift Employ, healthcare providers gain a competitive edge by quickly finding qualified candidates, speeding time to hire and creating memorable candidate experiences, while simultaneously complying with hiring laws.

With the Avesta acquisition, OnShift further expands its footprint in the healthcare marketplace, by now also serving organizations in the emergency medical services (EMS) segment. Avesta's established brand, expansive customer base and recognition as a thought leader in the EMS market complement OnShift's exclusive focus on the healthcare industry.

"Healthcare providers are struggling to find staff in a critically tight labor market. Our acquisition of Avesta gives providers the ability to differentiate

themselves through unparalleled candidate experiences that enable them to find and hire quality candidates faster than ever," said Mark Woodka, CEO of OnShift. "OnShift is committed to helping our customers, senior care organizations and other healthcare providers meet and exceed their recruiting and hiring goals."

In a recent workforce research report, 72% of healthcare professionals reported employee turnover as a top workforce challenge, followed by finding qualified talent (62%). Additionally, 73% of respondents indicated they expect these issues to remain the same or worsen over the next three years.[i] It is imperative that healthcare providers leverage a technology platform that enables them to support high volume, high turnover environments and is built for today's hourly workers who demand simple ways to connect and engage with employers.

"Becoming part of OnShift's team advances our vision to help healthcare providers with their workforce needs," said Greg Lawton, President of Avesta. "We are thrilled to have found an organization that so closely aligns with our mission, culture and technology. We are looking forward to working with OnShift as they fundamentally shape the future of the healthcare workforce."

"OnShift continues to expand our software platform and our business both organically and through acquisition," stated Steve Haynes, Executive Vice President of Corporate Development of OnShift. "We are focused on leveraging technology innovation to create further value for our customers as part of OnShift's aggressive growth strategy."

Additional Resources

- Learn More About This Acquisition
- Explore OnShift Employ
- Read The OnShift Employ Introductory Blog

About OnShift, Inc.
OnShift's next-generation human capital management platform fundamentally transforms the relationship between healthcare organizations and their employees. Our innovative approach to recruitment, hiring, scheduling and engagement fosters a culture where people want to work. That's why thousands of healthcare organizations rely on OnShift's integrated suite of software and services to dramatically reduce turnover rates, decrease costs

and improve the quality and continuity of care. For more information, visit www.onshift.com.

Survey Report: Workforce 360, OnShift, 2020.

Contact
Marti Bowman
Chief Marketing Officer
OnShift, Inc.
mbowman@onshift.com
216.920.5038

- Press Releases



Marti Bowman

As Chief Marketing Officer, Marti brings significant experience leading go-to-market strategies, product marketing, communications and PR programs for technology startups as well as Fortune 500 organizations. Prior to OnShift, Marti was a principal product director at Oracle, where she drove global go-to-market strategies for the Oracle Fusion Middleware product portfolio. She joined Oracle through the acquisition of BEA Systems, where she was a product marketing manager.

View all Posts by Marti Bowman

Commissioners Court - Regular Session **18.**

Meeting Date: 03/23/2021

Children’s Advocacy Center Asbestos Survey

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a service contract between Separation Systems Consultants, Inc. and Williamson County for an Asbestos Survey at the Williamson County Children's Advocacy Center in the amount of $2,505.00 and authorizing execution of the agreement.

Background

The objective of the survey is to identify friable and non-friable asbestos containing material (ACM) in the buildings on-site. The findings of the sampling event will be presented in a survey report at the Williamson County Children's Advocacy Center located at 1811 Southeast Inner Loop, Georgetown, Texas 78626. Department Point of Contact is Tom Stanfield. Funding Source P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2021 04:05 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 04:10 PM
Form Started By: Andrew Portillo		Started On: 03/15/2021 02:18 PM
Final Approval Date: 03/17/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
ASBESTOS SURVEY
(Children's Advocacy Center)

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter "Service Provider"), with offices located at 17041 El Camino Real, Suite 200, Houston, TX 77058 (phone: 281-486-1943). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **$2,505.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

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

As described in the attached Proposal/Statement of Work, dated January 26, 2021, which is incorporated herein as if copied in full.

VII.

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

copied in full) into this Contract include the following:

Service Provider's Proposal/Statement of Work, dated January 26, 2021, which is incorporated herein as if copied in full.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIII.

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

XIV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

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

WITNESS the signatures of all parties in duplicate originals this the _____day of _____, 2021.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

Allyson Graziano
_____
Authorized Signature

Exhibit
(Proposal/Statement of Work, dated January 26, 2021)

Environmental, Construction and Engineering Services

January 26, 2021

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Tom Stanfield
Phone: (512) 943-1636
E-mail: tom.stanfield@wilco.org

RE: Children's Advocacy Center Asbestos Survey
Williamson County Children's Advocacy Center
1811 Southeast Inner Loop
Georgetown, Texas 78626
SSCI Project No.: 55023

Mr. Stanfield:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey of the Children's Advocacy Center (CAC) located at 1811 Southeast Inner Loop in Georgetown, Texas 78628 (Site). The Site is identified on the Williamson Central Appraisal District (WCAD) as property ID No. P456434. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) during renovation activities of the on-site building(s). It is SSCI's understanding that the renovations entail building an add-on to the existing structure. The proposed survey includes identification of ACM within the hallway where the proposed building will connect to the existing building. SSCI's proposed services are provided below.

Asbestos Survey

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in the buildings on-site. The findings of the sampling event will be presented in a survey report. If ACMs are identified,

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
agraziano@sscienvironmental.com

the owner will be able to use the survey report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc). Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI estimates that no more than thirty (30) samples of suspected ACMs will be collected from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard five (5) business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the Point-Count Technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the Client's request by gravimetric reduction or a similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of $2,505.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard five (5) business day turnaround timeframe. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Demolition
Children's Advocacy Center
1811 SE Inner Loop, Georgetown, TX 78626
SSCI Project No. 55023

Description	Quantity	Rate	Units	Amount
Asbestos Survey for Renovation				
Principal	1	$200.00	Hour	$200.00
Project Manager	2	$85.00	Hour	$170.00

Licensed Asbestos Inspector	10	$75.00	Hour	$750.00
Asbestos PLM Analysis (5-Day TAT)	30	$10.00	Each	$300.00
Vehicle	1	$95.00	Day	$95.00
Sub Total				**$1,515.00**
Reporting				
Project Manager	2	$85.00	Hour	$170.00
Licensed Asbestos Inspector	2	$75.00	Hour	$150.00
Environmental Technician	8	$70.00	Hour	$560.00
Clerical	2	$55.00	Hour	$110.00
Sub Total				**$990.00**
TOTAL				**$2,505.00**

Reporting, Cost, and Schedule

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees;
- Field activities will be completed over the course of one (1) day. More than one (1) day may result in additional fees; and
- No more than forty-five (45) samples of suspected ACM will be collected from the Site for analysis. Greater than forty-five (45) samples will result in additional fees.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at agraziano@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Allyson Graziano
Project Manager

SSCI's proposal is valid for sixty (60) days from the date of this letter.

Accepted in accordance with the terms and conditions of this proposal 55023:

Authorized Signature	Date
Printed Name	Company (Representative of)

Commissioners Court - Regular Session **19.**

Meeting Date: 03/23/2021

Williamson County Health District Wall Repair

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the services between Williamson County and One Source Commercial Flooring, LLC to provide the services of repairing the wall base at the Williamson County and Cities Health District in the amount of $5,018.00 per the terms of the Buy Board Cooperative Contract #561-18 and by authorizing the execution of the agreement.

Background

This service will install and provide B-1 wall with adhesive materials due to the February Winter Storm at the Williamson and Cities Health District located at 355 Texas Ave Round Rock, TX 78664. Department point of contact is Jack Combs. Funding Source 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2021 04:25 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 06:59 PM
Form Started By: Andrew Portillo		Started On: 03/15/2021 03:57 PM
Final Approval Date: 03/17/2021		

One Source Commercial Flooring, LLC
1701 Summit Ave - Suite 10
Plano TX 75074
Phone : (972)422-2438
Fax : (972)516-1495

Proposal

Attn: JACK COMBS
From: Matt Salyers
Estimator: Rudkin, Dan
Admin:
Revision #:

Date: 3/3/2021 ***Bid Due Date:*** 3/2/2021
Plan Date: ***Addendum :***

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626
Phone: (512) 943-1193-

Project

TEXAS AVE WALL BASE (BUY BOARD #561-18)
355 TEXAS AVE
ROUND ROCK, TX 78664

BASE FOR TEXAS AVE (BUY BOARD #561-18)

			Quantity		Unit Price	Line Total
1	**B-1 WALL BASE SUPPLIED** ROPPE CORPORATION WALL BASE-(700) COVE 4" X 1/8"	TBD / TBD	3,960.00	LF	0.737	2,917.00
2	**ADHESIVE MATERIALS SUPPLIED ONLY** ROPPE CORPORATION ADHESIVE #EXCELSIOR WB600	4GAL	5.00	EA	60.000	300.00
3	**WALL BASE INSTALLATION LABOR** ONE SOURCE FLOORS LABOR	N/A	3,960.00	LF	0.455	1,801.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$5,018.00**

BUY BOARD #561-18

NO FURNITURE MOVING IS INCLUDED. ALL FURNITURE MUST BE MOVED OFF WALLS TO INSTALL NEW BASE.

NO DEMO OR HAUL OFF IS INCLUDED.

One Source Commmercial Flooring, Inc. will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing and floor protection; excludes floor floating, leveling and repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation (feather finish) that exceeds the contracted coverage will be billed at $40 per bag supplied and installed. Floor leveling, if required, will be billed at $90 per bag supplied and installed. Client is subject to payment for stored materials. One Source Commercial Flooring, Inc. will not accept charge backs for damage or cleaning without the option to inspect the claim(s) or without the option to make arrangements for acceptable repairs at their expense. One Source Commercial Flooring, Inc. is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. ~~Full payment is due ten (10) days from receipt of invoice unless otherwise specified.~~ Acceptance of this proposal constitutes agreement that all pricing and verbiage contained herein will become part and parcel to the subcontract documents.

M.S.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

TEXAS AVE WALL BASE (BUY BOARD #561-
One Source - Austin Division

Signed: _____
Matt Salyers

Proposal Total: $5,018.00

WILLIAMSON COUNTY
WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Commissioners Court - Regular Session **20.**

Meeting Date: 03/23/2021

Advertisement Approval T3485 IFB Crack Seal Services

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, 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 as-needed, countywide Crack Seal Services under IFB #T3485.

Background

Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints in asphalt pavement on an as-needed basis. The contract duration shall be for one (1) year with two (2) annual renewal options. Estimated contract amount is $400,000.00.This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 08:41 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:06 AM
Form Started By: Andrew Portillo		Started On: 03/15/2021 03:50 PM
Final Approval Date: 03/18/2021		

Commissioners Court - Regular Session **21.**

Meeting Date: 03/23/2021

Award Aggregate for Surface Treatments - Type D

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for ----------Aggregate for Surface Treatments - Type D for a term of one (1) year to Capital Aggregates, Inc. per the quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d), Section 262.0245 and County Purchasing Policy and authorizing execution of the agreement.

Background

The Purchasing Department issued a solicitation for Aggregate for Surface Treatments - Type D under IFB T2534. No responsive bids were received. Texas Local Government Code Sections 262.0225(d) and 262.045 allow the Purchasing
Agent to recommend procedures for obtaining necessary items when no competitive bids are received. A recommendation was made to the Road and Bridge Department to solicit and obtain three (3) written quotes for this service, as originally bid out.
Only one (1) responded to the request. This response was evaluated by the Road and Bridge Department in the same manner as if it had been received during the initial bid process. Based on the evaluation the department is recommending award to Capital Aggregates, Inc. The approved FY 21 budget for this commodity for $300,000.00.
Per policy this award is recommended for a term of one (1) year after which a new solicitation will be issued. The Department Point of contact is Matt Williamson. Funding source 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 08:47 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:06 AM
Form Started By: Kim Chappius		Started On: 03/17/2021 08:34 AM
Final Approval Date: 03/18/2021		

CAPITOL AGGREGATES INC

MATERIAL QUOTE

QUOTE NUMBER: CA21-018666

QUOTE GENERATED: MARCH 8, 2021 10:24

QUOTE PREPARED FOR:

Customer:	Williamson County Road & Brdg				
Street:	30.62831-97.64548GEORGETOWN78626TX3151 SOUTH EAST				
City:	GEORGETOWN	**State:**	TX	**Zip:**	78626
Phone:	(512) 943-3330	**Fax:**			
Contact:	Gary Thoene				

JOB INFORMATION:

Job Name:	2021 Williamson County Aggregate
FOB:	Customer Facilities
Project / Control #:	**PO / Requisition#:**
Job Information:	2021 Williamson County Aggregate Grade 4 - TxDOT Spec FOB Delta Plant and delivered rate (Delivery: 3151 SE Inner Loop, Georgetown) Freight based on $4.00 per gallon diesel, any increase in transportation will be passed through to customer. Material and trucking subject to availability.
Pricing valid between:	January 20, 2021 and March 31, 2022
Escalation:	None
Additional Information:	

Capitol Aggregates, Inc. ("Capitol") offers to sell the following described material ("Material") to the Customer for the above referenced Job, subject to the provisions of this quote ("Quote"). All Material is subject to availability and need not be produced until Capitol has received an executed Quote from Customer. This Quote and any transaction involving the Material is governed exclusively by the terms of this Quote and Capitol's **Additional Terms and Conditions**, which are attached to and incorporated in this Quote. Customer accepts this Quote by its signature below or by receipt of delivery of the Material. Acceptance of this Quote is limited to the terms and conditions stated herein. Any additional or different terms, conditions, requirements, and/or instructions previously, concurrently, or hereafter provided by Customer are rejected in their entirety by Capitol.

PRODUCT INFORMATION:

Material	Plant	UOM	Other Info	Quantity	Material Price	Truck Haul	Other Charges	Total Unit Price	Trucking FSC Base Rate
540-015-000: Grade 4	Delta Materials	Short Ton		1.00	$24.00	$12.50	$0.00	$36.50	*$3.50*
540-015-000: Grade 4	Delta Materials	Short Ton		1.00	$24.00	$0.00	$0.00	$24.00	*$3.50*

OTHER INFORMATION:

Fuel Surcharge:	The Fuel Surcharge (FSC) is applied as a percent of the *Truck Haul* rate on a monthly basis. An FSC of 3.5% will be applied for every $0.25 increment above the Trucking FSC Base Rate. For example, if the Trucking FSC Base Rate is $4.00, then a FSC of 3.5% would be applied when the price of diesel was between $4.01 and $4.25 while a 7% FSC would be applied when the price of diesel was between $4.26 and $4.50. The cost of fuel is the average monthly diesel fuel price for the Gulf Coast Region as determined by the US Energy Information Administration and can be accessed at http://www.eia.doe.gov/oog/info/wohdp/diesel.asp
***High Demand Products:**	High Demand Products have longer than normal lead times. In order to schedule these products, we will require a signed quote as well as a desired delivery schedule and any applicable stockpile location information. Once we receive your signed quote, you will receive an email requesting this additional information. Once all of your project information has been received, your order will be scheduled and you will receive a confirmation email. For additional information, please visit www.capitolaggregates.com/s/Products-High-Demand-Products.

Thank you for the opportunity to provide you pricing for this work.

Lee Scheel
Sales
(210) 871-6145 (office)
(210) 445-3589 (mobile)

ADDITIONAL TERMS AND CONDITIONS

1. This Quote will be valid until ***Wednesday March 31, 2021***. This Quote shall be deemed accepted by Customer when signed or when Material is delivered to Customer. If the Quote is not accepted by 3/31/2021, the Quote will not be valid and a new quote must be reissued.
2. The prices shown are based upon the customary production and delivery practices of Capitol, including delivery during normal business hours. For deliveries outside of normal business hours, an operating charge of $125 per hour, minimum of 4 hours, can be assessed by Capitol, which will be in addition to any other costs incurred. Current operation hours can be viewed at http://www.capitolaggregates.com/s/Locations.
3. So long as the creditworthiness of the Customer is approved by Capitol, and or is approved for the project, Capitol will invoice the Customer regularly for the Material delivered hereunder. Payment will be due 30 days following the date of the invoice. Failure of make payments as required may result in the cessation of deliveries and interest charges not to exceed the highest rate allowed by law.
4. Taxes and fuel surcharges are NOT shown on this Quote but will be added to each invoice as applicable. If purchases by the Customer for the project are tax exempt, a valid tax exemption certificate or other appropriate documentation must be provided to Capitol before deliveries are made indicating that sales taxes do not apply, and Customer is responsible for the accuracy of the same.
5. All sales will be F.O.B. at the Capitol facility named above with the Customer being solely responsible for arranging and paying for all aspects of transporting the Material from the Capitol facility to its destination, unless otherwise specified. Under no circumstances shall Capitol be responsible for the acts, omissions or failures of any transportation provider.
6. Any delivered pricing is provided as a convenience to the customer and Capitol does not guarantee any pricing related to transportation services, unless otherwise specified in the Quote above. Any changes in transportation charges will be passed along to the Customer.
7. Capitol will not be liable for acts or omissions of any transportation service providers, nor for delays in the production or delivery of Materials arising from events or conditions beyond Capitol's reasonable control, including without limit weather, equipment failures, inventory shortages, failures in rail or truck transportation, acts of God, acts of government, changes in laws, and public or private threats.
8. The Material will, at the time of shipment have good title and meet Capitol's specifications as set forth on the face of this Quote or will, as Customer's sole remedy, be replaced with conforming Material, but otherwise is sold WITHOUT ANY REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES AS TO MOISTURE CONTENT, MERCHANTALBILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CAPITOL SHALL NOT BE LIABLE FOR THE SAME. CAPITOL WILL LIKEWISE NOT BE LIABLE FOR THE EFFECTS OF COMBINING THE MATERIAL WITH OTHER PRODUCTS FOLLOWING DELIVERY INCLUDING WITHOUT LIMITATION ALKALI-SILICA REACTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL SPECIFICATIONS FOR MATERIAL COMBINATIONS ARE SAFE AND SUITABLE FOR ITS INTENDED PURPOSE. CAPITOL SHALL HAVE NO OBLIGATION TO INDEMNIFY CUSTOMER.
9. Customer will provide, as required by law, all information and warnings contained in the applicable Material Safety Data Sheets, MSHA and OSHA standards.
10. This Quote, of which these Additional Terms and Conditions are a part, represents the entire agreement between Capitol and the Customer regarding the sale of the Material and may not be altered in any way other than by written document executed by both parties, clearly identified as an amendment hereto, and may be accepted by written signature, any request by Customer for Material, or receipt of delivery of any Material. No other terms and conditions submitted by Customer shall be binding on Capitol related to the Material, whether dated before, on or after the date hereof, including without limit any document to which this Quote is attached and Capitol's signature on the same shall serve only as an agreement to provide Material under these terms and conditions and as a formality to facilitate payment by Customer. The terms of this Quote supersede conflicting terms of any document previously or hereafter issued by Customer, whether or not Customer's document is signed by Capitol.
11. **LIMIT OF LIABILITY/WAIVER OF CONSEQUENTIAL DAMAGES.** THE MAXIMUM LIABILITY TO OF CAPITOL TO BUYER RELATED TO THIS QUOTE AND OR ANY PROVISION OF MATERIAL BY CAPITOL TO BUYER SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED $48.00. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTIAL, PUNITIVE AND EXEMPLARY DAMAGES. THE TERMS OF THIS PROVISION APPLY WHETHER OR NOT THE DAMAGES ARE FORSEEABLE, REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE, WHETHER THEY ARISE FROM THE BREACH, NEGLIGENCE OR STRICT LIABILTIY OF CAPITOL OR ANY OTHER CAUSE, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS QUOTE OR ANY OTHER DOCUMENT.
12. All disputes between the parties and related appeals shall be resolved exclusively (i) in the state courts in Bexar County Texas, where this Quote is made and performable and where the parties consent to jurisdiction (ii) by bench trial without a jury AND (iii) in accordance with the laws of the State of Texas, regardless of any choice of law rules and regardless of the job location. Reasonable attorneys' fees and costs may be awarded to only the party who is awarded all relief requested, and no relief may be awarded which is prohibited by the terms in this Material Quote.

ACCEPTED BY:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CAPITOL AGGREGATES, INC:

BY: Lee D Scheel

NAME: Lee D. Scheel

TITLE: Aggregate Sales Director

DATE: 3/8/21

Quote Number: CA21-018666

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

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

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

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

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

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

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor

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

ACCEPTED BY:

CAPITOL AGGREGATES	WILLIAMSON COUNTY
By: Lee D Scheel	By:
Printed Name: Lee D. Scheel	Printed Name:
Title: Aggregate Sales Director	Title:
Date: 3/8/21	Date:

Commissioners Court - Regular Session **22.**

Meeting Date: 03/23/2021

Alliance 2576 On Call Contract Amendment 1 Rates

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for Road & Bridge On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 1 is to update the rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 2576 On Call Contract Amendment 1 Rates

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/17/2021 04:16 PM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:09 AM
Form Started By: Vicky Edwards		Started On: 03/17/2021 12:56 PM
Final Approval Date: 03/18/2021		

CONTRACT AMENDMENT NO. __1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. _1___ to Williamson County Contract for Engineering Services ("Amendment No. __1__") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 10, 2020, wherein Engineer agreed to perform certain professional engineering services in connection with the Road & Bridge On Call Traffic Engineering Services ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit ___D___ - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Contract, County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. ___1___

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. __1__, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
Alliance Transportation Group, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Clinton Jumper, P.E., PTOE	Printed Name: _Bill Gravell, Jr.____
Title: Vice President	Title: __County Judge_____
Date: March 17, 2021	Date: _____ ____, 2021

Attachment 1

Please see next page.

Alliance Transportation Group		
Labor Classification	**Labor Rate**	**1.016 CPI Adjustment**
Project Principal	$ 290	$ 294
Senior Project Manager	$ 274	$ 278
Project Manager	$ 248	$ 252
Senior Engineer	$ 215	$ 218
Project Engineer	$ 194	$ 197
Traffic Engineer	$ 162	$ 165
Engineer-in-Training	$ 125	$ 127
Senior Engineering Technician	$ 145	$ 147
Engineering Technician	$ 105	$ 107
Jr Engineering Technician	$ 65	$ 66
Project Administrator	$ 110	$ 112
Clerical	$ 86	$ 87
Planner I/II	$ 105	$ 107
Planner III	$ 135	$ 137
Travel Demand Modeler I/II	$ 140	$ 142
Travel Demand Modeler III	$ 180	$ 183
Sr Travel Demand Modeler/Planner	$ 213	$ 216

Commissioners Court - Regular Session **23.**

Meeting Date: 03/23/2021

Final plat for the Cher Acres subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Cher Acres subdivision – Precinct 3.

Background

This subdivision consists of 1 commercial lot and no new public roads.

Timeline

2021-01-13 – initial submittal of the final plat
2021-02-21 – 1st review complete with comments
2021-03-01 – 2nd submittal of final plat
2021-03-11 – 2nd review complete with minor comments
2021-03-16 – 3rd submittal of final plat
2021-03-16 – 3rd review complete with comments cleared
2021-03-18 – receipt of final plat with signatures
2021-03-18 – final plat placed on the March 23, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

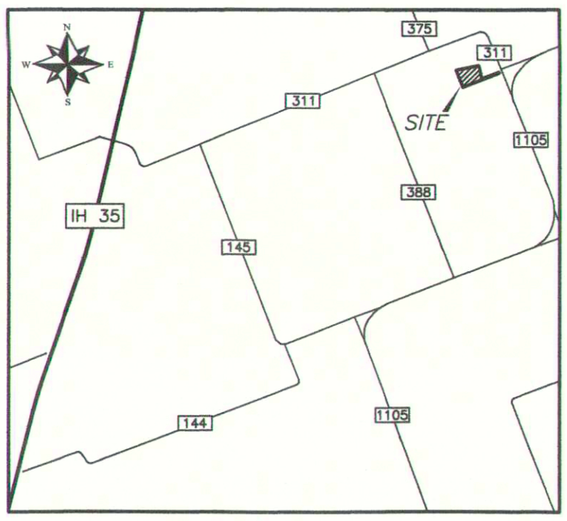
Attachments

Final Plat - Cher Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 12:00 PM
Form Started By: Adam Boatright		Started On: 03/18/2021 11:32 AM
Final Approval Date: 03/18/2021		

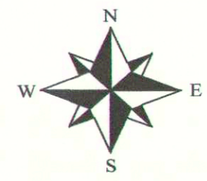
FINAL PLAT OF
CHER ACRES



LOCATION MAP
(NOT TO SCALE)

LEGEND

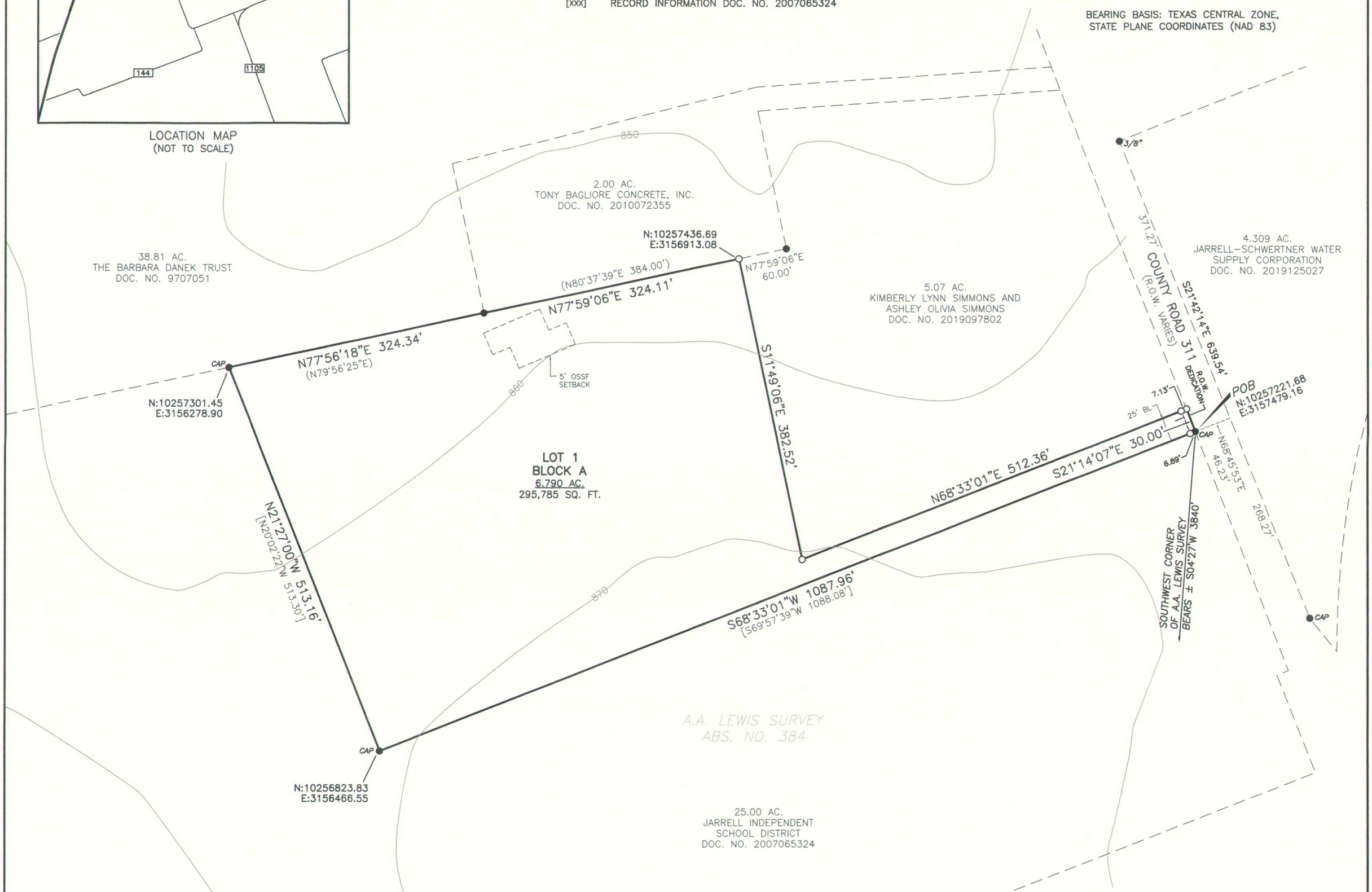
●	1/2" IRON ROD FOUND (UNLESS NOTED)
CAP●	IRON ROD WITH CAP FOUND
○	IRON ROD WITH G&R CAP SET
(XXX)	RECORD INFORMATION DOC. NO. 9534184
[XXX]	RECORD INFORMATION DOC. NO. 2007065324



1"=100'

0 50 100 200 400

BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)



METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 6.790 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, BEING A PORTION OF THAT CERTAIN 35.387 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO FRED ALLAN GOTTSCHALK UNDER DOCUMENT NO. 9534184, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.790 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH CAP FOUND IN THE WESTERLY MARGIN OF COUNTY ROAD 311 (R.O.W. VARIES), SAME BEING THE EASTERLY LINE OF SAID 35.387 ACRE TRACT, AT THE NORTHEASTERLY CORNER OF A 25.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JARRELL INDEPENDENT SCHOOL DISTRICT UNDER DOCUMENT NO. 2007065324, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 35.387 ACRE TRACT, WITH THE NORTHERLY LINE OF SAID 25.00 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. S68°33'01"W, A DISTANCE OF 1087.96 FEET TO AN IRON ROD WITH CAP FOUND FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

2. N21°27'00"W, A DISTANCE OF 513.16 FEET TO AN IRON ROD WITH CAP FOUND IN THE SOUTHERLY LINE OF A 38.81 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO THE BARBARA DANEK TRUST UNDER DOCUMENT NO. 9707051, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHERLY LINE OF SAID 35.387 ACRE TRACT, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHERLY LINE OF SAID 35.387 ACRE TRACT, SAME BEING IN PART THE SOUTHERLY LINE OF SAID 38.81 ACRE TRACT AND IN PART THE SOUTHERLY LINE OF A 2.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TONY BAGLIORE CONCRETE, INC. UNDER DOCUMENT NO. 2010072355, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING TWO (2) COURSES:

1. N77°56'18"E, A DISTANCE OF 324.34 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON SOUTHERLY CORNER OF SAID 35.387 ACRE TRACT AND SAID 2.00 ACRE TRACT;

2. N77°59'06"E, A DISTANCE OF 324.11 FEET TO AN IRON ROD WITH G&R CAP SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE NORTHERLY LINE OF SAID 35.387 ACRE TRACT, AT THE COMMON SOUTHERLY CORNER OF SAID 2.00 ACRE TRACT AND A 1.53 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO FRED A. GOTTSCHALK, ET UX, IN VOLUME 2039, PAGE 262, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS N77°59'06"E, A DISTANCE OF 60.00 FEET;

THENCE OVER AND ACROSS SAID 35.387 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. S11°49'06"E, A DISTANCE OF 382.52 FEET TO AN IRON ROD WITH G&R CAP SET;

2. N68°33'01"E, A DISTANCE OF 512.36 FEET TO AN IRON ROD WITH G&R CAP SET IN THE WESTERLY MARGIN OF SAID COUNTY ROAD 311 AND THE EASTERLY LINE OF SAID 35.387 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT THE APPARENT NORTHEASTERLY CORNER OF SAID 35.387 ACRE TRACT, BEARS N21°14'07"W, A DISTANCE OF 262.05 FEET AND FROM WHICH SAID NORTHEASTERLY CORNER OF THE 35.387 ACRE TRACT, A 1/2" IRON ROD FOUND AT THE APPARENT SOUTHEASTERLY CORNER OF SAID 1.53 ACRE TRACT, BEARS S06°26'36"E, A DISTANCE OF 10.97 FEET

THENCE S21°14'07"E, WITH THE WESTERLY MARGIN OF SAID COUNTY ROAD 311 AND THE EASTERLY LINE OF SAID 35.387 ACRE TRACT A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 6.790 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: TEXAS CENTRAL ZONE STATE PLANE COORDINATES.
ALL COORDINATES AND DISTANCES SHOWN HEREON ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

SUBMITTAL DATE: JANUARY 13, 2021
TOTAL AREA OF THIS PLAT: 6.790 ACRES
TOTAL NUMBER OF LOTS: 1
RESIDENTIAL: 0
NON-RESIDENTIAL: 1

LINEAR FEET OF NEW STREETS: NONE

OWNER AND DEVELOPER: CHERCO INVESTMENTS, LLC
NAME: BLAKE HENDERSON
ADDRESS: 12609 RANCH ROAD 620
CITY, STATE ZIP: AUSTIN, TX 78717
PHONE NO.: 512 567-5321
E-MAIL ADRESS: blakehenderson98@gmail.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
512-267-7430 FAX: 512-836-8385
pmclaughlin@grsurveying.com

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

FINAL PLAT OF
CHER ACRES

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, CHERCO INVESTMENTS, LLC – SERIES 106, A SEPARATE SERIES OF CHERCO INVESTMENTS, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020057742 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 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 CHER ACRES.

3/16/21

BLAKE HENDERSON FOR CHERCO INVESTMENTS, LLC — DATE:
12609 RANCH ROAD 620
AUSTIN, TX 78717
512 567-5321

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BLAKE HENDERSON, 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 16th DAY OF March, 2021.

Heather Kendrick
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 8/7/2024

HEATHER DAWN KENDRICK
Notary Public, State of Texas
Comm. Expires 08-07-2024
Notary ID 10866761

PLAT NOTES

1. 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.

2. THIS PROPERTY LIES WITHIN ZONE X, "AREA OF MINIMAL FLOOD HAZARD" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0150F, EFFECTIVE DECEMBER 20, 2019.

3. 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.

4. 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.

5. 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.

6. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

7. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

8. 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. 48491C0150F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

9. 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.

10. 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 CONDTIONS.

11. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3.

12. LOT 1 MAY NOT BE FURTHER SUBDIVIDED.

13. THERE IS AN EXISTING DRIVEWAY WITH AN EXISTING CULVERT AND NO NEW DRIVEWAYS ARE PROPOSED WITHIN THIS PLAT.

14. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

15. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

16. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORPORATION. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. McLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

PHILLIP L. MCLAUGHLIN — 03-11-21
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300

STATE OF TEXAS REGISTERED PHILLIP L. McLAUGHLIN 5300 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAVID URBAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48491C0150F, EFFECTIVE DECEMBER 20, 2019, UNLESS CONTAINED WITHIN DRAINAGE EASEMENTS SHOWN HEREON. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

3-15-21

DAVID URBAN, P.E. — DATE:
STATE OF TEXAS NO. 82783
2P CONSULTANTS
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TX 78664
512-344-9664

STATE OF TEXAS DAVID O. URBAN 82783 LICENSED PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17 DAY OF March 2021 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

FOR Adam D. Boatright — March 18, 2021

J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN 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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT_____O'CLOCK__M., AND

DULY RECORDED ON THE _____ DAY OF _____. 20____, A.D. AT _____O'CLOCK

__M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY

OF _____, 20____, A.D.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY_____
DEPUTY

C&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session **24.**

Meeting Date: 03/23/2021

Final plat for the Sunset Ridge 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 Sunset Ridge subdivision – Precinct 2.

Background

This subdivision consists of 3 single family lots and no new public roads.

Timeline

2020-10-20 – initial submittal of the final plat
2020-11-19 – 1st review complete with comments
2020-12-22 – 2nd submittal of final plat
2021-01-06 – 2nd review complete with comments
2021-01-14 – 3rd submittal of final plat
2021-01-28 – 3rd review complete with comments
2021-01-29 – 4th submittal of final plat
2021-02-08 – 4th review complete with minor comments
2021-02-11 – 5th submittal of final plat
2021-02-26 – 5th review complete with comments cleared
2021-03-18 – final plat received with signatures
2021-03-18 – final plat placed on the March 23, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

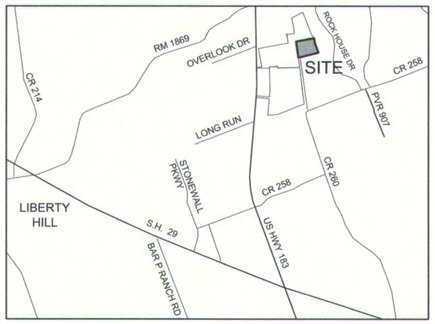
Final Plat - Sunset Ridge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:57 AM
Form Started By: Adam Boatright		Started On: 03/18/2021 11:37 AM
Final Approval Date: 03/18/2021		

FINAL PLAT OF
SUNSET RIDGE

A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL PRIVATE SUBDIVISION,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

SUBMITTAL DATE: SEPTEMBER, 2020

ADDRESS: 550 SUNSET RIDGE DR (LOT 1),
530 SUNSET RIDGE DR (LOT 2),
450 SUNSET RIDGE DR (LOT 3),
LIBERTY HILL, TEXAS

COUNTY COMMISSIONERS COURT REVIEW DATE: September 1, 2020

OWNER: SOMERSET PARTNERS, LP
512 W. MLK BLVD. #307
AUSTIN, TEXAS 78701
PHONE: (512) 751-0210
EMAIL: gens@peoplepc.com

SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: tehaynie@haynieconsulting.com

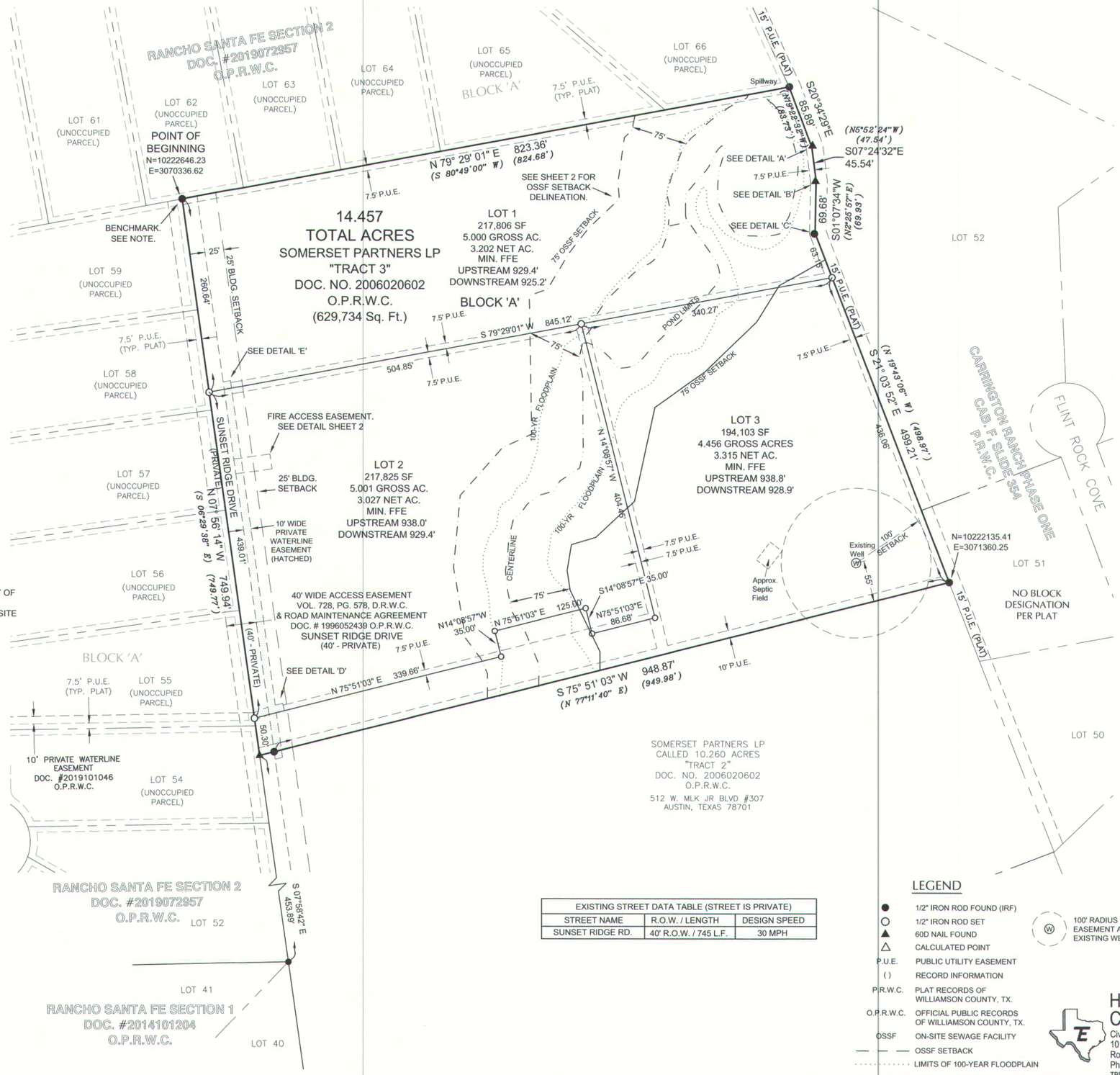
ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
EMAIL: thaynie@haynieconsulting.com

1. SURVEY: B. MANLOVE, ABSTRACT NO. 417
2. TOTAL ACRES: 14.457 ACRES
3. NUMBER OF LOTS: 3 LOTS
4. NUMBER OF BLOCKS: 1
5. AREA OF SMALLEST LOT: 4.457 ACRES
6. PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
7. MAX. IMPERVIOUS COVER PER LOT: 20% PER LOT
8. THIS PROPERTY DOES NOT REQUIRE STORM WATER DETENTION.
9. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
10. ALL ON-SITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WATER WELL (LOT 3) PER COUNTY AND TCEQ REGULATIONS.
11. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN WESTERN DISTRICT.
12. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

BENCHMARK NOTE:
A 1/2 INCH IRON ROD CAPPED "HAYNIE CONSULTING" FOUND AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION, BEING THE NORTHEAST CORNER OF LOT 59 OF RANCHO SANTA FE SECTION 2. ELEV. = 976.81'.

NOTES:

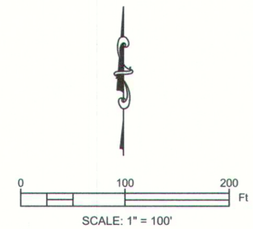
1. BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS.
2. DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985609.
3. THIS SURVEY IS ACCOMPANIED BY AND MADE A PART OF A NARRATIVE METES AND BOUNDS DESCRIPTION.
5. PARENTHETICAL BEARINGS AND DISTANCES INDICATE PARENT TRACT RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED.

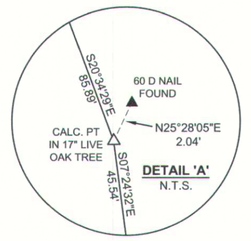


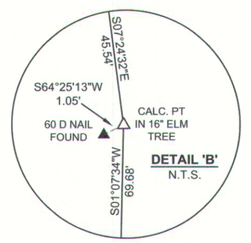
EXISTING STREET DATA TABLE (STREET IS PRIVATE)		
STREET NAME	R.O.W. / LENGTH	DESIGN SPEED
SUNSET RIDGE RD.	40' R.O.W. / 745 L.F.	30 MPH

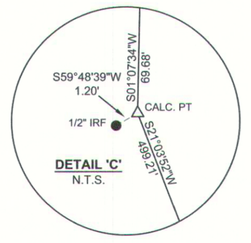
LEGEND

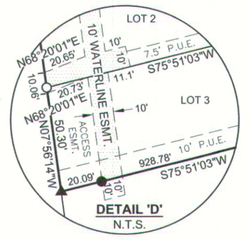
- ● 1/2" IRON ROD FOUND (IRF)
- ○ 1/2" IRON ROD SET
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- ( ) RECORD INFORMATION
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TX.
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX.
- OSSF ON-SITE SEWAGE FACILITY
- — — — OSSF SETBACK
- . . . . . LIMITS OF 100-YEAR FLOODPLAIN
- — — — STREAM CENTERLINE OR POND LIMITS
- Ⓦ 100' RADIUS SANITARY EASEMENT AROUND EXISTING WELL

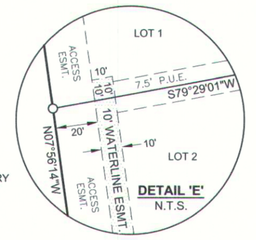












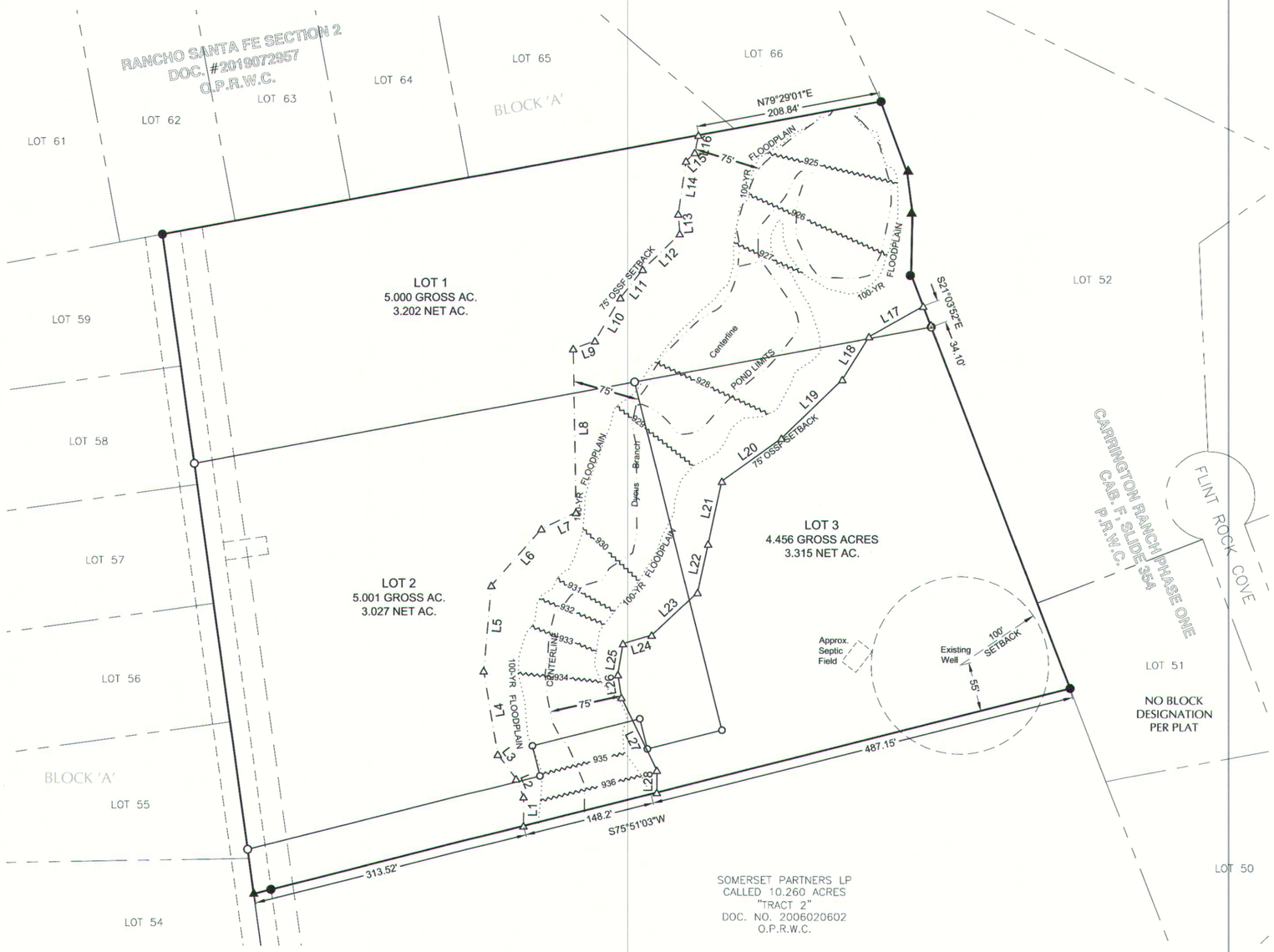
HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

DRAWN BY: KS
CHECKED BY: PY, BJ
PROJ. #: 800-19-02

PLOTTED BY: BBevington
PLOT TIME: Feb 19, 2021 - 2:56pm
DRAWING: X:\800 Anthony Jaggard\800-19-02 Sunset Ridge Plat\Survey Project Folder\Drawings\800-19-02 SunsetRidge Final Plat.dwg

FINAL PLAT OF
SUNSET RIDGE

A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL PRIVATE SUBDIVISION,
OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS



LEGEND

- ● 1/2" IRON ROD FOUND (IRF)
- ○ 1/2" IRON ROD SET
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TX.
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX.
- OSSF ON-SITE SEWAGE FACILITY
- BASE FLOOD ELEVATION (BFE)
- — — — OSSF SETBACK
- ..... LIMITS OF 100-YEAR FLOODPLAIN
- — — — STREAM CENTERLINE OR POND LIMITS

0 100 200 Ft

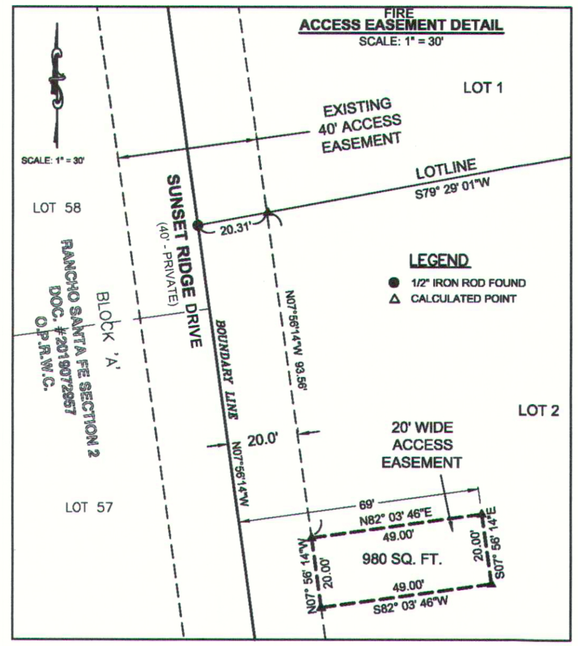
SCALE: 1" = 100'

Line Table		
Line #	Length	Direction
L1	32.71'	N00° 14' 02"E
L2	21.95'	N22° 51' 36"W
L3	34.59'	N37° 09' 21"W
L4	95.35'	N09° 34' 36"W
L5	96.62'	N05° 04' 31"E
L6	85.42'	N41° 27' 11"E
L7	43.02'	N64° 39' 01"E
L8	184.44'	N01° 01' 45"W
L9	26.05'	N70° 20' 29"E
L10	56.36'	N30° 29' 44"E
L11	40.88'	N38° 11' 17"E
L12	58.03'	N45° 59' 36"E
L13	22.24'	N04° 32' 44"W
L14	60.14'	N08° 17' 21"E
L15	13.74'	N45° 21' 53"E
L16	20.09'	N12° 14' 29"E

Line Table		
Line #	Length	Direction
L17	70.42'	S60° 37' 19"W
L18	56.97'	S31° 53' 38"W
L19	95.35'	S45° 57' 17"W
L20	82.62'	S54° 27' 37"W
L21	72.56'	S12° 14' 43"W
L22	55.97'	S12° 14' 25"W
L23	70.62'	S47° 03' 04"W
L24	33.78'	S73° 36' 01"W
L25	35.08'	S09° 26' 15"W
L26	26.52'	S08° 57' 10"E
L27	91.18'	S26° 00' 20"E
L28	24.85'	S00° 10' 06"W

FLOOD ZONE NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE 100-YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 800-18-01-DRN.DOC, PREPARED BY HCI, INC ON JANUARY 14, 2021. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE WAY SHOWN ON THIS PLAT.



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

DRAWN BY: KS
CHECKED BY: PY, BJ
PROJ. #: 800-19-02

PLOTTED BY: BBrewington
PLOTTING: Feb 11, 2021 - 12:17pm
DRAWING: X:\800 Attorney Jaggar\800-19-02 Sunset Ridge Plat\Survey Project Folder\Drawings\800-19-02 SunsetRidge Final Plat.dwg

FINAL PLAT OF
SUNSET RIDGE

A 14.457 ACRE SINGLE-FAMILY RESIDENTIAL PRIVATE SUBDIVISION, OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, A.S. EVANS, PRESIDENT RADSTOCK, GENERAL PARTNER WITH SOMERSET PARTNERS, LP, AS SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006020602 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 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 **"SUNSET RIDGE"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23rd DAY OF February, 20 21.

A.S. EVANS, PRESIDENT RADSTOCK, GENERAL PARTNER WITH SOMERSET PARTNERS, LP
512 W. MLK BLVD #307
AUSTIN, TEXAS 78701

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23rd DAY OF February, 20 21 AD, BY A.S. EVANS, AUTHORIZED SIGNER FOR SOMERSET PARTNERS, LTD, ON BEHALF OF SAID SOMERSET PARTNERS, LP.

NOTARY PUBLIC, STATE OF TEXAS

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

PRINTED NAME: Carrie E Rampy

MY COMMISSION EXPIRES: December 3, 2022

PLAT NOTES

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED EXCEPT WHERE A TEN FOOT (10') P.U.E. SHALL ABUT THE SOUTH LOT LINES OF LOT 2 AND LOT 3 IS HEREBY DEDICATED.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
4. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN 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.
5. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
6. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 1, 2 AND 3 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, INC., DATED JANUARY 14, 2021.
7. 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.
8. 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.
9. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26 , 2008 FOR WILLIAMSON COUNTY, TEXAS. THE 100-YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 800-18-01-DRN.DOC, PREPARED BY HCI, INC ON JANUARY 14, 2021. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE WAY SHOWN ON THIS PLAT.
10. LOTS 1, 2 AND 3 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
11. SUNSET RIDGE ROAD IS AN EXISTING PRIVATE EASEMENT AND THEREFORE IS NOT MAINTAINED BY WILLIAMSON COUNTY.
12. NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS THERE IS DIRECT ACCESS TO A PUBLIC OR PRIVATE ROAD CONSTRUCTED TO COUNTY STANDARDS.
13. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
14. 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.
15. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS , THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY STUDY PREPARED BY HAYNIE CONSULTING, INC., DATED JANUARY 14, 2021.
17. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% IMPERVIOUS COVER PER LOT.
18. IMPROVEMENTS WITHIN THE COUNTY 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 PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
6. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN FOR LOTS 1 AND 2. LOT 3 WATER SERVICE IS PROVIDED BY AN EXISTING WELL.
7. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
8. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
9. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

METES AND BOUNDS DESCRIPTION

BEING A 14.457 ACRE (629,734 SQ. FT.) TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO SOMERSET PARTNERS, LTD. AS "TRACT 3", AS RECORDED IN DOCUMENT NUMBER 2006020602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.). SAID 14.457 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS; (BEARINGS OF LINES REFER TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (CENTRAL ZONE) AS COMPUTED FROM GPS VECTORS; DISTANCES EXPRESSED IN U.S. SURVEY FEET SCALED TO SURFACE USING AN AVERAGE COMBINED SCALE FACTOR OF 0.99985609; PARENTHETICAL BEARINGS AND DISTANCES REFER TO RECORD INFORMATION WHERE IT DIFFERS FROM MEASURED):

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found at the Northeast corner of Lot 59, Block 'A', "Rancho Santa Fe Section 2", a subdivision recorded in Document No. 2019072957, O.P.R.W.C., also being a point in the South line of Lot 62, Block 'A' of said subdivision, for the Northwest corner and **POINT OF BEGINNING** of this tract;

THENCE, North 79 degrees 29 minutes 01 seconds East, (S 80°49'00" W), with a Southerly boundary line of said "Rancho Santa Fe Section 2", a distance of 823.36, (824.68), feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found in the West line of Lot 52, of "The Carrington Ranch Phase 1", a subdivision recorded in Cabinet F, Slide 354 of the Plat Records of Williamson County, Texas (P.R.W.C.) for the Southeast corner of Lot 66, Block 'A' of said "Rancho Santa Fe Section 2", and for the Northeast corner of this tract;

THENCE, with Westerly boundary lines of said "The Carrington Ranch Phase 1", the following four (4) courses and distances:

1. South 20 degrees 34 minutes 29 seconds East, (N 19°22'32" W), a distance of 85.89, (83.73), feet to a calculated point in a 17 inch Live Oak tree, from which a 60D nail found bears N 25°28'05" E, a distance of 2.04 feet;
2. South 07 degrees 24 minutes 32 seconds East, (N 05°52'24" W), a distance of 45.54, (47.54) feet to a calculated point in a 16 inch Elm tree, from which a 60D nail found bears S 64°25'13" W, a distance of 1.05 feet;
3. South 01 degrees 07 minutes 34 seconds West, (N 02°25'57" E), a distance of 69.68, (69.93), feet to a calculated point from which a 1/2-inch iron rod found bears S 59°48'39" W, a distance of 1.20 feet;
4. South 21 degrees 03 minutes 52 seconds East, (N 19°43'06" W), a distance of 499.21, (498.97), feet to a 1/2-inch iron rod found in the west line of Lot 51 of said "The Carrington Ranch Phase 1", being the Northeast corner of a called 10.260 acre tract ("Tract 2") conveyed to Somerset Partners, LTD, as recorded in Document No. 2006020602, O.P.R.W.C. for the Southeast corner of this tract;

THENCE, South 75 degrees 51 minutes 03 seconds West, (N 77°11'40" E), with the North line of said called 10.260 acre tract ("Tract 2"), being the South line of this tract, passing at a distance of 928.78 feet a 1/2-inch iron rod found in the Easterly line of a 40 feet wide Access Easement described in Volume 728, Page 578, Deed Records of Williamson County, Texas (D.R.W.C.), in all a total distance of 948.87, (949.98), feet to a 60D nail found the East line of Lot 54, Block 'A' of said "Rancho Santa Fe Section 2", also being the Northwest corner of said called 10.260 acre tract ("Tract 2") for the Southwest corner of this tract;

THENCE, North 07 degrees 56 minutes 14 seconds West, (S 06°29'38" E), with the East line of said "Rancho Santa Fe Section 2", being the West line of this tract, a distance of 749.94, (749.77), feet to the **POINT OF BEGINNING** and containing a computed area of 14.457 acres, (629,734 sq. ft.), of land.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

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

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. 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 WITH IT.

FOR J. TERRON EVERTSON, PE, DR, CFM
WILLIAMSON COUNTY ENGINEER

March 18, 2021
DATE

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

I, TIM HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE 100-YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 800-18-01-DRN.DOC, PREPARED BY HCI, INC ON NOVEMBER 30, 2020. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE WAY SHOWN ON THIS PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TIM HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 91819 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
TIM HAYNIE
91819

26-FEB-2021
DATE

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISIONS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

TIMOTHY E. HAYNIE
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

02-23-2021
DATE

ROAD NAME (N/A) AND 911 ADDRESSING APPROVAL

ROAD NAME (N/A) AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 3rd DAY OF March 2021 A.D.

PRINTED NAME: Cindy Bridges
AUTHORIZED ADDRESS COORDINATOR
WILLIAMSON COUNTY, TEXAS

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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

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 _____, 20____ A.D., AT _____ O'CLOCK ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

DRAWN BY: KS
CHECKED BY: PY, BJ
PROJ. #: 800-19-02

PLOTTED BY: kstockton
PLOT TIME: Feb 26, 2021 - 9:07am
DRAWING X:\800 Anthony Jaggard\800-19-02 Sunset Ridge Plat\Survey Project Folder\Drawings\800-19-02 SunsetRidge Final Plat.dwg

Commissioners Court - Regular Session **25.**

Meeting Date: 03/23/2021

Final plat for the Realm of the Lizard King 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 Realm of the Lizard King subdivision – Precinct 2.

Background

This subdivision consists of 3 new lots and no new public roads.

Timeline

2019-05-17 – initial submittal of the final plat
2019-06-10 – 1st review complete with comments
2019-12-12 – 2nd submittal of final plat
2019-12-19 – 2nd review complete with comments
2021-01-20 – 3rd submittal of final plat
2021-01-27 – 3rd review complete with comments
2021-02-02 – 4th submittal of final plat
2021-02-05 – 4th review complete with comments clear
2021-03-16 – receipt of final plat with signatures
2021-03-18 – final plat placed on March 23, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Realm of the Lizard King

Form Review

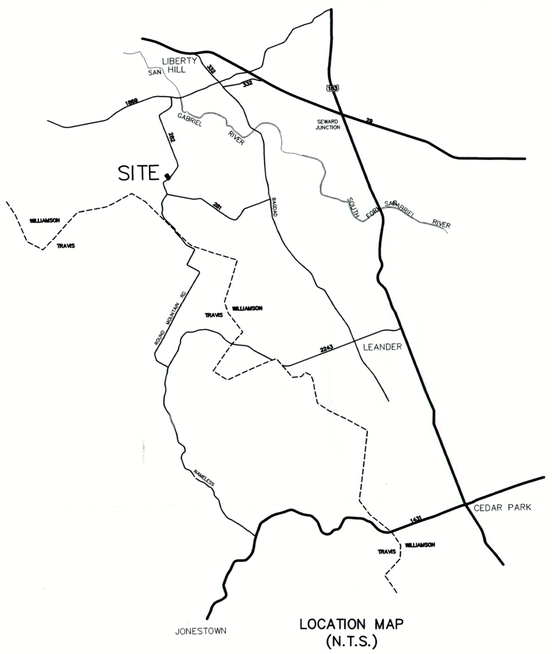
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:56 AM
Form Started By: Adam Boatright		Started On: 03/18/2021 11:45 AM
Final Approval Date: 03/18/2021		

Final Plat of

Realm of the Lizard King

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

8.65 ACRES OF LAND SITUATED IN THE J.D. RUSSELL SURVEY, ABSTRACT NO. 518 AND THE JNO. P. KIMBALL SURVEY, ABSTRACT NO. 372, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE 18.58 ACRE TRACT RECORDED IN DOCUMENT No. 2002013936 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
(N.T.S.)

Tad Whitten
9755818
2009064544
33.03/5.13 Ac.

N71°31'11"E
173.00'

N70°06'36"E
241.16'

N72°07'00"E
163.61'

100' Sanitary Well Easement

S12°20'32"E
255.23'

Lot 3
2.883 Acres

N70°55'16"E
339.64'

CALLED
18.58 AC

100' Sanitary Well Easement

S12°20'32"E
343.88'

Lot 2
2.883 Acres

10.00 Ac.
Remainder Tract

THE "FLAG" AREA OF LOTS 2 AND 3 IS HEREBY DEDICATED AS A JOINT USE ACCESS EASEMENT.

8.65 Ac

N70°55'16"E
262.38'

100' Sanitary Well Easement

Robert & Linda Mitchell
2002013936
18.65 Ac.
(called 18.58 Ac.)

N20°14'17"W
1195.54'

Claude Starling
708/131
33.79 Ac.

N20°14'17"W
934.49'

Lot 1
2.883 Acres

N12°20'32"W
541.87'

THE "FLAG" AREA OF LOTS 2 AND 3 IS HEREBY DEDICATED AS A JOINT USE ACCESS EASEMENT.

N20°14'17"W
585.39'

S52°57'43"E
99.72'

CR 282
(100' ROW)

25' Setback

S56°46'13"W
192.82'

354.86'

S33°00'25"E
98.85'

30.79'

30.79'

S55°57'51"W

0 50 100
SCALE 1"=100'

LEGEND
- ● IRON ROD FOUND
- ○ IRON ROD SET

STREET L.F.= 0
LOTS= 3
TOTAL ACREAGE= 8.65

OWNER:
Robert & Linda Mitchell
2150 CR 282
LIBERTY HILL, TX 78642
PH. 512-695-4780
Email: bobmitch@att.net

SURVEYOR:
STEVE WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP). COMMUNITY PANEL No. 48492C0275E EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

11 MAR 21
STEVEN W. WOMACK — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

STATE OF TEXAS
REGISTERED
STEVEN W. WOMACK
5025
PROFESSIONAL
LAND SURVEYOR

Texas Society of Professional Surveyors
MEMBER

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Final Plat of
Realm of the Lizard King
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 10/16/18
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 17-017
APPROVED BY: S.W.
PROJECT NO.: 17-017

SHEET 1 OF 2

FIELD NOTES

8.65 ACRES OF LAND SITUATED IN THE J.D. RUSSELL SURVEY, ABSTRACT NO. 518 AND THE JNO. P. KIMBALL SURVEY, ABSTRACT NO. 372, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE 18.65 (CALLED 18.58) ACRE TRACT RECORDED IN DOCUMENT No. 2002013936 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEGINNING at an iron rod found at the northeast corner of a 33.79 acre tract conveyed to Claude Starling by instrument of record in Volume 708, Page 131, being on the southerly line of a 38.16 acre tract conveyed to Tad Whitten by instruments of record in documents 9755818 and 2009064544, for the northwest corner and Point of Beginning of the herein described tract;

Thence N 72 deg 07 min 00 sec E 163.61 feet to an iron rod found and N 70 deg 06 min 36 sec E 241.16 feet to an iron rod found, for the northeast corner of the herein described tract;

Thence traversing across the said 18.58 acre tract S 12 deg 20 min 32 sec E 1140.98 feet to an iron set on the westerly right-of-way of County Road 282, for the southeast corner of the herein described tract;

Thence S 56 deg 46 min 13 sec W 254.40 feet to an iron rod at the southeast corner of the said 33.79 acre tract, for the southwest corner of the herein described tract;

Thence N 20 deg 14 min 17 sec W 1195.54 feet to Point of Beginning, and containing 8.65 Acres of land, more of less.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT. 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.
7. THIS PLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE DEED RESTRICTONS RECORDED IN DOCUMENT NO. 2021008556 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
8. WATER SERVICE WILL BE PROVIDED BY INDIVIDUAL PRIVATE WELLS.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
10. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.
11. EXISTING SLOPES ARE 0% – 15%.
12. THERE ARE NO DRAINWAYS OR WATERCOURSES ON THIS PROPERTY.
13. THE PROPERTY HAS POSITIVE DRAINAGE.
14. LOTS 2 AND 3 MAY NOT BE FURTHER SUBDIVIDED.
15. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH A TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
16. THE "FLAG" AREA OF LOTS 2 AND 3 IS HEREBY DEDICATED AS A JOINT USE ACCESS EASEMENT.
17. THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW. AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"X15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE. DRIVEWAY DRAINAGE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER. CERTIFICATION OF A REGISTERED PROFESSIONAL ENGINEER AS TO THE SIZE OF THE DRIVEWAY DRAINAGE PIPES FOR EACH LOT/DRIVEWAY IN A SUBDIVISION SHALL BE SHOWN ON THE PLAT. SIZE (18" MIN) (12" PER GTCSS), LENGTH (22' MIN) AND INVERT ELEVATIONS OF DRIVEWAY CULVERTS MUST BE SHOWN FOR EACH LOT IN A TABLE ON THE PLAT AND IN ALL DEED RESTRICTIONS. LARGER OR LONGER DRAINPIPES SHALL BE INSTALLED IF NECESSARY, TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%. CULVERTS SHALL INCLUDE A SAFETY END TREATMENT.
18. 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.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
21. 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.
22. 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.

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

That we, Robert Mitchell and Linda Mitchell, being the sole owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2002013936 of the Official 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 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 "REALM OF THE LIZARD KING".

TO CERTIFY WHICH, WITNESS by my hand this the 9th DAY OF February, 20 21 A.D.

BY: _____
ROBERT MITCHELL

BY: Linda Mitchell
LINDA MITCHELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT MITCHELL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 9 DAY OF Feb, 20 21, A.D.

Thomas Simmons
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THOMAS SIMMONS
Notary Public, State of Texas
Comm. Expires 01-07-2023
Notary ID 131844272

Thomas Simmons MY COMMISSION EXPIRES ON 01-07-2023
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 9 DAY OF Feb, 20 21 A.D.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LINDA MITCHELL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 9 DAY OF Feb, 20 21, A.D.

Thomas Simmons
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Thomas Simmons MY COMMISSION EXPIRES ON 01-07-2023
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 9 DAY OF Feb, 20 21 A.D.

THOMAS SIMMONS
Notary Public, State of Texas
Comm. Expires 01-07-2023
Notary ID 131844272

OSSF

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

Adam D. Boatright February 11, 2021
FOR J. Terron Evertson, PE, DR, CFM Adam D. Boatright Date
County Engineer

Addressing

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10 DAY OF February, 20 21 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

THE STATE OF TEXAS
THE 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 WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "REALM OF THE LIZARD KING", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID 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

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF 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 WAS DULY RECORDED ON THIS THE _____ DAY OF _____, 20 _____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDES _____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: _____
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Final Plat of Realm of the Lizard King

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 10/16/18
REVISED: DISK:
DRAWN BY: C.P.
FILE NAME: 17-017
APPROVED BY: S.W.
PROJECT NO.: 17-017

SHEET 2 OF 2

Commissioners Court - Regular Session **26.**

Meeting Date: 03/23/2021

HUD CAPER FY19

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant program's 2019 Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY19 Community Development Block Grant (CDBG) program. This report identifies the progress made regarding active and completed projects that have received Williamson County CDBG funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19 CAPER

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:22 AM
Form Started By: Sally Bardwell		Started On: 03/18/2021 10:13 AM
Final Approval Date: 03/18/2021		

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of $1,467,836 for Fiscal Year 2019 (October 1, 2019 through September 30, 2020). In accordance to the priorities identified and outlined in the County's Consolidated Plan, five social service projects, six public facilities projects, two home repair projects, and one land acquisition project were identified for FY19 allocations. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priorty in the Five-Year Consolidated Plan.

The County's Strategic Plan outlines the following as high priority projects.

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements. Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects. Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing. Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs. Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources. Continue to operate in compliance with protected class definitions found in federal regulations.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY19 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan. Project progress can be found in the attachment section of this document. See FY19 Funded Project Information and Previously Funded Project Information.

It is required that this report be available for review for a minimum of 5 days. The review period is March 18-March 22, 2021. No comments were received.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Rental Housing	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	174	0	0.00%	174	16	9.20%
Fair Housing Activities	Fair Housing Activities	CDBG: $	Other	Other	1	0	0.00%			
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	10	3	30.00%	2	2	100.00%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	125	16	12.80%	25	21	84.00%
Improve public facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40950	3489	8.52%	34380	3592	10.45%
Improve public facilities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	103		0	103	

Improve public infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	800	16	2.00%			
Planning and Administration	Administration and Planning	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	130	130.00%	20	27	135.00%
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	44	9.78%	90	48	53.33%
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Other	Other	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

All activities funded are identified as High Priority projects. Please see attached documents outlining projects funded and progress in 2019 (FY19 Funded Project Information and Previously Funded Project Information).

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	105
Black or African American	15
Asian	1
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	1
Total	**123**
Hispanic	56
Not Hispanic	67

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The numbers above represent racial and ethnic data for the following programs:

Bluebonnet Trails, Crisis Center, Interagency Support Council, Mobile Outreach Team, Key2Free, Georgetown Home Repair, Granger Housing Authority, Habitat Home Repair, Habitat for Humanity .

The chart does not reflect individuals or families identified as other. There are 12 "other", 7 that are Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,467,836	1,910,833

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Participating Cities + Unincorporated Areas of County	0		
City of Georgetown	0		
City of Granger	0		
City of Leander	0		
City of Taylor	0		
Countywide	0		

Table 4 – Identify the geographic distribution and location of investments

Narrative

The percentage of funding per project is listed below:

Bluebonnet Trails 3.4%

Taylor Dickey Museum 6.6%

Georgetown Home Repair 5.1%

Georgetown Housing Authority 20%

Granger Housing Authority 3.3%

Habitat Land Acquisition 6.8%

Habitat Home Repair 5.1%

Crisis Center Social Service 2.3%

Crisis Center Rehab 1%

Interagency Support Council 1.7%

Leander Senior Center 10%

Lone Start Circle of Care 20%

Mobile Outreach Team 1%

Key2Free 4%

Program Administration 8%

Williamson County does not allocate CDBG funds based on identified target areas. The County receives applications for funding from participating cities and local organizations for projects that fit within the County's priorities. Applications are reviewed by the Community Development Administrator who then makes a recommendation to Commissioners Court based on need and funding allocation. Commissioners Court reviews the recommendation and either approves or requests modifications.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Mathcing funds are not required in the CDBG program.

The following are leveraged funds per FY19 project:

Taylor Dickey Museum $73,720

Georgetown Housing Authority $3,634,482

Granger Housing Authority $57,898

Interagency Support Council $727,131

Lone Star Circle of Care $4,126,650

Mobile Outreach Team $35,000

Williamson County does not use publicly owned land or property to address identified needs. Williamson County does not receive HOME or ESG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	43	23
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**43**	**23**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	2	2
Number of households supported through Rehab of Existing Units	41	21
Number of households supported through Acquisition of Existing Units	0	0
Total	**43**	**23**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Due to Covid-19, home repairs for the Georgetown Home Repair and the Habitat Home Repair programs were delayed. These programs assisted 21 homeowner with repairs. The programs are still in progress and continue to assist low-income households.

Discuss how these outcomes will impact future annual action plans.

The success of these programs has been instrumental in assisting low-mod income households to remain in their homes and thus prevent homelessness. It is expected that these programs will continue.

The CDBG office meets with the homelessness coalition to discuss options to increase affordable housing to low-mod income families.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	8	0
Low-income	13	0
Moderate-income	2	0
Total	**23**	**0**

Table 7 – Number of Households Served

Narrative Information

The Georgetown Home Repair program assisted six families. Two families are low income and four families are extremely low income. The Habitat Home Repair program assisted 15 families. One family is moderate income, 10 families are low income and four families are extremely low income. Habitat for Humanity built two homes for income qualified households. One family is moderate income and one family is low income.

The county continues to work with the Taylor Housing Authority in its down payment assistance program. Unfortunately, the costs associated with home ownership in Williamson County has increased, making it difficult to identify eligible clients.

The local Housing Authorities provide affordable housing to low income individuals and families. Unfortunately, the number of units available is greatly out numbered by the number of those in need. Families and individuals are encouraged to contact local organizations for rental assistance and other needs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County participated in the Central Texas Fair Housing consortium. The full report can be found at http://centraltexasfairhousing.org/report/.

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. This study was conducted for the Central Texas Region in 2018 and 2019 as joint effort.

The Georgetown Housing Authority rehabilitation project will repair approximately 134 units housing extremely low income households. This project is in progress.

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons. Examples of support include, but are not limited to, employees serving as board members, collaboration during special projects, and public recognition of services provided.

Another organization addressing homelessness is the Georgetown Project. The Georgetown Project opened the NEST in 2011 as an outreach to Georgetown ISD teens in 9th-12thgrade that were homeless or living in transition. The NEST Program now includes The NEST Host Home, an overnight safe haven for youth living in transition, and The NEST Empowerment Center, an after school safe haven for all Georgetown ISD high school teens who are in need of free resources.

Bluebonnet Trails was funded in FY19 and assisted 21 homeless individuals. The program provides

Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

Key2Free was funded in FY19 and assisted seven individuals. The program provides clinical, medical and dental services to victims of human trafficking.

The Mobile Outreach Team was funded in FY19 and assisted six patients. The program provides emergency assistance to low-income persons in crisis who are at risk of homelessness or who are homeless. Recipients are provided access to temporary emergency housing until a more permanent solution can be found and/or provided medication, psychiatric care, counseling, healthcare or services that reduce the likelihood of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Georgetown Housing Authority is utilizing funding to rehabilitate approximately 134 existing units. The rehabilitation of these units allows the extremely low income households to remain housed, ultimately, preventing homelessness.

Habitat and Georgetown Home Repair programs have assisted 21 low income households with repairs that allow them to remain housed. The Granger Housing Authority repaired windows in 16 housing units that house low income individuals.

Mobile Outreach Team works with law enforcement to assist homeless or nearly homeless individuals with temporary housing.

The Crisis Center provided housing assistance for 18 victims of domestic violence.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Georgetown Housing Authority also provides a Family Self Sufficiency Program which is a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. They work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and hopefully, enable them to live without any form of public assistance.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Taylor Housing Autorhity was awarded $100,000 in CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. Two families have been assisted to date. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to recieve federal funding. All Housing Authorities are invited to participate in the development of the annuall action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding

options and any other needs.

The Granger Housing Authority completed rehab of 16 units utilizing FY19 CDBG funds. The Georgetown Housing Authority is currently utilizing CDBG funds for rehab of 134 units. The renovations allow for improved housing for low income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Also, all documents requiring public review are provided to local housing authorities.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

Additionally, the County will continue to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds (which are not required).

The County also participated in the Central Texas Fair Housing Assessment. The document can be found at http://centraltexasfairhousing.org/report/.

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. This study was conducted for the Central Texas Region in 2018 and 2019 as joint effort among the following entities:

- The City of Austin
- The Housing Authority of the City of Austin
- The Georgetown Housing Authority
- The City of Pflugerville
- The City of Round Rock
- The Round Rock Housing Authority
- The Taylor Housing Authority
- Travis County
- The Housing Authority of Travis County
- Williamson County

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Central Texas Fair Housing Assessment was completed in 2019.

A Central Texas Regional Fair Housing Working Group (WorkingGroup) will be established and made up of staff from each of the 10 entities to collaborate and coordinate on implementation of regional fair housing goals and affordable housing interests. The group will also consult with area experts on housing equity and economic opportunity, K-12 educational leaders, local and regional transit providers, and public works staff. This Group will be facilitated by a Travis County Health and Human Services employee team. The group will meet quarterly, and be governed by a group charter and 5 year work plan that will be established to guide the work of the Group.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression. Monitorings are ongoing as Williamson County requires all documents to support progress, payment, and reports to be submitted. If file documentation is not submitted, the County will not process payment to a project.

Meeting with representatives from the projects ensures that regulations are being followed. The Community Development Administrator provides HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers to inform citizens of public comment periods and public meetings. A 5 day comment period, March 18-March 22, 2021, was provided during the CAPER process. No comments were received. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment

FY19 Funded Projects

FY19 Funded Projects
Community Development Block Grant

Bluebonnet Trails Community MHMR Center/Social Service
Activity 99
Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 21 new homeless clients with housing and rental assistance. Total occurrences of assistance was 52 for homeless clients.
FY19 $50,000
CDBG Funds Utilized to Date: $35,587.93
Percent Low-Mod: Limited Clientele Homeless
Percent Minority: 19% minority

Taylor Dickey Museum and Multipurpose Center
Activity 82
Accomplishments: Phase 1 of this project was completed on 5-9-2019 and included raising the existing house as required, construction of new concrete piers/foundation, repair of existing floor beams, setting house down on new foundation, replacing roof decking with plywood sheathing, replacing the edge metal, installing new felt, installing new 30 year composition shingles over the entire roof area. Project progress includes asbestos and lead paint abatement, foundation has been restored, roof restoration, exterior structure has been restored, doors restored and installed. Project is nearing completion.
FY17 $109,160
FY19 $98,000
CDBG Funds Utilized to Date: $203,938.35
Census Tract 212.03 (Block Group 1) Census Tract 210 (Block Groups 1 and 2) Census Tract 211 (Block Group 1)
Percent Low-Mod: 70.76%
Percent Minority: 212.03-37.08% 210-81.34% 211-57.49%

City of Georgetown Home Repair Program
Activity 100
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Six low income households received home repair, benefiting ten individuals.
FY19 $75,000
CDBG Funds Utilized to Date: $72,892.05
Percent Low-Mod: 100% (income qualified households)
Percent Minority: 83% minority

Georgetown Housing Authority FY18
Activity 92
Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The asbestos materials will be significantly disturbed while remedying the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations.
FY18 $282,603
FY19 $300,000
CDBG Funds Utilized to Date: $0
Housing Authority Rehab 100% low-mod

Granger Housing Authority Rehab
Activity 103
Accomplishments: Weatherization through window replacement. 16 units rehabbed with updated windows. This project is complete. This is the final time this project will be reported in a CAPER.
FY19 $49,898
CDBG Funds Utilized to Date: $42,903.22
Housing Authority Rehab 100% low-mod

Habitat for Humanity of Williamson County
Accomplishments: Land acquisition for the purpose of building affordable homes for income qualified individuals or families. This project has not been funded in IDIS. Land costs are unaffordable. Potentially reallocating funding to housing rehab project.
FY19 $100,000
CDBG Funds Utilized to Date: $0
Income qualified households

Habitat for Humanity of Williamson County Home Repair
Activity 98
Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. 15 low income households received home repair, benefiting 28 individuals.
FY19 $75,000
CDBG Funds Utilized to Date: $74,962.22
Income qualified households

Williamson County Crisis Center dba Hope Alliance/Social Service
Activity 104
Accomplishments: Funds will be utilized to offer financial assistance to survivors participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing an unsafe situation. Provided rental and utility assistance to 18 victims of domestic violence. This is the final time this project will be reported in a CAPER.
FY19 $35,000
CDBG Funds Utilized to Date: $35,000
Percent Low-Mod: Limited Clientele Victims of Domestic Violence
Percent Minority: 66% minority

Williamson County Crisis Center dba Hope Alliance Shelter Rehab
Activity 101
Accomplishments: Funds were utilized to update the shelter security system and perimeter fencing to provide security for victims of domestic violence. Actual numbers were lower than proposed numbers due to pandemic. This is the final time this project will be reported in a CAPER.
FY19 $15,000
CDBG Funds Utilized to Date: $14,077.80
Percent Low-Mod: Limited Clientele Victims of Domestic Violence
Percent Minority: 62% minority

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Activity 96
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding allows the program to maintain the number of clients served. Program has assisted 23 new clients and provided 359 sessions. This is the final time this project will be reported in a CAPER.
FY19 $25,000
CDBG Funds Utilized to Date: $25,000
Percent Low-Mod: Limited Clientele
Percent Minority: 78% minority

City of Leander Senior Activity Center
Accomplishments: Funds will be utilized for a portion of the construction and/or equipment costs associated with the Senior Activity Center. The center will be an 11,000-13,000 Senior Activity Center that will house Meals on Wheels and have an area for the Williamson County Children's Advocacy Center. This project has not been funded in IDIS. Potentially reallocate funds.
FY19 $150,000
CDBG Funds Utilized to Date: $0

Lone Star Circle of Care Project Headwaters
Activity 102
Accomplishments: Funds will be utilized to rehab Taylor's West End School to include a kitchen, food pantry, meal packing and serving area, dining area, multipurpose room, offices and restrooms to accommodate Taylor's Melas on Wheels Program and Senior Center activities. Second floor rehab to include waiting room, program registration area, lab, provider and business office space, a nurse station, procedure room, exam rooms, break room, vitals area and storage for Lone Star Circle of Care. The abatement and selective demolition of the West End School site supported by CDBG funding is complete. Building and landscape design completed in August 2020.
The construction phase began September-October 2020.
FY19 $300,000
CDBG Funds Utilized to Date: $300,000
Percent Low-Mod: Limited Clientele

Williamson County EMS Mobile Outreach and Community Health Paramedicine/Social Service
Activity 97
Accomplishments: Provide emergency assistance to low-income persons in crisis who are at risk of homelessness or who are homeless. Recipients will be provided access to temporary emergency housing until a more permanent solution can be found and/or provided medication, psychiatric care, counseling, healthcare or services that reduce the likelihood of homelessness. Provided services to 6 new clients and 109 encounters with clients. Those served were homeless or nearing homelessness. This is the final this project will be reported in a CAPER.
FY19 $16,000
CDBG Funds Utilized to Date: $16,000
Percent Low-Mod: Limited Clientele
Percent Minority: 50% minority

The Key2Free/Social Service
Activity
Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters.
FY19 $59,000
CDBG Funds Utilized to Date: $20,667.98
Percent Low-Mod: Limited Clientele
Percent Minority: 57% minority

Program Administration
Activity 94
FY19 $119,938
CDBG Funds Utilized to Date: $114,802.96

Previously Funded Projects

Previously Funded Projects

City of Weir Community Center
Activity 86
Accomplishments: Completion of 5,000 square foot total roof area, with approximately 2,000 square foot climate controlled. The building was designed so that the remaining 3,000 square feet could be enclosed and climate controlled in the future if needed. Project completed on August 21, 2020. This is the final time this project will be reported in a CAPER.
FY17 $315,000
FY18 $292,700
CDBG Funds Utilized to Date: $592,700
Census Tract 216.02 (Block Group 1)
Percent Low-Mod: 46.34%
Percent Minority: 25.3%

City of Taylor Water/Wastewater and Street Reconstruction
Activity 88
Accomplishments: Construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances. Project is nearing completion and is expected to be completed in March-April 2021.
FY17 $82,203
FY18 $290,000
FY18 reallocated $117,000
CDBG Funds Utilized to Date: $489,203
Census Tract 211 (Block Groups 1 and 2) Census Tract 210 (Block Groups 1, 2 and 3)
Percent Low-Mod: 67.35%
Percent Minority: 211-57.49% 210-81.34%

Granger Wastewater/Colorado Street 2018
Activity 89
Accomplishments: Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in FY20 and will begin once funding is available.
FY18 $55,400
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

City of Liberty Hill Sidewalk Project
Activity 90
Accomplishments: Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street. Survey of service area has been completed and indicates the area is qualified to use CDBG funding. Engineering is complete. Project is complete. This is the final time this project will be reported in a CAPER.
FY16 $26,000 (engineering only)
FY18 $224,000
CDBG Funds Utilized to Date: $126,506.36
Survey indicates area is 60% low-mod

Hutto/Huttoparke Sidewalk
Activity 91
Accomplishments: Installing approximately 512 linear feet of 5 foot sidewalks and .25 mile of 10 foot sidewalk along FM1660 from Sylvan Street to between Almquist Street and Brown Street and just south of Limmer Loop. Survey must be completed to verify percent low mod. This project has not been funded in IDIS. Reallocating funds is being considered.
FY18 $56,095
CDBG Funds Utilized to Date: $0
Survey required to verify area low-mod eligibility

Georgetown 17th Street Sidewalk
Activity 84
Accomplishments: Approximately 1100 feet of 5 foot wide sidewalk, approximately 175 square yards od driveway approach, 8 curb ramps, 150 feet of crosswalk and two GoGeo (fixed route) bus shelters. Project is located on W. 17th Street from Railroad Ave to Forest Street in Georgetown, TX. Project is complete. This is the final time this project will be reported in a CAPER.
FY18 $206,824
CDBG Funds Utilized to Date: $169,497.65
Census Tract 214.02 (Block Groups 3 and 4)
Percent Low-Mod: 93.59%
Percent Minority: 51.54%

Taylor Dickey Givens Community Center
Activity 93
Accomplishments: Construction of a 2175 square foot community center to include a kitchen, two ADA compliant restrooms, large meeting room with a stage and all project incidentals. The center will be located in Fannie Robinson Park at the corner of South Dolan Street and MLK Jr. Blvd in Taylor TX. Environmental review is complete. Project is expected to me completed March-April 2021.
FY16 $150,000
FY18 $150,000 (reallocated from Bluebonnet Trails Project)
CDBG Funds Utilized to Date: $201,725.32
Census Tract 210 and 211
Percent Low-Mod: 67.35%
Percent Minority: 210-81.34% 211-57.49%

Program Administration
Activity 87
FY18 $91,912
CDBG Funds Utilized to Date: $91,912
Activity closed in IDIS.

Taylor Housing Authority Home Ownership Program
Activity 79
Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 has been committed to a homebuyer who is purchasing a Habitat home. The home is expected to be completed in September-October 2021. The remaining funds have not been committed to date.
FY16 $100,000
CDBG Funds Utilized to Date: $50,000
Percent Low-Mod: 100%
Percent Minority: White/Hispanic (both families)

City of Granger Sewer Project
Activity 80
Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Construction portion of the project is expected to begin in May-June 2021.
FY17 $294,350
CDBG Funds Utilized to Date: $44,501.31
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

Interagency Support Council of Eastern Williamson County
Activity 83
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain the number of clients served. Program has assisted 21 new clients and provided 127sessions. This will be the final time this project is reported in a CAPER.
FY17 $25,000
CDBG Funds Utilized to Date: $25,000
Percent Low-Mod: Limited Clientele
Percent Minority: 81% minority

Williamson County Habitat for Humanity
Activity 85
Accomplishments: Project is complete. Habitat home built and low income family of four moved in July 2020. This is the final time this project will be reported in a CAPER.
CDBG Funds Utilized: $59,938.04
Income qualified household

Williamson County Habitat for Humanity
Activity 74
Accomplishments: Income qualified family has moved into one property at this location (reported in 2018 CAPER). Home complete and very-low income family of four moved in on January 2020. A third home is being built on the property, family has been selected, build expected to begin spring/summer 2021.
CDBG Funds Utilized: $39,380.56
Income qualified households

Commissioners Court - Regular Session **27.**

Meeting Date: 03/23/2021

IH 35 Project

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution of support for the I-35 Capital Express project.

Background

The I-35 Capital Express Central Project proposes to add two non-tolled managed lanes in each direction along I-35 from US 290 East to SH 71/Ben White Boulevard. Managed lanes are proposed in high-congestion areas where right of way is limited. These lanes are designed to provide a less congested route than adjacent general-purpose lanes during peak periods for qualifying vehicles. This safety and mobility project is funded by TxDOT and CAMPO.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tx-DOT Fact Sheet

Support Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:34 AM
Form Started By: Kathy Pierce		Started On: 03/18/2021 10:50 AM
Final Approval Date: 03/18/2021		

I-35 CAPITAL EXPRESS CENTRAL PROJECT

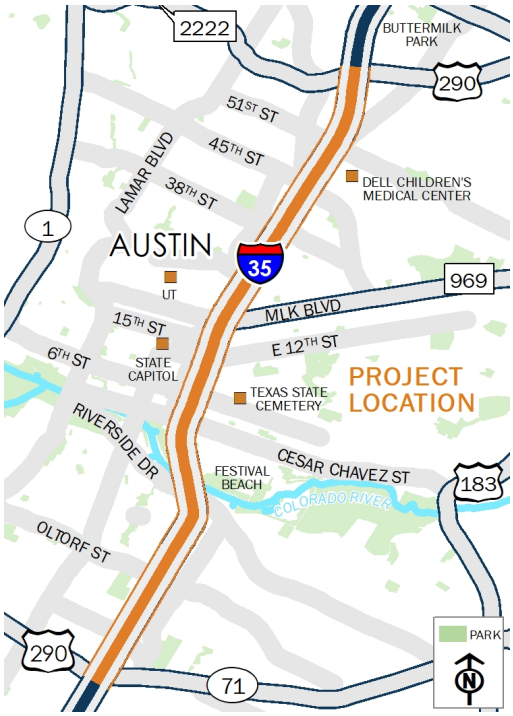
FACT SHEET

Why improvements are needed

I-35 through Austin is one of the most congested highways in Texas. It serves as the backbone of the local, regional, and national transportation network. Lack of mobility on I-35 threatens the economic livelihood of our city and our state. Improvements to this area are needed due to population and employment growth, which have caused increased congestion in the area.

Program overview

The I-35 Capital Express Program comprises three separate projects (North, Central and South). The North project proposes to add one non-tolled managed lane in each direction along I-35 from SH 45 North to US 290 East. The South project proposes to add two non-tolled managed lanes in each direction along I-35 from SH 71/Ben White Boulevard to SH 45 Southeast.



About Capital Express Central

The I-35 Capital Express Central project proposes to add two non-tolled managed lanes in each direction along I-35 from US 290 East to SH 71/Ben White Boulevard. Managed lanes are proposed in high-congestion areas where right of way is limited. These lanes are designed to provide a less congested route than adjacent general-purpose lanes during peak periods for qualifying vehicles. Managed lanes control access by placing restrictions on use. TxDOT is evaluating a variety of design options to add the non-tolled managed lanes. The project also includes additional safety and mobility improvements.

Community input and anticipated timeline*

The development process will incorporate public input from a series of public involvement opportunities, including stakeholder and open house meetings.

- Environmental study and schematic design: 2020 - late 2023
- Final design and contractor selection: anticipated late 2024
- Construction start: as early as 2025

** Timeline is subject to change.*

Contact information

For additional project information, please contact:
Susan Fraser, P.E.
Mobility35 Program Manager
TxDOT Austin District
512-832-7128

For media inquiries, please contact:
Diann Hodges
TxDOT Southwest Communications Director
TxDOT Austin District
512-832-7027

For additional information visit: http://my35.org/capital.

State of Texas
County of Williamson
Know all men by these presents:

That on the **23rd** day of March 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 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:

RESOLUTION
IN SUPPORT OF THE Tx-DOT I-35 CAPITAL EXPRESS CENTRAL PROJECT

WHEREAS; Williamson County serves as the County Government for all the citizens of Williamson County and its Communities; and,

WHEREAS; Williamson County is committed to improving economic growth and providing mobility options to the citizens of the region; and,

WHEREAS; a reliable transportation infrastructure is vital to connect goods and people, with connectivity for motorists being the cornerstone of prosperity, creating expanded economic development and more financial opportunities for individuals and families; and,

WHEREAS; the Tx-DOT I-35 Capital Express Central Project, provides improvement to I-35 in Central Austin, including new managed lanes; and,

WHEREAS; this section of I-35 was recently named the most congested segment of roadway in Texas, which negatively impacts, businesses and the local economy.

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court urges Tx-DOT to move forward with the proposed project to help ease congestion.

RESOLVED THIS 23rd DAY OF MARCH 2021.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 03/23/2021

New District Court and County Court at Law in Williamson County

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 the requested effective date for new District Court and County Court at Law in Williamson County.

Background

On January 26, 2021, the Court approved a resolution asking the Legislature to approve a new District Court and a new County Court at Law for Williamson County, due to the increased need for additional court capacity in our justice system.

In subsequent conversations with our legislative delegation, they have asked that we provide them with our preferred effective date for the new courts.

The Judges of the District Courts and County Courts at Law recommend to the Commissioners Court requesting an effective date of 10/1/2022 for both the new District Court and the new County Court at Law (this would be the beginning of FY23). It is important to note that this would articulate Williamson County's *preference*, though the Legislature could set the effective date for a date other than that which the Commissioners Court communicates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2021 08:36 AM
Form Started By: Ronald Morgan		Started On: 03/12/2021 07:25 AM
Final Approval Date: 03/12/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 03/23/2021

Confederate Statue Committee

Submitted For: Russ Boles **Submitted By:** Kelley Hammeren, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider the formation of the Confederate Statue Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:26 AM

Form Started By: Kelley Hammeren Started On: 03/18/2021 11:19 AM

Final Approval Date: 03/18/2021

Commissioners Court - Regular Session **30.**

Meeting Date: 03/23/2021

Fiscal Agent Memorandum of Understanding for BJA VTC and DDCP Enhancement Grants

Submitted By: Joell Guzman, County Court At Law #2

Department: County Court At Law #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Bureau of Justice (BJA)-Grant enhancement requirement for a signed Fiscal Agent Memorandum of Understanding between Williamson County and the Williamson County Veterans Treatment Court-BJA Grant #2020-VC-BX-0093 and DWI Drug Court Program-BJA Grant #2020-MU-BX-0103 and authorize the County Judge to sign all related documentation.

Background

Williamson County Specialty Courts were awarded a Bureau of Justice grant for the Veterans Treatment Court and one for the DWI/Drug Court for specialty courts enhancements and were approved and signed in November 2020. The Fiscal Agent Memorandum of Understanding between Williamson County and the Specialty Court is required by BJA for funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fiscal Agent MOU

FY20 ADC VTC Solicitation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/17/2021 09:14 AM
Form Started By: Joell Guzman		Started On: 03/16/2021 05:10 PM
Final Approval Date: 03/17/2021		

FISCAL AGENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Williamson County ("Fiscal Agent) and the Williamson County DWI/Drug Court Program (Operating Entity") regarding responsibilities related to the FY20 BJA-Adult Drug Court Grant Award #2020-MU-BX-0103

The County agrees 1) to serve as the fiscal agent for the BJA Adult Drug Court Grant; and 2) coordinate with the drug court on all matters related to fiscal management and project objectives, as applicable.

The Court agrees to 1) Adhere to the evidence-based principles included in the NADCP drug court standards and the 10-key components and implement the project in coordination with the County.

Both parties agree to follow all requirements listed in the program solicitation and award document, as applicable.

WILLIAMSON COUNTY:

_____
Bill Gravell, Jr., County Judge

Date:_____, 2021

OPERATING ENTITY:

Williamson County Veterans
Treatment Court

Jo Ell Guzman
Authorized Signature

Jo-Ell Guzman
Printed Name

DWI/Drug Court Coordinator
Title

FISCAL AGENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Williamson County ("Fiscal Agent) and the Williamson County Veterans Treatment Court (Operating Entity") regarding responsibilities related to the FY20 BJA-Adult Drug Court Grant Award #2020-VC-BX-0093.

The County agrees 1) to serve as the fiscal agent for the BJA Adult Drug Court Grant; and 2) coordinate with the drug court on all matters related to fiscal management and project objectives, as applicable.

The Court agrees to 1) Adhere to the evidence-based principles included in the NADCP drug court standards and the 10-key components and implement the project in coordination with the County.

Both parties agree to follow all requirements listed in the program solicitation and award document, as applicable.

WILLIAMSON COUNTY:

_____
Bill Gravell, Jr., County Judge

Date:_____, 2021

OPERATING ENTITY:

Williamson County Veterans
Treatment Court


Authorized Signature

Jo-Ell Guzman
Printed Name

Veterans Treatment Court Coordinator
Title

Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program

FY 2020 Competitive Grant Solicitation

April 7, 2020

This solicitation has been revised to reflect the following:

- The close date was extended to Monday, June 1, 2020.
- The following four categories were created:
    - Category 1 - Focuses on the implementation of new VTCs.
    - Category 2- Focuses on enhancing existing VTCs.
    - Category 3 - Provides funding for implementation of new drug courts and/or enhancing drug courts.
    - Category 4 - Supports statewide efforts to enhance or expand services for ADCs or VTCs.

Thank you for your attention to these updates.

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Adult Drug Court and Veterans Treatment Court Discretionary Grant Program

FY 2020 Competitive Grant Solicitation

CFDA # 16.585

Grants.gov Solicitation Number: BJA-2020-17098

Solicitation Release Date: February 24, 2020

Application Deadline: 11:59 p.m. eastern time on June 1, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications to implement and enhance drug court services, to include coordination, management of drug court participants, and recovery support services. This program furthers the Department's mission by providing resources to state, local, and federally recognized tribal governments to enhance drug court programs and systems for nonviolent offenders and veterans with addictions, including stimulant and opioid abuse and overdose.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. It provides guidance to applicants on how to prepare and submit applications for funding to OJP. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

Eligibility (Who may apply):

For **Category 1: Implementation of Veterans Treatment Courts, Category 2: Veterans Treatment Courts, and Category 3: Adult Drug Courts,** the following entities are eligible to apply:

- States and territories
- State and local courts
- Counties
- Units of local government
- Federally recognized Indian tribal governments (as determined by the secretary of the interior)

on behalf of a single jurisdiction drug court or veterans treatment court.

For **Category 4: Statewide Strategies to Support Adult Drug Courts and Veterans Treatment Courts,** the following entities are eligible to apply:

- State agencies such as the State Administering Agency, the Administrative Office of the Courts, and the State Substance Abuse Agency

State agencies may also include state criminal justice agencies and other state agencies involved with the provision of substance abuse and/or mental illness services, or related services, to criminal substance abusers.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

For additional information on eligibility, see Section C. Eligibility Information.

Contact information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800–518–4726 or 606–545–5035, at https://www.grants.gov/web/grants/support.html, or at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the How To Apply (Grants.gov) section in the OJP Grant Application Resource Guide.

For assistance with any unforeseen Grants.gov technical issues beyond an applicant's control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800–851–3420; via TTY at 301–240–6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301–240–5830; or web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Deadline Details

Applicants must register with Grants.gov at https://www.grants.gov/web/grants/register.html prior to submitting an application. All applications are due by 11:59 p.m. eastern time on June 1, 2020.

To be considered punctual, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

An applicant must use the **Add Attachment** button to attach a file to its application. Do not click the paperclip icon to attach files. This action will not attach the files to the application. After

adding an attachment, select the **View Attachment** button to confirm you attached the correct file. To remove the file, select the **Delete Attachment** button.

OJP encourages all applicants to read this Important Notice: Applying for Grants in Grants.gov.

For additional information, see the How to Apply (Grants.gov) section in the OJP Grant Application Resource Guide.

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ADULT DRUG COURT AND VETERANS TREATMENT COURT DISCRETIONARY GRANT PROGRAM CFDA #16.585

A. Program Description

Overview
The Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts.

For the purposes of this solicitation, an adult "drug court" is defined as a court program managed by a multidisciplinary team that responds to the offenses and treatment needs of participants who are diagnosed with a substance use disorder. This definition explicitly excludes drug offenders who have committed acts of violence.

Statutory Authority: 34 U.S.C. § 10611*, et seq.,* and Consolidated Appropriations Act, 2020, Pub. L. No. 116-93, 133 Stat 2317, 2409.

Program-specific Information
BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. These courts effectively integrate evidence-based substance abuse treatment, random drug testing, equitable sanctions and incentives, and transitional services in judicially supervised court settings with jurisdiction over offenders to reduce recidivism, substance abuse, and prevent overdoses.

BJA provides ADC/VTC Program applicants the flexibility to identify the most appropriate court model on which to base their drug courts in order to accommodate the needs and available resources of their jurisdictions, **so long as the model conforms to the National Association of Drug Court Professional's (NADCP's) 10 key components for drug courts.** All adult drug courts must be operated based on the following BJA and NADCP publication: *Defining Drug Courts: The Key Components*, found at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf.

Note: The applicant must demonstrate that eligible drug court participants promptly enter the drug court program following a determination of their eligibility. BJA will not make awards to an applicant whose drug courts require an initial period of incarceration unless the period of incarceration is mandated by statute for the offense in question. In such instances, the applicant must demonstrate that the person receives treatment services, if available, while incarcerated and begins drug court treatment services immediately upon release.

Eligible drug court types are: adult drug courts; driving while intoxicated (DWI)/driving under the influence (DUI) courts; co-occurring courts (participants possess both a substance abuse and mental illness diagnosis); veterans treatment courts (Types A and B); and tribal healing to wellness courts (THWCs). Court programs that combine or propose to combine drug court types

with other court programs or dockets are also eligible for funding, although the funding under this program must be used to address only those clients eligible for drug court services. Applicants should refer to their relevant local statutes for definitions of the legal age of an "adult."

Under the ADC/VTC Program authorization, BJA funds under this program may not be used to serve persons who are "violent offenders." (34 U.S.C. § 10613).[1] This prohibition applies to programs or activities that are funded by the BJA grant award, including match funds contributed by the grantees. Grantees that use both ADC/VTC Program and other funds for a program must be able to track these expenses to ensure the separation of funds, and they must maintain documentation that they can show to an auditor if necessary. Note, however, that an applicant can serve veterans charged with violent or nonviolent offenses using veterans treatment court funds under Type B. Applicants should clearly identify in their project abstract whether they are applying under Type A or B, as described below:

> **Veterans Treatment Courts, Type A,** may only serve veterans who are nonviolent offenders, pursuant to the definition included in the Drug Court Program authorizing legislation (34 U.S.C. § 10613).
>
> **Veterans Treatment Courts, Type B,** may serve veterans who are charged with violent or nonviolent offenses.

The National Drug Court Resource Center (NDCRC), available at http://ndcrc.org/, is a BJA-funded resource for the drug court field that serves as a clearinghouse for drug court training, technical assistance, publications, funding resources, and other practitioner-specific resources. Applicants are encouraged to visit http://ndcrc.org/grant- solicitation-resources/ for useful information regarding this solicitation.

The focus of the ADC/VTC Discretionary Grant Program is to reduce opioid, stimulant, and substance abuse. In the program narrative, all applicants are required to describe a plan to serve offenders with substance addictions. The FY 2020 ADC/VTC Discretionary Grant solicitation offers the following four grant categories:

CATEGORY 1: IMPLEMENTATION OF VETERANS TREATMENT COURTS.
Competition ID: BJA-2020-17099
Implementation grants are available to eligible jurisdictions that have completed a substantial amount of planning and are ready to implement and/or launch an evidence-based veterans treatment court that supports core capacity and provides critical treatment, case management and coordination, judicial supervision, sanctions and incentive services, and other key resources such as transitional housing, relapse prevention, and employment that can reduce recidivism.

[1] For purposes of the ADC/VTC Program, a "violent offender" is defined at 34 U.S.C. § 10613(a) as "a person who (1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct: (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm."

Deliverable:

- Document that the grantee has implemented a new VTC program that adheres to the requirements of this solicitation, including NADCP best practice standards and consistent with the Ten Key Components of Veterans Treatment Courts.

CATEGORY 2: VETERANS TREATMENT COURTS. Competition ID: BJA-2020-17100

Grants are available to eligible jurisdictions with an operational veterans treatment court. Funding may assist a jurisdiction to scale up the veterans treatment court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments.

Deliverable:

- Document that the grantee has enhanced and/or expanded the operations of the VTC, consistent with the requirements of this solicitation, including NADCP best practice standards and consistent with the Ten Key Components of Veterans Treatment Courts.

CATEGORY 3: ADULT DRUG COURTS. Competition ID: BJA-2020-17101

Grants are available to eligible jurisdictions with an operational adult drug court or jurisdictions that are ready to fully implement a drug court.[2] Funding may assist a jurisdiction launch a drug court; scale up the drug court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments.

Deliverable:

- Document that grantee has fully implemented, enhanced, and/or expanded the operations of the adult drug court program consistent with the requirements of this solicitation, including the National Association of Drug Court Professionals (NADCP) best practice standards and consistent with the 10 key components of adult drug courts.

CATEGORY 4: STATEWIDE STRATEGIES TO SUPPORT ADULT DRUG COURTS AND VETERANS TREATMENT COURTS. Competition ID: BJA-2020-18593

Under this category, state applicants may apply for funding to improve, enhance, or expand drug court and veterans treatment court services statewide. Statewide enhancement activities include:

- Scaling up the drug court program's capacity
- Launching a drug court
- Expanding treatment and services
- Conducting audits of practice and technical assistance for adherence to standards
- Data collection and analysis to assess practice and track recidivism
- Training and technical assistance (TTA)

[2] For purposes of this solicitation, the term "ready to fully implement a drug court" means the jurisdiction has completed a substantial amount of planning and is ready to implement an evidence-based adult drug court that supports core capacity and provides critical treatment, case management and coordination, judicial supervision, sanctions and incentive services, and other key resources such as transitional housing, relapse prevention, and employment that can reduce recidivism.

In FY 2020, priority will be placed on proposals that develop or expand a state-based TTA program that enhances the capacity of states to support local ADC and VTC TTA needs, including training to address staff turnover and offer operational skills updates and expanding treatment resources in locations with critical substance abuse needs. States are encouraged to submit applications that seek funds for smaller, short-term projects to support statewide training conferences, scholarships to attend key training events, including national drug court conferences, and other operational training to support local capacity.

Deliverable:

- Document that the grantee has enhanced and/or expanded the state's capacity to coordinate activities and expand services that support the needs of drug courts in the state, consistent with the requirements of this solicitation, including NADCP best practice standards and consistent with the 10 key components.

Note that an entity (i.e., unit of local government or county) applying to Categories 1, 2, or 3 on behalf of a drug court must attach a fiscal agent memorandum of understanding (MOU). See 12.c, Fiscal Agent – Memorandum of Understanding, under Section D. Application and Submission Information.

Objectives

- Ensure drug court practitioners have tools to effectively provide judicial and community supervision, mandatory and random drug testing, substance abuse and mental health treatment, and appropriate incentives and sanctions.
- Utilize evidence-based practices and principles, which are incorporated into the NADCP drug court standards.
- Build and maximize the capacity of jurisdictions to ensure that all potential participants are identified and assessed for risk and need.
- Enhance the provision of recovery support services, including transitional clean and sober housing assistance to reduce recidivism.
- Enhance collaboration between states and local and/or tribal jurisdictions to support the operations and enhancements of drug court and veterans treatment court activities.

The objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under What an Application Should Include.

OJP Priority Areas

In FY 2020, and in addition to executing any statutory prioritization that may be applicable, OJP will give priority consideration to applications as follows:

- Applications that address specific challenges that rural communities face
- Applications that demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent-poverty counties
- Applications that offer enhancements to public safety in economically distressed communities (Qualified Opportunity Zones)

To receive priority consideration under the rural priority, applicants must describe what makes the geographic service area rural (using U.S. Census or other appropriate government data; for assistance, applicants may wish to refer to https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html), how isolated the area is from needed services, and how they will address specific challenges in rural communities.

To receive priority consideration under the poverty priority, the applicant must provide information to demonstrate that the individuals who are intended to benefit from the requested grant reside in high-poverty areas or persistent poverty counties. For purposes of this priority consideration, the term ''high-poverty area'' means any census tract with a poverty rate of at least 20 percent as measured by the 2013–2017 5-year data series available from the American Community Survey of the Census Bureau (applicants may search by census tract at https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2017/) and the term ''persistent poverty counties'' means any county that has had 20 percent or more of its population living in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates (applicants may search by county at https://www.census.gov/data/tables/time-series/dec/census-poverty.html and at https://www.census.gov/programs-surveys/saipe.html).

To receive priority consideration under the Qualified Opportunity Zones priority, applicants must include information that specifies how the project will enhance public safety in the specified QOZs. For resources on QOZs, and for a current list of designated QOZs, see the U.S. Department of the Treasury's resource webpage, accessible at https://www.cdfifund.gov/pages/opportunity-zones.aspx.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

Drug Court Standards
NADCP has identified 10 best practice standards for ADCs. BJA strongly encourages applicants, and particularly those proposing to enhance existing drug courts, to design their proposed programs with the intention of moving toward the full incorporation of NADCP's adopted standards, which represent the most current evidence-based principles and practices. For more information on the NADCP-identified 10 best practice standards, volumes I and II, visit: https://www.ndci.org/standards/.

These standards represent the cumulative body of the most current evidence-based practices available to drug courts to effectively operationalize the drug court 10 key components. For more information on the drug court 10 key components, visit: https://www.ncjrs.gov/pdffiles1/bja/205621.pdf.

Each program design must function in accordance with the corresponding court types indicated in the following links. For THWC: https://www.ncjrs.gov/pdffiles1/bja/188154.pdf; VTC: https://justiceforvets.org/resource/ten-key-components-of-veterans- treatment-courts/; and DWI Courts: https://www.dwicourts.org/wp-content/uploads/Guiding_Principles_of_DWI_Court_0.pdf.

Medication-assisted Treatment

Medication-assisted treatment (MAT) is an evidence-based substance abuse treatment protocol, and BJA supports making it available to individuals under the care and prescription of a physician. For more information regarding BJA's provisions on MAT, visit: https://www.bja.gov/Funding/adc-faq-medication-assisted-treatment.pdf

Award recipients are prohibited from using federal funds to support programs or activities that violate the Controlled Substances Act, 21 U.S.C. § 801, *et seq.* Programs or activities funded under a BJA adult drug court and veterans treatment court award must ensure that drug court participants are tested periodically for the use of controlled substances, including medical marijuana. *See* 34 U.S.C. § 10611, *et seq*.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section titled Information Regarding Potential Evaluation of Programs and Activities.

B. Federal Award Information

BJA expects to make up to 96 grant awards for varying amounts depending on the category under which the application is awarded (see below). For all categories, the proposed projects should have a start date of October 1, 2020.

Category 1: Implementation of Veterans Treatment Courts. Grant maximum: $500,000. Period of performance: 36 months.

Category 2: Veterans Treatment Courts. Grant maximum: $500,000. Period of performance: 36 months.

Category 3: Adult Drug Courts. Grant maximum: $500,000. Period of performance: 36 months.

Category 4: Statewide Strategies to Support Adult Drug Courts and Veterans Treatment Courts. Grant maximum: $750,000. Period of performance: 36 months.

BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic (programmatic and policy) priorities, a recipient's overall management of the award, and progress of award-funded work, when making continuation-award decisions.

BJA may elect to fund applications submitted under this FY 2020 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award
BJA expects to make awards under this solicitation as grants. See the Administrative, National Policy, and Other Legal Requirements section of the OJP Grant Application Resource Guide for additional information.

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements[3] as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the OJP Grant Application Resource Guide for additional information.

Budget Information
The budget must explicitly describe how the proposed budget items directly apply to the program design and how they will assist the applicant in meeting the program objectives. In addition to allowable costs identified in the DOJ Grants Financial Guide, award funds may not be used for the following:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Vehicles
- Food and beverages

Federal funds may also not be used to replace (supplant) nonfederal dollars that are appropriated for the same purpose. For a definition of supplanting, visit: https://ojp.gov/grants101/definitions.htm.

Cost Sharing or Match Requirement
This solicitation requires a 25 percent nonfederal **cash or in-kind match.**[4] See the OJP Grant Application Resource Guide for additional information on this match requirement. ("Match" funds may be used only for purposes that would be allowable for the federal funds.)

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Limitation on Use of Award Funds for Employee Compensation; Waiver

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

[4] The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

C. Eligibility Information

Under this solicitation, only one entity may serve as the primary applicant, however, it may be proposed as a subrecipient (subgrantee) in more than one application. In addition, an eligible applicant currently receiving federal funding for a part of its drug court program may apply to the BJA ADC/VTC Discretionary Grant Program; however, it will be ineligible if the request is for the same focus area and/or court type as its active federally funded drug court program. An eligible applicant may also apply to fund the same focus area and/or court type as a current grant if its end date is before the start date of this grant.

Public and private nonprofit organizations are considered ineligible applicants; therefore, they are restricted from applying, although they may serve in a key supporting role to the drug court program as a subrecipient (subgrantee).

For additional eligibility information, see title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Disclosure of Process Related to Executive Compensation" provisions in the "Application Attachments" section of the OJP Grant Application Resource Guide.

What an Application Should Include
The following application elements MUST be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding: Program Narrative, Budget Detail Worksheet and Budget Narrative, Time Task Plan, and Fiscal Agent MOU, if applicable.

See the Application Elements and Formatting Instructions section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all of the specified elements or that is nonresponsive to the scope of the solicitation.

11. Application for Federal Assistance (Standard Form (SF)-424)
The SF-424 is a required standard form used as a cover sheet for submission of preapplications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") **is not** subject to Executive Order 12372. (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the "Program is not covered by E.O. 12372.")

12. Project Abstract
Include an abstract that summarizes the proposed program in 800 words or fewer. Project abstracts should be:

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.

- Single-spaced, using a standard 12-point Times New Roman font with 1-inch margins.

They must also:

- Clearly describe the following for each court:
  - Category of funding requested: Category 1: Implementation of Veterans Treatment Courts, Category 2: Veterans Treatment Courts, Category 3: Adult Drug Courts, and Category 4: Statewide Strategies to Support Adult Drug Courts and Veterans Treatment Courts
  - Whether the court is pre- or post-adjudication
  - Type of drug court(s) funds requested:
    - ADC
    - DWI/DUI court
    - Co-occurring substance abuse and mental health court
    - VTC Type A or Type B (see page 6 for requirements associated with each type)
    - THWC
    - If requesting to fund activities with a combination of any of the five courts indicated above, please include the percentage of funding requested for each court if the combination includes a VTC.

- State the total federal amount requested for the duration of the grant. This total amount should be the same amount listed on the SF-424 form and in the required budget attachment. (**Note**: **The total amount of federal funds being requested should not exceed the category's grant maximum.)**

- State the total number of participants proposed to receive services with these grant funds (if awarded) over the life of the grant period**.** Identify the minimum, maximum, and average length of program participation.

- Briefly describe the target population and the jurisdiction's access to MAT services.

- Briefly describe the plan to provide treatment and services to address opioid, stimulant, and other substance abuse reduction.

- Indicate which of the NADCP Adult Drug Court Best Practice Standards will be addressed and the page numbers where each item is discussed in the application.

- Indicate whether the jurisdiction is leveraging any other federal funding sources (e.g., Second Chance Act, Justice Reinvestment, or Justice Assistance Grant Program) to support the drug court.

- Indicate whether the applicant jurisdiction has ever received a Drug Court grant from OJP (include grant number).

As a separate attachment, the program abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

The program narrative must respond to the solicitation and the review criteria (a–d) listed below in the order given. The program narrative should be double-spaced, using a standard 12-point Times New Roman font with 1-inch margins, and should not exceed 20 pages. Number pages "1 of 20," "2 of 20," etc.

If the program narrative fails to comply with these length restrictions, BJA may negatively consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative (See section E for more details)[7]:

a. Statement of the Problem

b. Program Design and Implementation

c. Capabilities and Competencies

d. Evaluation, Continued Care and Health Care Integration, Sustainment, and Plan for Collecting the Data Required for this Solicitation's Performance Measures

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives and deliverables identified in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP. **Note:** Any quantitative and statistical data provided in the program narrative must be verifiable and recorded in an official record. BJA will utilize data reported in the program narrative to determine the applicant's level of need, program capacity, and capability to manage the grant.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT)

located at: https://bjapmt.ojp.gov. Applicants should review the complete list of ADC Discretionary Grant Program performance measures by category:

- Category 1: Implementation of Veterans Treatment Courts
- Category 2: Veterans Treatment Courts
- Category 3: Adult Drug Courts (Implementation or Enhancement)
- Category 4: Statewide Strategies to Support Adult Drug Courts and Veterans Treatment Courts

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

Please see the OJP Grant Application Resource Guide for information on the following:

4. **Budget Information and Associated Documentation** in the Budget Preparation and Submission Information section

   The budget should include costs for travel of three people for a BJA-approved training.

5. **Indirect Cost Rate Agreement**

6. **Tribal Authorizing Resolution (if applicable)**

   The following two paragraphs in this solicitation expressly modify the Tribal Authorizing Resolution provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the Tribal Authorizing Resolution heading in the Guide.

   An application in response to this solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

   An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe's governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium

member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**

8. **Disclosure of Lobbying Activities**

9. **Applicant Disclosure of Pending Applications**

10. **Applicant Disclosure and Justification – DOJ High Risk Grantees**[5] **(if applicable)**

11. **Research and Evaluation Independence and Integrity**

12. **Additional Attachments**

    a. **Time Task Plan (required)**
    A Time Task Plan is required and should outline when the objectives will be met over the program period. It must summarize the major activities, responsible agencies, and expected completion dates for the principal tasks required to implement and manage the drug court program. **Applicants must indicate the number of program participants to be served quarterly under the grant-funded program to demonstrate how the total number of anticipated participants will be served before the end of the grant period.**

    b. **Memorandum of Understanding Signed by Key Drug Court Team Members or by a Designated Agency Representative (recommended)**
    Attach an MOU signed by either each key drug court team member or by a designated agency representative with the general responsibilities and expectations for coordination agreed upon by each member. Key drug court team members include a judge, prosecutor, defense attorney, treatment provider, researcher/evaluator/management information specialist, community supervision representative, and drug court coordinator.

    c. **Fiscal Agent Memorandum of Understanding Signed by Applicant and Drug Court Administrator (required, if applicable)**
    An entity (i.e., unit of local government or county) applying for funding on behalf of a drug court must attach a Fiscal Agent MOU that describes how the applicant will coordinate directly with the drug court for which funding is being sought and reflects an agreement that the applicant will serve as the fiscal agent. The MOU must address the overall objectives of the drug court program as well as show support for efforts to adhere to the evidence-based program principles included in the NADCP drug court standards and the 10 key components. **Note:** The drug court administrator is a member of the court program and has authority to make decisions on behalf of the court.

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[5] A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

d. State Substance Abuse Agency Director or Designee Letter (recommended)
Nontribal applicants are encouraged to include a letter from the State Substance Abuse (SSA) director or designated representative in support of the application and include confirmation that the proposal conforms to the framework of the State Strategy of Substance Abuse Treatment. A listing of SSAs can be found on the Substance Abuse and Mental Health Services Administration's website at https://www.samhsa.gov/sites/default/files/ssa_directory_12-03-2018_final_508.pdf.

e. Chief Justice, State Court Administrator, or Designee Letter (recommended)
Nontribal applicants are encouraged to include a letter from the chief justice of the state's highest court, the state court administrator, or a designee (e.g., the state drug or problem-solving court coordinator) describing how the proposed application would enhance statewide efforts related to problem-solving courts and/or is part of the state's problem-solving court strategy. The letter should be addressed to the BJA Director. A listing of the state drug and problem-solving court coordinators can be found at the National Drug Court Resource Center at https://ndcrc.org/state-coordinators/.

f. Applicant Disclosure of Proposed Subrecipients
Attach a list of proposed subrecipients of grant funding, if applicable, that includes their name, organizational affiliation, and location.

g. Documentation of Rural Challenges (if applicable)
As is mentioned above, OJP will give priority consideration in award decisions to applications that address specific challenges that rural communities face. Each applicant proposing to receive priority consideration under the rural priority should provide a sufficient narrative to include what makes the geographic service area rural (using U.S. Census or other appropriate government data), how isolated the area is from needed services, and how it will address specific challenges in rural communities.

h. Documentation of High-Poverty Areas or Persistent-Poverty Counties (if applicable)
As is mentioned above, OJP will give priority consideration in award decisions to applications that demonstrate that the individuals who will benefit from the requested grant reside in high-poverty areas or persistent-poverty counties as defined above. Each applicant proposing to receive consideration under the High-Poverty Areas or Persistent Poverty Counties priority should provide a sufficient narrative explanation to identify each specific High-Poverty Area (by census tract number(s)) and/or each specific Persistent-Poverty County where individuals are intended to benefit from the requested grant and how the requested grant will address specific challenges in each such identified area and/or county.

i. Documentation of Enhanced Public Safety in Qualified Opportunity Zones (if applicable)
As is mentioned above, OJP will give priority consideration in award decisions to designated Qualified Opportunity Zones (QOZs). Each applicant proposing to receive priority consideration under the Qualified Opportunity Zones priority should provide a sufficient narrative explanation in order for OJP to identify clearly the public safety benefit the applicant anticipates that its project will have on a specified QOZ(s). The

narrative and the list of affected QOZs (by census tract number) must be included as an attachment that is clearly labeled as addressing QOZs. The applicant may also include tables, charts, graphs, or other relevant illustrations that may be useful in comprehending the manner in which the proposed project is anticipated to benefit a QOZ(s).

How To Apply (Grants.gov)
Applicants must register in and submit applications through Grants.gov, a primary source to find federal funding opportunities and apply for funding. Find information on how to apply in response to this solicitation in the OJP Grant Application Resource Guide.

Registration and Submission Steps
Applicants will need the following identifying information when searching for the funding opportunity on Grants.gov.

1. **CDFA #16.585, Drug Court Discretionary Grant Program**
2. **Funding Opportunity #: BJA-2020-17098**
3. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.

   Category 1: Competition ID: BJA-2020-17099
   Category 2: Competition ID: BJA-2020-17100
   Category 3: Competition ID: BJA-2020-17101
   Category 4: Competition ID: BJA-2020-18593

For information on each registration and submission step, see the OJP Grant Application Resource Guide.

E. Application Review Information

Review Criteria
Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. **Statement of the Problem**
   Within this section, the applicant should explain its inability to fund the program adequately without federal assistance.

   For each category, the applicant must provide verified sources for the data that support the statement of the problem (i.e., U.S. Census or other federal, state, and local databases).

   Category 1: VTC Implementation Applicants (20 percent)

   - Describe the nature and scope of the substance abuse problem for veterans in the jurisdiction. Include data on race, ethnicity, age, gender, arrest volume (i.e., specifics of the general arrestee population, including the percentage screened for drug court

and what percentage of those are admitted into drug court), and crime patterns for adult defendants.

- Explain the problems with the current court's response to cases involving substance abuse; identify how and to what extent the proposed program will address the current arrest volume; and describe how the current number of treatment slots meets the needs of anticipated referrals.
- Describe the proposed veteran target population, including criminogenic risk level (high, medium, low), substance abuse treatment need, and the average jail or prison sentence that potential participants face, if any. Provide the target number of people for whom services will be provided under this program during the grant award period (36 months).

Category 2: VTC Applicants (20 percent)

- Describe the immediate issues that the VTC grant will address. The applicant is encouraged to incorporate the evidence-based program principles included in the NADCP Adult Drug Court Best Practice Standards, and to specify which standard(s) will be addressed and how the standard(s) will be implemented. The applicant should also refer to the allowable uses of funds on page 11. In addition, the proposed enhancements should include criminal justice-related needs and can also include enhancements related to enhancing treatment and relapse prevention support services.
- Describe the current operation of the drug court, addressing:
  - Referral, screening, and assessment process
  - Eligibility requirements
  - Target population
  - Current capacity
  - Length and phases of the program
  - Case management process
  - Community supervision
  - Recovery support services delivery plan, including vocational and/or educational and transitional housing services
  - Judicial supervision
  - Process for randomized drug testing
  - Incentives and sanctions
  - Graduation requirements and expulsion criteria (include what drug court members are present when it is decided and communicated that a participant is terminated from the program)
  - Restitution costs and all fees required for program participation
- Describe the mechanism that prioritizes court resources and services for individuals with high criminogenic risk and treatment need, including persons with repeat criminal justice involvement and substance abuse.

- Indicate whether the veterans treatment court team to be funded has received training on the drug court model. Describe current efforts and planning that document that the jurisdiction is ready to enhance its veterans treatment court.
- Identify the treatment service(s) and/or practice(s) available for drug court participants, including access to MAT services, and how those services are currently monitored or will be monitored for quality and effectiveness. Discuss the evidence that shows that the drug and other treatment service(s) and/or practice(s) are evidence-based and effective with the target population. If the evidence is limited or nonexistent for the target population, provide other information to support the intervention selection. Provide local data and any evaluation findings that demonstrate the program's impact with regard to participant recidivism and functional outcomes.

Category 3: Adult Drug Court Applicants (20 percent)

- Describe the nature and scope of the substance abuse problem in the jurisdiction. Include data on race, ethnicity, age, gender, arrest volume (i.e., specifics of the general arrestee population, including the percentage screened for drug court and what percentage of those are admitted into drug court), and crime patterns for adult defendants.
- Explain the problems with the current court's response to cases involving substance abuse; identify how and to what extent the proposed program will address the current arrest volume; and describe how the current number of treatment slots meets the needs of anticipated referrals.
- If the applicant is proposing to launch its implementation plans to operate a new drug court, describe the proposed target population, including criminogenic risk level (high, medium, low), substance abuse treatment need, and the average jail or prison sentence that potential participants face, if any. Provide the target number of people for whom services will be provided under this program during the grant award period (36 months). Describe current efforts and planning that document that the jurisdiction is ready to implement an adult drug court.
- If the applicant is planning to enhance current ADC operations, describe the current operations addressing:
    - Referral, screening, and assessment process
    - Eligibility requirements
    - Target population
    - Current capacity
    - Length and phases of the program
    - Case management process
    - Community supervision
    - Recovery support services delivery plan, including vocational and/or educational and transitional housing services
    - Judicial supervision
    - Process for randomized drug testing

- Incentives and sanctions
- Graduation requirements and expulsion criteria (include what drug court members are present when it is decided and communicated that a participant is terminated from the program)
- Restitution costs and all fees required for program participation

- Describe the mechanism that the applicant will use to prioritize court resources and services for individuals with high criminogenic risk and treatment need, including persons with repeat criminal justice involvement and substance abuse.
- Indicate whether the drug court team to be funded has received training on the drug court model.
- Describe the immediate issues that the ADC grant will address. The applicant is encouraged to incorporate the evidence-based program principles included in the NADCP Adult Drug Court Best Practice Standards, and to specify which standard(s) will be addressed and how the standard(s) will be implemented. The applicant should also refer to the allowable uses of funds on page 11. In addition, the proposed enhancements should include criminal justice-related needs and can also include enhancements related to enhancing treatment and relapse prevention support services.
- Identify the treatment service(s) and/or practice(s) available for drug court participants, including access to MAT services, and how those services are currently monitored or will be monitored for quality and effectiveness. Discuss the evidence that shows that the drug and other treatment service(s) and/or practice(s) are evidence-based and effective with the target population. If the evidence is limited or nonexistent for the target population, provide other information to support the intervention selection. Provide local data and any evaluation findings that demonstrate the program's impact with regard to participant recidivism and functional outcomes.

Category 4: Statewide Strategies to Support Adult Drug Courts and Veterans Treatment Courts Applicants (20 percent)

- Describe the enhancements being proposed to support adult drug court(s), veterans treatment courts, and other problem-solving courts with jurisdiction over substance abusers operating in your state.
- Describe the extent to which the state and these courts meet the needs of the eligible population as defined in the solicitation; if they are operating at capacity; and the nonbudgetary reasons if they are not operating at capacity.
- Provide information about the extent to which the enhancement proposed incorporates evidence-based treatment practices and/or services.
- Describe the issue or need that the statewide grant seeks to address.
- For applications that seek support to launch implementation plans to operate local ADC and VTCs:
  - Describe the nature and scope of the substance abuse problem in the jurisdictions to be targeted. Include data on race, ethnicity, age, gender, arrest volume (i.e.,

specifics of the general arrestee population, including the percentage screened for drug court and what percentage of those are admitted into drug court), and crime patterns for adult defendants.

- Explain the problems with the local jurisdiction's current response to cases involving substance abuse; identify how and to what extent the proposed program will address the current arrest volume; and describe how the current number of treatment slots meets the needs of anticipated referrals.
- Indicate whether the drug court team to be funded has received training on the drug court model.
- Describe the proposed target population, including criminogenic risk level (high, medium, low), substance abuse treatment need, and the average jail or prison sentence that potential participants face, if any. Provide the target number of people for whom services will be provided under this program during the grant award period (36 months). Describe current efforts and planning that document that the jurisdiction is ready to implement an adult drug or veterans treatment court.

- Provide state data and any evaluation findings that demonstrate the state drug court program's impact with regard to offender and community outcomes.
- Describe the distinct TTA needs of drug courts statewide. Needs may be different based on the geographical location of the drug court program (i.e., urban, suburban, or rural). Provide the target number of drug courts for which TTA services will be provided. This number will serve as the target number, and BJA will measure the grantee against this target number, if the applicant is selected to receive an award. Include the data source used to determine the target number.

2. Program Design and Implementation

For this section, the applicant should address the following items and then address the specific category requirements below.

- Demonstrate that eligible drug court participants promptly enter the drug court program following a determination of their eligibility. The applicant must also explain that people receive treatment services while incarcerated, if available, and begin drug court treatment services immediately upon release.
- The ADC/VTC Discretionary Grant Program authorizing statute requires participants to pay for treatment and restitution; however, it does not allow imposing a fee on a client that would interfere with their rehabilitation. In the application, indicate how participants will be notified of the fee and include provisions for determining how these costs would not interfere with their rehabilitation or graduation.
- Demonstrate that the drug court for which funds are being sought will not deny any eligible client access to the program because of their use of U.S. Food and Drug Administration-approved medications for the treatment of substance abuse. Please refer to page 10 for additional information.

- Discuss the applicant's commitment to admit and provide evidence-based interventions to participants with opioid and/or other substance abuse, including strategies for early assessment and entry into treatment to prevent overdose.
- Describe the plan to provide treatment and services to address opioid, stimulant, and substance abuse reduction.

Category 1: VTC Implementation Applicants (40 percent):

- Describe the veterans treatment court program, to include the following:
  - Referral, screening, and assessment process
  - Eligibility requirements
  - Structure of the drug court (pre-, post-, plea, etc.)
  - Length and phases of the program
  - Case management process
  - Community supervision
  - Availability of evidence-based treatment services
  - Recovery support services delivery plan
  - Judicial supervision
  - Process for randomized drug testing
  - Incentives and sanctions: Demonstrate an understanding that relapse is a part of the substance abuse recovery process and is taken into consideration in the development of incentives and sanctions.
  - Graduation requirements and expulsion criteria
  - Restitution costs and all fees required for program participation, including identifying how fees will be absorbed back into the program. Include whether the program fees present a barrier to participation and the measures available to reduce or waive fees for indigent participants.
- Describe which, if any, evidence-based principles and practices included in the NADCP drug court standards will be implemented (see page 9).
- Describe how the treatment provider(s) will be selected and address the frequency with which key veterans treatment court members will monitor the providers. Monitoring should ensure that the treatment is effective. Describe the evidence base for the drug and other treatment intervention(s) to be used and how it is responsive to the needs of the target population.
- Describe the range of treatment modalities that will be provided to address the substance abuse, mental illness, and cognitive behavioral needs of participants.
- Describe how the court will identify, assess, and prioritize participation and services for high-risk/high-need persons. Identify the validated assessment tool that will be used. Provide information on why the specific assessment tool was selected, and identify who will administer the tool.

- If a post-adjudication drug court model is proposed, discuss how the concept of "early intervention" will be implemented.
- Discuss how the community has been engaged in the planning process and describe the community partnerships available to support the veterans treatment court program.
- Discuss how the court will make efforts to engage and support participants' families.
- If trauma-informed care is proposed, discuss how the model will be implemented.
- Demonstrate how the proposal conforms to the framework of the state drug court strategy, if one exists.
- Describe how participant treatment will be funded.
- Describe the plan to provide treatment and services to address opioid, stimulant, and substance abuse reduction.
- For VTCs serving violent offenders, describe the availability of anger management and domestic violence treatment.

Category 2: VTC Applicants (40 percent)

- Describe the proposed enhancement and its specific objectives, including how they tie to the criminal justice purpose of the program.
- Describe which, if any, evidence-based principles and practices included in the NADCP Adult Drug Court Best Practice Standards described on page 9 will be implemented with the requested funds.
- Describe how the court will identify, assess, and prioritize participation and services for high-risk/high-need persons. Identify the validated assessment tool used and provide information on why the specific assessment tool was selected.
- Provide the target number of people for whom services will be provided. Explain how this target number was derived. This number will serve as the target service number, and BJA will measure the grantee's success using this target number, if the applicant is selected to receive an award. Describe the focus of the drug court (pre-, post-, plea, etc.)
- Identify the enhancement options discussed on page 7 for which funds are being requested and explain how each will be accomplished. In the explanation address the following:
    - Describe the detailed and randomized drug testing process and how it will occur throughout all components or phases of the program. Describe the mechanism which the court will use to ensure coverage and coordination of drug testing among all available agencies associated with clients.
    - Describe the proposed frequency of judicial status hearings and related criteria in the program. Describe how the program will ensure consistent procedures in the status hearings.
    - Describe the process the court will use to ensure a perception of procedural fairness throughout all court and program operations.

- Describe the evidence base for the treatment intervention(s) to be used and how it is responsive to the needs of the target population. Describe the range of treatment modalities that will be provided to address participants' substance abuse, mental illness, and cognitive behavioral needs.
- Describe the plan to provide treatment and services to address opioid, stimulant, and substance abuse reduction.
- Discuss how the court will make efforts to engage and support participants' families.
- If trauma-informed care is proposed, discuss how the model will be implemented.
- If delivering recovery support services, describe the agency and personnel that will administer the services and how those services are coordinated.
- Demonstrate how the proposal conforms to the framework of the state drug court strategy, if one exists.
- For VTCs serving violent offenders, describe the availability of anger management and domestic violence treatment.

Category 3: ADC Applicants (40 percent):

- Describe the plan to launch the implementation plan for a new adult drug court program, or the proposed enhancement of an existing adult drug court, including its objectives and how they tie to the criminal justice purpose of the program. Provide the following information:
  - Referral, screening, and assessment process
  - Eligibility requirements
  - Structure of the drug court (pre-, post-, plea, etc.)
  - Length and phases of the program
  - Case management process
  - Community supervision
  - Availability of evidence-based treatment services
  - Recovery support services delivery plan
  - Judicial supervision
  - Process for randomized drug testing
  - Incentives and sanctions: Demonstrate an understanding that relapse is a part of the substance abuse recovery process and is taken into consideration in the development of incentives and sanctions.
  - Graduation requirements and expulsion criteria
  - Restitution costs and all fees required for program participation, including identifying how fees will be absorbed back into the program. Include whether the program fees present a barrier to participation and the measures available to reduce or waive fees for indigent participants.

- Describe which, if any, evidence-based principles and practices included in the NADCP drug court standards will be implemented (see page 9).
- Describe how the treatment provider(s) will be selected and address the frequency with which key veterans treatment court members will monitor the providers. Monitoring should ensure that the treatment is effective. Describe the evidence base for the drug and other treatment intervention(s) to be used and how it is responsive to the needs of the target population.
- Describe the range of treatment modalities that will be provided to address the substance abuse, mental illness, and cognitive behavioral needs of participants.
- Describe how the court will identify, assess, and prioritize participation and services for high-risk/high-need persons. Identify the validated assessment tool that will be used. Provide information on why the specific assessment tool was selected, and identify who will administer the tool.
- If a post-adjudication drug court model is proposed, discuss how the concept of "early intervention" will be implemented.
- Discuss how the community has been engaged in the planning or operations of the ADC and describe the community partnerships available to support the program.
- Discuss how the court will make efforts to engage and support participants' families.
- If trauma-informed care is proposed, discuss how the model will be implemented.
- Demonstrate how the proposal conforms to the framework of the state drug court strategy, if one exists.
- Describe how participant treatment will be funded.
- Describe the plan to provide treatment and services to address opioid, stimulant, and substance abuse reduction.
- If delivering recovery support services, describe the agency and personnel that will administer the services and how those services are coordinated.
- For enhancement activities, if relevant, Identify the enhancement options discussed on page 7 for which funds are being requested and explain how each will be accomplished, fully addressing the criteria outlined above.

Category 4: Statewide Applicants (40 percent):

- Describe the specific design and objectives for the proposed statewide enhancement program.
- Describe which, if any, evidence-based principles and practices included in the NADCP drug court standards will be implemented (see page 9) and how the proposed use of funds will assist in their implementation. If the state is proposing to increase or improve implementation of its own state standards, describe those standards and how they will be implemented.
- Provide a program strategy identifying how one or more of the following statewide initiatives will be accomplished: supporting state or local implementation of a new drug court; best practice standards implementation; a TTA program and/or strategy for

operational drug court teams; tracking or compiling state drug court information and resources; disseminating statewide drug court information to enhance or strengthen drug court programs; increasing communication, coordination, and information sharing among drug court programs; conducting a statewide drug court evaluation; or establishing an automated drug court data collection system.

- Describe the statewide, data-driven drug court strategy, including the plan to expand the capacity of problem-solving courts to divert nonviolent substance-abusing defendants from incarceration, which may include state or local implementation of new drug courts and/or scaling up existing drug courts to better meet the existing and eligible defendant population that is high risk/high need. Demonstrate how this proposal will assist in implementing that state strategy.
- Describe the personnel required to coordinate the state-based TTA program. Describe the system and process for coordinating TTA to drug courts statewide. Detail how the state will assess, implement, and monitor the TTA needs of drug courts. Plans may include support from BJA's TTA providers (e.g., National Association of Drug Court Professionals, Center for Court Innovations, and Tribal Law and Policy Institute).
- Describe the state's plan to coordinate treatment and services statewide to address opioid, stimulant, and substance abuse reduction.
- Describe the detailed and randomized drug testing process and how it will occur throughout all components or phases of the program. Describe the mechanism which the court will use to ensure coverage and coordination of drug testing among all available agencies associated with clients.
- Describe the proposed frequency of judicial status hearings and related criteria in the program. Describe how the program will ensure consistent procedures in the status hearings.
- Describe the process the court will use to ensure a perception of procedural fairness throughout all court and program operations.
- Describe the plan for sustaining drug court programming after federal funding has ended.
- For VTCs serving violent offenders, describe the availability of anger management and domestic violence treatment.

3. Capabilities and Competencies

Category 1: VTC Implementation Applicants (20 percent):

- Indicate whether the current veterans treatment court team members have received training through the BJA Veterans Treatment Court Planning Initiative or through another opportunity. If not, describe any training received or planning completed.
- Identify each member of the veterans treatment court team and briefly describe their role and responsibilities. Key team members must include a judge, prosecutor, defense attorney, treatment provider, researcher/evaluator/ management information specialist, and VTC coordinator.

- Attach an MOU signed by each key VTC team member with the responsibilities outlined for each.
- Describe how effective communication and coordination among the team members will be implemented throughout the program period.
- Indicate whether the team includes members from local law enforcement and probation departments. If applicable, describe the roles of these members as related to staffing attendance, home visits, and court appearances.
- Describe the VTC program's proposed treatment partners; describe the history of this partnership and how the court will ensure these substance abuse treatment providers will use evidence-based treatment services, including MAT.

Category 2: VTC Applicants (20 percent):

- Identify each veterans treatment court team member who will have a significant role in implementing the enhancement and describe their role, responsibilities, and qualifications to ensure success of the proposed enhancement program. Key team members must include a judge, prosecutor, defense attorney, treatment provider, researcher/evaluator/ management information specialist, community supervision representative, and VTC coordinator.
- Identify personnel other than the team members who are critical to the enhancement program's successful implementation and discuss their roles, responsibilities, and qualifications. Discuss the organizational capabilities or competencies that will directly impact the ability to successfully implement the proposed enhancement.
- Describe the VTC program's proposed treatment partners, the history of the partnerships, and how the court will ensure that these substance abuse treatment providers use evidence-based treatment services and monitor the quality and effectiveness of service delivery.
- Attach an MOU signed by each key team member, with the responsibilities outlined for each.

Category 3: ADC Applicants (20 percent):

- Identify each drug court team member who will have a significant role in implementing and/or enhancing the ADC program. Describe their role, responsibilities, and qualifications to ensure success of the proposed strategy. Key drug court team members must include a judge, prosecutor, defense attorney, treatment provider, researcher/evaluator/ management information specialist, community supervision representative, and drug court coordinator.
- Identify personnel other than the team members who are critical to the program's successful implementation and/or enhancement and discuss their roles, responsibilities, and qualifications. Discuss the organizational capabilities or competencies that will directly impact the ability to successfully implement the proposed application.
- Describe the drug court program's proposed treatment partners, the history of the partnerships, and how the court will ensure that these substance abuse treatment

providers use evidence-based treatment services and monitor the quality and effectiveness of service delivery.

- Indicate whether the ADC court team members have received training through the BJA Drug Court Planning Initiative or through another opportunity. If not, describe any training received or planning completed.
- Describe how effective communication and coordination among the team members will be implemented throughout the program period.
- Indicate whether the drug court team does or will include members from local law enforcement and probation departments. If applicable, describe the roles of these members as related to staffing attendance, home visits, and court appearances.
- Attach an MOU signed by each key drug court team member, with the responsibilities outlined for each.

Category 4: Statewide Applicants (20 percent):

- Identify personnel who are critical to the program's successful implementation and discuss their roles, responsibilities, and qualifications. Discuss the organizational capabilities or competencies that will directly impact the ability to successfully implement the proposed enhancement and/or coordination of a state-based TTA program.
- For applications seeking to expand the launch of new local implementation plans, please also:
    - Identify each drug court team member who will have a significant role in implementing and/or enhancing the ADC program. Describe their role, responsibilities, and qualifications to ensure success of the proposed strategy. Key drug court team members must include a judge, prosecutor, defense attorney, treatment provider, researcher/evaluator/management information specialist, community supervision representative, and drug court coordinator.
    - Identify personnel other than the team members who are critical to the program's successful implementation and/or enhancement and discuss their roles, responsibilities, and qualifications. Discuss the organizational capabilities or competencies that will directly impact the ability to successfully implement the proposed application.
    - Describe the drug court program's proposed treatment partners, the history of the partnerships, and how the court will ensure that these substance abuse treatment providers use evidence-based treatment services and monitor the quality and effectiveness of service delivery.
    - Indicate whether the ADC court team members have received training through the BJA Drug Court Planning Initiative or through another opportunity. If not, describe any training received or planning completed.
    - Describe how effective communication and coordination among the team members will be implemented throughout the program period.

- Indicate whether the drug court team does or will include members from local law enforcement and probation departments. If applicable, describe the roles of these members as related to staffing attendance, home visits, and court appearances.
- Attach an MOU signed by each key drug court team member, with the responsibilities outlined for each.

4. Evaluation, Continued Care and Health Care Integration, Sustainment, and Plan for Collecting the Data Required for this Solicitation's Performance Measures

The applicant must describe its current ability to collect and analyze client-level demographic, performance, and outcome data and to conduct regular assessments of program service delivery and performance as described in the evidence-based program principles described in this solicitation on pages 9–10. All applicants must indicate their willingness and ability to report aggregated client-level performance and outcome data through BJA's PMT as well as identify the person responsible for collecting the data. Statewide applicants are expected to report on behalf of their subawardees.

Category 1: VTC Implementation Applicants (15 percent):

- Describe the steps the veterans treatment court will take to develop a performance management and evaluation plan. The plan should include strategies to collect data, review data, and use data to improve program performance, and it should discuss how the drug court will work with an evaluator when appropriate. Describe the program's screening tool and referral process, which ensure that participants screened and referred to the court mirror the jurisdiction's substance abuse arrestee percentages.
- Describe who will be responsible for, and the process of, the quarterly review of the actual number of participants served with grant funds as compared to the projected number of participants to be served. The Time Task Plan should reflect when and how the jurisdiction plans to reach that capacity and should be measured on a quarterly basis.
- Provide a client community reintegration or continued care strategy detailing the step down provisions for reintegration services to assist program graduates as they reintegrate into the community. The applicant should emphasize client access to drug-free or transitional housing. If applicable, the applicant is encouraged to consider and describe how its state's planned Medicaid expansion, as allowed under the Patient Protection and Affordable Care Act, will increase future program capacity or sustainability.
- Provide a sustainability plan detailing how veterans treatment court operations will be maintained after federal assistance ends. The sustainability plan should describe how current collaborations and evaluations will be used to leverage ongoing resources. BJA encourages the applicant to ensure sustainability by coordinating with local, state, and other federal resources. Allowable uses of funds under the BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program are court services and substance abuse treatment.
- Describe how operation and enhancement efforts will be maintained after federal assistance ends and how current collaborations and evaluations will be used to leverage ongoing resources.

Category 2: VTC Applicants (15 percent):

- Provide a plan detailing how the performance of court operations will be evaluated and managed. Describe the program's screening tool and referral process, which ensure that participants screened and referred to drug court mirror the jurisdiction's substance abuse arrestee percentages.
- Describe who will be responsible for, and the process of, the quarterly review of the actual number of participants served with grant funds as compared to the projected number of participants to be served. The Time Task Plan should reflect when and how the jurisdiction plans to reach that capacity and should be measured on a quarterly basis.
- Describe how operation and enhancement efforts will be maintained after federal assistance ends and how current collaborations and evaluations will be used to leverage ongoing resources.
- Provide a client community reintegration or continued care strategy detailing the step down provisions for reintegration services to assist program graduates as they reintegrate into the community. The applicant should emphasize client access to drug-free or transitional housing. If applicable, the applicant is encouraged to consider and describe how its state's planned Medicaid expansion, as allowed under the Patient Protection and Affordable Care Act, will increase future program capacity or sustainability.
- BJA encourages the applicant to ensure sustainability by coordinating with local, state, and other federal resources. Such resources, such as the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, have purpose areas to support court services and substance abuse treatment.

Category 3: ADC Applicants (15 percent):

- Describe the steps the adult drug court will take to develop a performance management and evaluation plan. The plan should include strategies to collect data, review data, and use data to improve program performance, and it should discuss how the drug court will work with an evaluator when appropriate. Describe the program's screening tool and referral process, which ensure that participants screened and referred to the court mirror the jurisdiction's substance abuse arrestee percentages.
- Describe who will be responsible for, and the process of, the quarterly review of the actual number of participants served with grant funds as compared to the projected number of participants to be served. The Time Task Plan should reflect when and how the jurisdiction plans to reach that capacity and should be measured on a quarterly basis.
- Provide a client community reintegration or continued care strategy detailing the step down provisions for reintegration services to assist program graduates as they reintegrate into the community. The applicant should emphasize client access to drug-free or transitional housing. If applicable, the applicant is encouraged to consider and describe how its state's planned Medicaid expansion, as allowed under the Patient Protection and Affordable Care Act, will increase future program capacity or sustainability.

- Provide a sustainability plan detailing how drug court operations will be maintained after federal assistance ends. The sustainability plan should describe how current collaborations and evaluations will be used to leverage ongoing resources. BJA encourages the applicant to ensure sustainability by coordinating with local, state, and other federal resources. Allowable uses of funds under the BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program are court services and substance abuse treatment.
- Describe how operation and enhancement efforts will be maintained after federal assistance ends and how current collaborations and evaluations will be used to leverage ongoing resources.

Category 4: Statewide Applicants (15 percent):

- Provide a plan detailing how enhancement activities will be managed and evaluated.
- Describe who will be responsible for the quarterly reporting of the number and type(s) of state-based TTA services provided on a quarterly basis.
- Describe how enhancement efforts will be maintained after federal assistance ends and how current collaborations and evaluations will be used to leverage ongoing resources.

5. Budget (5 percent)

All applicants must provide a proposed budget for the entire program period that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for program activities) and reflects the 25 percent match requirement (noting which budget line items are match amounts). Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures. Budget expenses that are not specifically tied to the courts and criminal justice processes should be reasonable and their use tied specifically back to the objectives of the drug court. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the objectives of the program.[6] The total amount being requested must be identified on the SF-424 and program abstract. Applicants must submit the Budget Detail Worksheet and Budget Narrative in one file.

Applicants should budget to have up to three team members attend up to two conferences or trainings per year to support ongoing capacity and success in implementation.

Review Process

BJA reviews an application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation requirements.

The following five paragraphs in this solicitation expressly modify the "Application Review Information" provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these five paragraphs instead of the guidance stated under the "Application Review Information" heading in the Guide.

[6] Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

• The application must be submitted by an eligible type of applicant.

• The application must request funding within programmatic funding constraints (if applicable).

• The application must be responsive to the scope of the solicitation.

• The application must include all items necessary to meet the basic minimum requirements.

For a list of the application elements that MUST be included in the application submission in order for an application to meet the basic minimum requirements, see "What an Application Should Include" under Section D. Application and Submission Information.

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation's review criteria. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. Peer reviewers' ratings and any resulting recommendations are advisory only, but are considered carefully.

Other important considerations for BJA include geographic diversity, strategic priorities (specifically including, but not limited to, those mentioned above relating to addressing specific challenges that rural communities face, addressing specific challenges presented by poverty, demonstrable potential enhancement to public safety in one or more federally designated Qualified Opportunity Zones), available funding, and the extent to which the Budget Detail Worksheet and Budget Narrative accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not

only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Please see the OJP Grant Application Resource Guide for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements
OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions prior to submitting an application.

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses

General Information About Post-Federal Award Reporting Requirements
In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2.

For contact information for Grants.gov, see page 2.

H. Other Information

Please see the OJP Grant Application Resource Guide for information on the following:

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

Appendix: Application Checklist
FY 2020 Adult Drug Court and Veterans Treatment Court Discretionary Grant Program

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see OJP Grant Application Resource Guide)
- ☐ Acquire or renew registration with SAM (see OJP Grant Application Resource Guide)

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see OJP Grant Application Resource Guide)
- ☐ Acquire AOR confirmation from the E-Biz POC (see OJP Grant Application Resource Guide)

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov (see OJP Grant Application Resource Guide)
- ☐ Select the correct Competition ID (see page 18)
- ☐ Access Funding Opportunity and Application Package (see OJP Grant Application Resource Guide)
- ☐ Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- ☐ Read Important Notice: Applying for Grants in Grants.gov
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see OJP Grant Application Resource Guide)

After Application Submission, Receive Grants.gov Email Notifications That:

- ☐ (1) application has been received
- ☐ (2) application has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- ☐ Contact BJA regarding technical difficulties (see OJP Grant Application Resource Guide)

Overview of Post-Award Legal Requirements:

- ☐ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards" in the OJP Funding Resource Center.

Scope Requirement:

☐ The federal amount requested is within the allowable limit(s) and not to exceed:

_____ $500,000 for Category 1: Implementation of Veterans Treatment Courts
_____ $500,000 for Category 2: Veterans Treatment Courts
_____ $500,000 for Category 3: Adult Drug Courts
_____ $750,000 for Category 4: Statewide Strategies to Support Adult Drug Court and Veterans Treatment Courts

Eligibility Requirement: See title page and Section C.

What an Application Should Include:

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements, will neither proceed to peer review, nor receive further consideration.

☐ Program Narrative	(see page 14)
☐ Budget Detail Worksheet (including Narrative)	(see OJP Grant Application Resource Guide)
☐ Time Task Plan	(see page 16)
☐ Fiscal Agent Memorandum of Understanding (MOU), if applicable	(see page 16)

☐ Application for Federal Assistance (SF-424)	(see OJP Grant Application Resource Guide)
☐ Project Abstract	(see page 12)
☐ Indirect Cost Rate Agreement (if applicable)	(see OJP Grant Application Resource Guide)
☐ Tribal Authorizing Resolution (if applicable)	(see OJP Grant Application Resource Guide)
☐ Financial Management and System of Internal Controls Questionnaire	(see OJP Grant Application Resource Guide)
☐ Disclosure of Lobbying Activities (SF-LLL)	(see OJP Grant Application Resource Guide)
☐ Applicant Disclosure of Pending Applications	(see OJP Grant Application Resource Guide)

☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see OJP Grant Application Resource Guide)

- ☐ Research and Evaluation Independence and Integrity (see OJP Grant Application Resource Guide)
- ☐ Request and Justification for Employee Compensation; Waiver (if applicable) (see OJP Grant Application Resource Guide)

Additional Attachments:

- ☐ Memorandum of Understanding Signed by Key Drug Court Team Members or by a Designated Agency Representative (see page 16)
- ☐ State Substance Abuse Agency Director or Designee Letter (see page 17)
- ☐ Chief Justice, State Court Administrator, or Designee Letter (see page 17)
- ☐ Applicant Disclosure of Proposed Subrecipients (see page 17)
- ☐ Documentation of rural challenges (if applicable) (see page 17)
- ☐ Documentation of high-poverty areas or persistent poverty counties (if applicable) (see page 17)
- ☐ Documentation of enhanced public safety in federally designated Qualified Opportunity Zones (if applicable) (see page 17)

Commissioners Court - Regular Session **31.**

Meeting Date: 03/23/2021

Interlocal Agreement for Fire Code and Investigations between the City of Coupland and Williamson County

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

Department: Fire Marshal Special Operations

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Interlocal Agreement for Fire Code and Investigations between the City of Coupland and Williamson County.

Background

This Interlocal Agreement will allow the Williamson County Fire Marshal's office to provide fire code review and fire investigations pursuant to the Interlocal Cooperation Act, Chapter 791 of Texas Government Code and Section 352.019 of the Texas Local Government Code. This agreement has been reviewed by Williamson County legal and all fees are paid by third parties. Paragraph 3 contains a 10-day notice of termination for convenience.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA City of Coupland

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/16/2021 09:46 AM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 09:07 AM
Fire Marshal Special Operations (Originator)	Hank Jones	03/18/2021 09:46 AM
Form Started By: Hank Jones		Started On: 03/16/2021 08:34 AM
Final Approval Date: 03/18/2021		

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

INTERLOCAL AGREEMENT FOR FIRE CODE AND INVESTIGATIONS BETWEEN THE CITY OF COUPLAND AND WILLIAMSON COUNTY

This Interlocal ("Interlocal"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 352.019 of the Texas Local Government Code, between Williamson County ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Williamson County, and the City of Coupland ("LOCAL GOVERNMENT") a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council,

In consideration of the foregoing and further consideration of the mutual promises, covenants, and conditions herein, the parties herby agree as follows:

I.
BASIC TERMS

COUNTY, by and through the Commissioners Court, herby affirmatively finds that the Project serves a public purpose.

COUNTY, by and through the Commissioners Court, herby affirmatively finds that COUNTY is specifically authorized by law to individually and independently undertake the Project on its own, with consent of LOCAL GOVERNMENT, as provided in this Interlocal.

LOCAL GOVERNMENT, by and through its City Council, herby affirmatively finds that LOCAL GOVERNMENT is specifically authorized by law to individually and independently undertake the Project on its own.

COUNTY and LOCAL GOVERNMENT, agree that, in performing the governmental functions contemplated in this Interlocal or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

COUNTY and LOCAL GOVERNMENT affirmatively find that the performance of this Interlocal is in the common interest of both parties, that undertaking this Interlocal will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Interlocal.

Neither COUNTY nor LOCAL GOVERNMENT intends for any third party to obtain a right by virtue of this Interlocal.

LOCAL GOVERNMENT agrees that COUNTY shall not be required to perform this Interlocal within any time limit.

COUNTY and LOCAL GOVERNMENT understand and agree that COUNTY is an Independent Contractor and that at no time will COUNTY's employees, agents or assignees be deemed for any purpose to be employees or agents of LOCAL GOVERNMENT,

COUNTY and LOCAL GOVERNMENT understand and agree that LOCAL GOVERNMENT is an Independent Contractor and that at no time will LOCAL GOVERNMENT's employees, agents or assignees be deemed for any purpose to be employees or agents of COUNTY.

COUNTY and LOCAL GOVERNMENT intend that the COUNTY Fire Marshal may enforce orders and decrees within the LOCAL GOVERNMENT as specifically required to do so by this Interlocal and that the COUNTY Fire Marshal may act in a cooperative and advisory capacity as provided in this Interlocal.

II.
PURPOSE

The purpose of this Project is to provide for fire code premise inspection services and fire investigation services within LOCAL GOVERNMENT's city limits that are also inside COUNTY.

III.
TERM

The term of this Interlocal will be from the date of execution by the last party hereto until midnight on November 30, 2021, and automatically renewing each December 1 for a one-year term. Either party may terminate this Interlocal, with or without cause, by giving at least ten(10) days written notice to the other party.

IV.
PROJECT DESCRIPTION

A. Fire Code Premise Inspection Services
   1. Fire Code Premise Inspection Services shall not begin until the following have all occurred:
      a. The LOCAL GOVERNMENT has adopted the same local fire code as currently adopted by COUNTY; and
      b. The LOCAL GOVERNMENT has adopted the same fee schedule for permits and inspections that apply to the unincorporated portions of the COUNTY.
   2. Upon compliance with Section IV, (A) (1), LOCAL GOVERNMENT will identify premises that should comply with the current local fire code and will cause the owner or applicant to send plans, specifications and other data to the COUNTY Fire Marshal,
   3. The COUNTY Fire Marshal will review, comment, issue permits, inspect and require corrections, follow-ups, etc., substantially the same way that the Fire Marshal does for premises outside City limits, and
   4. The COUNTY will assess and collect, directly from the owner or applicant, the same fees for permits and inspections that apply in the unincorporated portions of the

COUNTY. The COUNTY is not responsible for filing or prosecuting enforcement proceedings.

5. It is understood that neither the current local fire code nor this Interlocal will apply to one-or two-family residential buildings.

B. Fire Investigation Services

1. COUNTY shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion.
2. COUNTY shall work with the various firefighting and fire prevention units in the county, which includes assisting LOCAL GOVERNMENT to accomplish its powers and duties.
3. The COUNTY Fire Marshal shall conduct fire investigations and enforce orders/decrees within the municipality as provided in Texas Local Government Code Section 352.109.

V.
PROJECT LOCATION

The location of the Project is within the city limits of LOCAL GOVERNMENT.

SCOPE OF WORK

COUNTY'S RESPONSIBILITIES:

COUNTY will make its Fire Marshal and staff available for the purposes of the Project.

LOCAL GOVERNMENT'S RESPONSIBILITIES

LOCAL GOVERNMENT will be responsible for identifying premises which must comply with the current local fire code, causing the owner or applicant to send plans, specifications and other data to the COUNTY and filing or prosecuting enforcement proceedings. LOCAL GOVERNMENT shall also be responsible for contacting the County Fire Marshal to request Fire Investigation Services, when needed.

At LOCAL GOVERNMENT's sole expense, LOCAL GOVERNMENT will furnish the labor, equipment and materials necessary to perform its responsibilities under this Interlocal. LOCAL GOVERNMENT will provide all appropriate supervisory personnel necessary to coordinate the efforts of COUNTY and LOCAL GOVERNMENT personnel.

VI.
MISCELLANEOUS

By entering into the Interlocal, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Interlocal.

Nothing in this Interlocal shall create any rights or obligations in any party who is not a signatory to this Interlocal.

Nothing in this Interlocal will be deemed to constitute a waiver of sovereign immunity or powers of LOCAL GOVERNMENT, The County, the Williamson County Commissioners Court, or the Williamson County Judge.

This is the complete Interlocal by and between the Parties on the subject matter of the Interlocal. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Interlocal.

This Interlocal may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Interlocal, nor any modification or amendment of this Interlocal, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

The Parties mutually agree to act in good faith in the performance of this Interlocal.

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

This Interlocal may not be assigned.

LOCAL GOVERNMENT agrees and understands that: by law, the Williamson County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Williamson County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Williamson County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Williamson County Attorney's Office was offered solely to benefit its client; LOCAL GOVERNMENT and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

It is expressly understood and agreed that this Interlocal will have no force or effect until duly executed by all parties and that it replaces any prior agreements, discussions, representations, warranties and/or covenants.

Notices, correspondence, and all other communications shall be address as follows:

If to COUNTY:

Williamson County
Attn: County Judge
710 S Main Street, Ste. 101
Georgetown, Texas 78626

If to LOCAL GOVERNMENT: City of Coupland

ATTN: Jack R. Piper
Mayor

PO Box 581
Address

Coupland, TX 78615-0581

IN WITNESS WHEREOF, the parties have executed this Interlocal on the dates indicated.

WILLIAMSON COUNTY:

Bill Gravell Jr., Williamson County Judge

Date: _____

Attest:

Nancy E. Rister, Williamson County Clerk

Reviewed:

Fire Marshal

City of Coupland

Mayor

Date: 3-11-2021

Attest:

LaVerne Rohlack
City Secretary

Commissioners Court - Regular Session **32.**

Meeting Date: 03/23/2021

Cavallo Energy Dispute Letter

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to sign letter notifying Cavallo Energy Texas LLC of good faith dispute involving inflated invoice charges for Transmission and Distribution Losses and UFE Fees during February 2021 weather event and asking for reissued invoices in the best interest of the taxpayers of Williamson County, Texas.

Background

Williamson County is a member of P3 (Public Power Pool) for electricity. They have advised the County to dispute recent electric bills from Calvallo that include an inflated line item charge for "T&D Losses" - also known as "Line Losses". And to also dispute charges referred to as a UFE fee. These charges are a result of the February 2021 Winter Weather event. There is much discussion about easing the burden on consumers and potential legal, regulatory and legislative action is expected over the coming weeks and months. Until state officials have properly clarified the situation, P3 regards a delay in the payment of line losses as prudent.

Under Article 6(h) of the contract, if there is a good faith dispute regarding any invoice, the member will pay the undisputed amount of the invoice and notify the provider of the dispute within 21 days of receiving the invoice. The attached letter was drafted by County legal and from guidance provided by P3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dispute Letter Cavallo Energy LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:13 AM
Form Started By: Julie Kiley		Started On: 03/18/2021 08:17 AM
Final Approval Date: 03/18/2021		

March 23, 2021

Cavallo Energy Texas LLC
1500 Rankin Rd., Ste. 200
Houston, TX 77073

In re: Williamson County Account No. 145455, including invoice Nos.:
210610003728638 ($290.23);
210610003728515 ($665.64);
210610003728516 ($676.42);
210610003728317 (15.06);
210610003728567 ($1,705.92);
210610003728369 ($4,011.32);
210610003728361 ($19.12); and
210610003728409 ($689.47); and
Additional Williamson County Account Nos.:
142566; 144386; 138286; 138297; 139949; 141207; 142208; 142209; 142210; 142994; 142995; 143358; 143831; 143832; 144388; 144724; 145454; 145456; 145467; 147174; 176396; 150873; 142211; 143834; 138284; 142567; 143359; 143360; 144387; 139706; 142568; 142569; 142996; 143143; 143833; 144385; and 138283.

To Whom It May Concern:

Williamson County has received the above-referenced invoices with inflated amounts from the usual monthly billing, which are apparently based on the recent

February weather event and additional line item charges for transmission and distribution ("T&D") losses and UFE.

Please be informed that any goods or services purchased for and rendered to Williamson County are *subject to* the public policy and laws of the state of Texas. ***See e.g.*, Tex. Loc. Gov't Code Ch. 111 (mandating "strict compliance" and accountability in regard to the expenditure of public funds).** In addition to approval from the county auditor for payment of invoices, only the county's commissioners court may approve contracts pursuant to its policies and procedures. ***Anderson v. Wood*, 137 Tex. 201, 152 S.W.2d 1084 (1941).**

WE ARE DISPUTING BOTH THE LEGAL AND FACTUAL BASIS FOR CALCULATION OF CHARGES FOR TRANSMISSION AND DISTRIBUTION LOSSES AND UFE DURING THE MONTH OF FEBRUARY 2021. PAYMENT OF THOSE CHARGES IS BEING WITHHELD AT THIS TIME.

Thus, we request that you remove all charges for T&D Losses and UFE immediately and reissue the above invoices and any additional invoices associated with the Williamson County account.

Your prompt attention and cooperation is expected and appreciated.

Sincerely,

Hon. Bill Gravell
Williamson County Judge

Cc: County Auditor
County General Counsel

Commissioners Court - Regular Session **33.**

Meeting Date: 03/23/2021

Park Donation BA Rev 03.23.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation includes $1,313.00 in donations for firewood and other general park donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$1,313.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:08 AM
Form Started By: Melanie Denny		Started On: 03/17/2021 12:12 PM
Final Approval Date: 03/18/2021		

Commissioners Court - Regular Session **34.**

Meeting Date: 03/23/2021

Park Donation BA Exp 03.23.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation includes $1,313.00 in donations for firewood and other general park donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$1,313.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:08 AM
Form Started By: Melanie Denny		Started On: 03/17/2021 12:12 PM
Final Approval Date: 03/18/2021		

Commissioners Court - Regular Session **35.**

Meeting Date: 03/23/2021

2015 Certificates of Obligation Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $250,000 from 2015 CO Non-Departmental (P356) to Juvenile Justice Center-HVAC System Replacement (P533).

Background

This transfer is needed to provide additional funding for P533, Juvenile Justice Center-HVAC System Replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:10 AM
Form Started By: Tomika Lynce		Started On: 03/17/2021 04:44 PM
Final Approval Date: 03/18/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 03/23/2021

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	02/09/2021 08:43 AM
Form Started By: Vicky Edwards		Started On: 02/08/2021 03:37 PM
Final Approval Date: 02/09/2021		

Commissioners Court - Regular Session **37.**

Meeting Date: 03/23/2021

Awarding IFB T2911 Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB T2911 Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping to the lowest responsive bidder Texas Material Group Inc and authorizing execution of the agreement.

Background

Purchasing solicited sealed bids for Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping. The bids have been reviewed and the apparent low bid (**Texas Materials Group, Inc**) was found to be responsive, mathematically correct, and materially balanced. The Contractor's low base bid is $167,886.48 below the Engineer's Estimate, a cost decrease of 43.1%. In addition to meeting the bid qualifications subject to being low bidder, **Texas Materials Group, Inc**. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $221,622.52 and the previous work experience, we recommend awarding **Texas Materials Group, Inc.** the contract for the Schultz Ln and Meister Ln Milling and Overlay project. T2911 & T2912-Funding Source-01.0200.0210.003599. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement
Statement of Opening
Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2021 03:54 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 03:59 PM
Form Started By: Kim Chappius		Started On: 03/10/2021 02:15 PM
Final Approval Date: 03/17/2021		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas Materials Group Inc ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T2911, Schultz Lane and Meister Lane Milling and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Twenty One Thousand Six Hundred Twenty Two Dollars and Fifty Two Cents ($221,622.52) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation #T2911, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 **Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: _____15____ days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed ___20___ days from the notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred **dollars per day ($200/Day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

Texas Materials Group Inc

By: _____

Printed Name: Rodney McCarn

Title: VP/GM

Date: 3/5/21

Contractor's Designated Representative:

_____
Travis King
_____
_____
_____
Phone 512 662 5366
Fax _____

Statement of Opening

Read-only. Return to draft to continue editing the document

RETURN TO DRAFT

Statement of opening of offers

The registration period for the purchase process IFB Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping is closed on Feb 05, 2021 (Fri), 2:00 PM.

On Feb 05, 2021 (Fri), 2:01:00 PM, Kim Chappius opened the registrations.

Entries submitted after the closing date, Feb 05, 2021 (Fri), 2:00 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF6178	**Alpha Paving Industries LLC** By: Alpha Paving Industries LLC	Feb 05, 2021 (Fri), 11:22:29 AM
2	OF6235	**Texas Materials Group, Inc.** By: Texas Materials Group, Inc.	Feb 05, 2021 (Fri), 12:37:35 PM
3	OF6053	**Lone Star Paving** By: Lone Star Paving	Feb 05, 2021 (Fri), 1:02:27 PM
4	OF5953	**Austin Materials LLC** By: Austin Materials LLC	Feb 05, 2021 (Fri), 1:39:30 PM

Registration prices:

Alpha Paving Industries LLC - Submitted price: $ 407,496.80

Texas Materials Group, Inc. - Submitted price: $ 221,622.52

Published

WILLIAMSON COUNTY
1848

February 9, 2021

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Schultz Ln and Meister Ln Milling and Overlay IFB T2911

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - $221,622.52
2. Austin Materials LLC - $278,333.05
3. Lone Star Paving Company - $324,969.15
4. Alpha Paving Industries LLC - $407,496.80

The Contractor's low base bid is $167,886.48 below the Engineer's Estimate, a cost decrease of 43.1%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $221,622.52 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Texas Materials Group, Inc. the contract for the Schultz Ln and Meister Ln Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **38.**

Meeting Date: 03/23/2021

Awarding IFB T2912 Gattis School Road and Red Bud Ln Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB T2912 Gattis School Road and Red Bud Ln Milling, Sealing and Overlay to the lowest responsive bidder Texas Material Group, Inc. and authorizing execution of the agreement.

Background

THe Purchasing Department solicited sealed bids for Gattis School Road and Red Bud Ln Milling, Sealing and Overlay. The bids have been reviewed and the apparent low bid (**Texas Materials Group, Inc**) was found to be responsive, mathematically correct, and materially balanced. The Contractor's low base bid is $148,397.25 below the Engineer's Estimate, a cost decrease of 18.7%. In addition to meeting the bid qualifications subject to being low bidder, **Texas Materials Group, Inc**. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $644,240.75 and the previous work experience, we recommend awarding **Texas Materials Group, Inc.** the contract for the Gattis School Road and Red Bud Ln Milling, Sealing and Overlay project. T2912-Funding Source-01.0200.0210.003599. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement
Statement of Opening
Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2021 04:00 PM
County Judge Exec Asst.	Andrea Schiele	03/17/2021 04:08 PM
Form Started By: Kim Chappius		Started On: 03/10/2021 02:49 PM
Final Approval Date: 03/17/2021		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Texas Materials Group Inc ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # T2912, Gattis School Road and Red Bud Lane Milling and Overlay; **including the specifications set forth therein, which is incorporated herein as if copied in full.**

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Six Hundred Forty Four Thousand Two Hundred Forty Dollars and Seventy Five Cents ($644,240.75) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation #T2912, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: _____15____ days from the Notice to Proceed

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed ___20___ days from the notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred **dollars per day ($200/Day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

Texas Materials Group Inc

By: _____

Printed Name: Rodney McCarn

Title: VP/GM

Date: 3/5/21

Contractor's Designated Representative:

_____
Trawy King
_____
_____
_____
Phone 512-662-5366
Fax _____

Statement of Opening

Read-only. Return to draft to continue editing the document

RETURN TO DRAFT

Statement of opening of offers

The registration period for the purchase process IFB Gattis School Road and Red Bud Ln Milling, Sealing and Overlay is closed on Feb 05, 2021 (Fri), 2:30 PM.

On Feb 05, 2021 (Fri), 2:31:00 PM, Kim Chappius opened the registrations.

Entries submitted after the closing date, Feb 05, 2021 (Fri), 2:30 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF6177	**Alpha Paving Industries LLC** By: Alpha Paving Industries LLC	Feb 05, 2021 (Fri), 11:12:10 AM
2	OF6237	**Texas Materials Group, Inc.** By: Texas Materials Group, Inc.	Feb 05, 2021 (Fri), 12:35:10 PM
3	OF5948	**Austin Materials LLC** By: Austin Materials LLC	Feb 05, 2021 (Fri), 2:16:08 PM
4	OF6030	**Lone Star Paving** By: Lone Star Paving	Feb 05, 2021 (Fri), 2:29:08 PM

Registration prices:

Alpha Paving Industries LLC - Submitted price: $ 1,119,625.53

Texas Materials Group, Inc. - Submitted price: $ 644,240.75

Published

WILLIAMSON COUNTY
1848

February 9, 2021

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Gattis School Rd and Red Bud Ln Milling and Overlay
IFB T2912

Please find below the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - $644,240.75
2. Austin Materials LLC - $723,364.33
3. Lone Star Paving Company - $793,947.65
4. Alpha Paving Industries LLC - $1,119,625.53

The Contractor's low base bid is $148,397.25 below the Engineer's Estimate, a cost decrease of 18.7%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $644,240.75 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Texas Materials Group, Inc. the contract for the Gattis School Rd and Red Bud Ln Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **39.**

Meeting Date: 03/23/2021

1810-265 North Mays Extension 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 $364,733.96 for North Mays Extension (Capital Excavation), a Road Bond project in Commissioner Pct. 1. P: 224 Funding Source: Road Bond

Background

This Change Order adds a pay item to compensate the Contractor, Capital Excavation, for extended project overhead costs caused by delays to the utility relocations. The plans included Special Provision 002-WC02 Utilities Important Notice to Contractors that provided the estimated utility clear dates for utilities in conflict with the construction of the roadway at the time of the bid letting date. This Change Order also adds nine (9) months of barricades to the project related to the 279 days added to the Contract.

Utility	Estimated Clear Date	Actual Clear Date	Difference
AT&T	6/30/19	4/30/20	305 days
Oncor	2/28/19	9/28/20	343 days
Spectrum/Charter	6/30/19	7/16/20	382 days

Each utility was in conflict in multiple locations on the project. The Contractor requests extended overhead costs for nine (9) months of impact. The extended overhead includes the cost for management of the project, including the Project Manager, Project Engineer, Superintendent, Utility Superintendent and related vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-265 N Mays Ext CO6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:07 AM
Form Started By: Dawn Haggard		Started On: 03/17/2021 10:35 AM
Final Approval Date: 03/18/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 6

Project:	*1810-265*
Roadway:	*N. Mays Extension*
CSJ Number:	

1. CONTRACTOR: **Captial Excavation**
2. Change Order Work Limits: Sta. **26+21** to Sta. **79+10**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **6C** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

6. Work to be performed in accordance with Items: **See Attached.**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time. overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3-11-21

By

Typed/Printed Name **Scott J. Budd**

Typed/Printed Title **Vice President**

The following information must be provided

Time Ext. #: **1** Days added on this CO: **279**

Amount added by this change order: **$364,733.96**

RECOMMENDED FOR EXECUTION:

Project Manager Date 3/11/21

N/A
Design Engineer Date

Program Manager Date 3/15/2021

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
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,000.00	14.00	$14,000.00	9.00	23.00	$23,000.00	$9,000.00
999-WC05	EXTENDED PROJECT OVERHEAD FOR UTILITY RELOCATION IMPACT	LS	$355,733.96	0.00	$0.00	1.00	1.00	$355,733.96	$355,733.96
TOTALS					$14,000.00			$378,733.96	$364,733.96

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

North Mays Extension
Williamson County Project No. 1810-265

Change Order No. 6

Reason for Change

This Change Order adds a pay item to compensate the Contractor, Capital Excavation, for extended project overhead costs caused by delays to the utility relocations. The plans included Special Provision 002-WC02 Utilities Important Notice to Contractors that provided the estimated utility clear dates for utilities in conflict with the construction of the roadway at the time of the bid letting date. This Change Order also adds nine (9) months of barricades to the project related to the 279 days added to the Contract.

Utility	Estimated Clear Date	Actual Clear Date	Difference
AT&T	6/30/19	4/30/20	305 days
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Spectrum/Charter	6/30/19	7/16/20	382 days

Each utility was in conflict in multiple locations on the project. The Contractor requests extended overhead costs for nine (9) months of impact. The extended overhead includes the cost for management of the project, including the Project Manager, Project Engineer, Superintendent, Utility Superintendent and related vehicles.

Following is a summary of new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
999-WC05	EXTENDED POJECT OVERHEAD FOR UTILITY RELOCATION IMPACT	1.00	LS

This Change Order results in a net increase of $364,733.96 to the Contract amount, for an adjusted Contract total of $11,448,871.48. The original Contract amount was $10,775,835.75. As a result of this and all Change Orders to-date, the Contract has been increased by $673,035.73, resulting in a 6.25% net increase in the Contract cost. As a result of this Change Order, two hundred and seventy-nine days (279) days will be added to the contract for a total duration of 689 days.

HNTB Corporation

Lowell D. Choate, P.E.

WILLIAMSON COUNTY - NORTH MAYS EXTENSION
CHANGE ORDER #9

CONTRACTOR:	Capital Excavation	PROJECT NO.	1810-265
CSJ NUMBER:		PROJECT NAME:	North Mays Extension
ADDRESS:	2967 Business Park Dr.	CONTRACT BID DATE:	14-Nov-18
	Buda, TX 78610	CONTRACT AWARD DATE:	4-Dec-18
CONTACT PERSON	Cliff Alexander	START DATE:	28-Jan-19
EMAIL:	calexander@capitalexcavation.com	ESTIMATED COMPLETION:	12-Mar-20
TELEPHONE #	512-486-3687	TIME IMPACT #1 COMPLETION:	14-Dec-20

RELOCATION OF UTILITIES TIME EXTENSION SUMMARY

1	The below content is actual costs that were incurred during the 277 calendar day delay due to the incompletion of utility relocations.	
2	The link below contains access to the Rebaseline and Updated schedule, which shows a schedule delay of 277 calendar days, or more than nine months.	
	https://capitalexcavation1-my.sharepoint.com/:f:/g/personal/byoung_capitalexcavation_com/Esy-XTaLSYhMkCMiNSN-rCgBFubIE5P1_cwPQtGj4E8efQ?e=LIiAbh	
3	This time extension costs include the additional maintenance of the SW3P plan, additional supervisory overhead, trucking costs of demobilization and remobilization of equipment, and the additional monthly charges of temporary facilities.	
4	These costs do not include the current items in the contract that are currently charged monthly	
5	This summary includes the additional costs, due to the additional seven months on site, of the items listed below:	
	A	Erosion Control / SWPPP Maintenances & Inspections
	B-C	Supervisory overhead and vehicle
	D	Equipment demobilization and remobilization (also including temporary unloading of storm troopers)
	E	Monthly costs of temporary facilities, such as storage, portable toilets, etc.
6	Unit pricing below is based off of actual job costs from March 12, 2020 thru December 14, 2020.	

TIME DELAY COSTS (MARCH 12, 2020 thru projected completion per schedule)

TAB	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A	SWPPP	9.00	MO	$ 5,574.48	$ 50,170.32
B	SUPERINTENDENT & FOREMAN	9.00	MO	$ 25,277.58	$ 227,498.23
C	PROJECT COORDINATOR	9.00	MO	$ 3,516.41	$ 31,647.65
D	EQUIPMENT MOVES	9.00	MO	$ 1,242.87	$ 11,185.80
E	TEMPORARY FACILITIES	9.00	MO	$ 3,914.66	$ 35,231.95
TOTAL TIME EXTENSION SUMMARY		**9.00**	**MO**	**$ 39,526.00**	**$ 355,733.96**

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
SWPPP	9.00	MO	$ 5,574.48	$ 50,170.32

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
LABOR	403.0		HR		$ 20.37		$ 8,209.11
					SUBTOTAL:		$ 8,209.11
					25% Labor Mark-Up		$ 2,052.28
					55% Ins. & Tax Mark		$ 4,515.01
					LABOR TOTAL		***$ 14,776.40***
EQUIPMENT							
FOREMAN TRUCK	132.0		HR		$ 19.28		$ 2,544.96
BACKHOE, 420	170.0		HR		$ 44.19		$ 7,512.30
EXCAVATOR, 336	23.0		HR		$ 128.38		$ 2,952.74
WHEEL LOADER, 938	56.0		HR		$ 53.76		$ 3,010.56
DITCH WITCH, FXT65 or VERMEER 50X-500	72.0		HR		$ 30.60		$ 2,203.20
POWER BROOM, BROCE 350 SERIES	312.0		HR		$ 30.95		$ 9,656.40
					SUBTOTAL:		$ 27,880.16
					15% Mark-Up		$ 4,182.02
					EQUIPMENT TOTAL		***$ 32,062.18***
MATERIALS							
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
COMPLIANCE RESOURCES	9.0		MO		$ 300.00		$ 2,700.00
							$ -
					SUBTOTAL:		$ 2,700.00
					5% Mark-Up		$ 135.00
					SUBS TOTAL		***$ 2,835.00***
					TOTAL LESS BOND		**$ 49,673.58**
			BOND		1%		**$ 496.74**
			THIS CHANGE ORDER				**$ 50,170.32**

COMPLIANCE RESOURCES, INC.
P.O. Box 2628
Georgetown, TX 78627

Invoice 2020-1666

Invoice Date	Due Date
3/31/2020	4/30/2020

Bill To

Capital Excavation Co.
2967 Business Park Dr
Buda, TX 78610

RECEIVED
APR 0 6 2020

Billing for the month ending	3/31/2020

571 C

Vendor#	Project
	Williamson County North Mays Extension

Hours/Qty	Item	Project Description	Rate	Amount
1	Weekly Const Insp	Weekly Construction Inspections for Williamson County North Mays Extension Precinct Number 1	300.00	300.00

account	job/item/type	$$$
571	999-4004/0	300.00

coded: AL 410 approved 4.14.20

MM

Billing Questions? Contact Destiny Bozeman 512-930-7733
Questions or changes to the project? Please contact your Project Manager:

Austin / Temple / Waco: Rebecca Hebert 512-987-8925
Houston: Kassie Gnospelius 281-779-5397
San Antonio: Gretchen Reutzel 210-889-7126
Dallas: Amber Scheler 512-930-7733

Total	$300.00
Payments/Credits	$0.00
Balance Due	$300.00

Customer Total Balance $7,087.50

EquipmentWatch.

www.equipmentwatch.com

Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.

Model Image

Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	**1**		

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	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($16.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

equipmentwatch.com

Non-Active Use Rates	Hourly
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US$

Adjustments for BH79 in All Saved Models

June 28, 2018

Caterpillar 420F (disc. 2017)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420F (disc. 2017)

Net Horsepower	**93 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	$4,080.00	$1,140.00	$285.00	$43.00	$21.10	$44.28
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 99.6%)	($16.32)	($4.56)	($1.14)	($0.17)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$4,063.68**	**$1,135.44**	**$283.86**	**$42.83**	**$21.10**	**$44.19**

Non-Active Use Rates	Hourly
Standby Rate	$12.24
Idling Rate	$32.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	$1,387.20/mo
Overhaul (ownership)	47%	$1,917.60/mo
CFC (ownership)	8%	$326.40/mo
Indirect (ownership)	11%	$448.80/mo
Fuel (operating) @ 2.57	44%	$9.30/hr

Revised Date: 1st Half 2018

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.

The equipment represented in this report has been exclusively prepared for GARY BOTKIN (gbotkin@capitalexcavation.com)

EquipmentWatch.

www.equipmentwatch.com

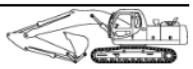
All prices shown in US dollars ($)

Adjustments for TH49 in All Saved Models

October 12, 2020

Caterpillar 336F L
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
N/A



Configuration for 336F L

Bucket Capacity	**3.2 cu yd**	Horsepower	**303 hp**
Operating Weight	**88400 lbs**	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 $11,360.00	USD $3,180.00	USD $795.00	USD $120.00	USD $68.15	USD $132.70
Adjustments						
Region (Austin, Texas: 93.5%)	(USD $738.40)	(USD $206.70)	(USD $51.67)	(USD $7.80)		
Model Year (2016: 99.8%)	(USD $21.54)	(USD $6.03)	(USD $1.51)	(USD $0.23)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $10,600.06**	**USD $2,967.27**	**USD $741.82**	**USD $111.97**	**USD $68.15**	**USD $128.38**

Non-Active Use Rates	Hourly
Standby Rate	USD $30.72
Idling Rate	USD $90.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	USD $4,544.00/mo

Overhaul (ownership)	49%	USD $5,566.40/mo
CFC (ownership)	6%	USD $681.60/mo
Indirect (ownership)	5%	USD $568.00/mo
Fuel (operating) @ USD 2.40	45%	USD $30.54/hr

Revised Date: 2nd half 2020

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EquipmentWatch.

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Adjustments for WL49 in CAP EX EQUIPMENT

January 18, 2017

Caterpillar 938G SERIES II (disc. 2008)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
29,657 lbs.



Configuration for 938G SERIES II (disc. 2008)

Bucket Capacity - Heaped	**3.65 cu yd**	Net Horsepower	**160 hp**
Power Mode	**Diesel**	Operator Protection	**EROPS**

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	$4,595.00	$1,285.00	$320.00	$48.00	$27.80	$53.91
Adjustments						
Region (Austin: 92.4%)	($349.22)	($97.66)	($24.32)	($3.65)		
Model Year (2005: 107.6%)	$322.68	$90.24	$22.47	$3.37		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	**$4,568.46**	**$1,277.58**	**$318.15**	**$47.72**	**$27.80**	**$53.76**

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	$1,929.90/mo
Overhaul (ownership)	38%	$1,746.10/mo
CFC (ownership)	8%	$367.60/mo
Indirect (ownership)	12%	$551.40/mo
Fuel (operating) @ 2.36	43%	$12.08/hr

Revised Date: 2nd Half 2016

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 8, 2021

Ditch Witch FXT65
Vacuum Trucks

Size Class:
All
Weight:
N/A

Configuration for FXT65

Power Mode	**Diesel**	Water Tank Capacity	**400 gal**
Spoils Tank Capacity	**800 gal**	Carrier Power Mode	**Diesel**
Carrier Horsepower	**74 hp**	Carrier Gvwr	**33000 lbs**
System Air Flow	**1215 cu ft/min**	Maximum Flow	**5.5 gal/min**

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 $2,810.00	USD $785.00	USD $195.00	USD $29.00	USD $14.63	USD $30.60
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,810.00**	**USD $785.00**	**USD $195.00**	**USD $29.00**	**USD $14.63**	**USD $30.60**

Non-Active Use Rates	Hourly
Standby Rate	USD $8.30
Idling Rate	USD $20.55

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $1,039.70/mo
Overhaul (ownership)	48%	USD $1,348.80/mo
CFC (ownership)	3%	USD $84.30/mo
Indirect (ownership)	12%	USD $337.20/mo
Fuel (operating) @ USD 2.53	31%	USD $4.58/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Adjustments for BR5 in All Saved Models

January 7, 2021

Broce RJ-350
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A

Configuration for RJ-350

Horsepower	**80.0**	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 $2,685.00	USD $750.00	USD $190.00	USD $29.00	USD $18.53	USD $33.79
Adjustments						
Region (Texas: 92.2%)	(USD $209.43)	(USD $58.50)	(USD $14.82)	(USD $2.26)		
Model Year (2001: 88.3%)	(USD $289.64)	(USD $80.91)	(USD $20.50)	(USD $3.13)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,185.93**	**USD $610.59**	**USD $154.68**	**USD $23.61**	**USD $18.53**	**USD $30.95**

Non-Active Use Rates	Hourly
Standby Rate	USD $5.59
Idling Rate	USD $19.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $993.45/mo
Overhaul (ownership)	55%	USD $1,476.75/mo
CPC (ownership)	2%	USD $53.70/mo
Indirect (ownership)	6%	USD $161.10/mo
Fuel (operating) @ USD 2.53	40%	USD $7.48/hr

Revised Date: 1st half 2021

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www.equipmentwatch.com

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Supervisory Positions	9.00	MO	$ 25,277.58	$ 227,498.23

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
SUPERINTENDENT	1,368.0		HR				$ 58,071.60
FOREMAN	800.0		HR				$ 40,360.00
					SUBTOTAL:		$ 98,431.60
					25% Labor Mark-Up		$ 24,607.90
					55% Ins. & Tax Mark		$ 54,137.38
					LABOR TOTAL		***$ 177,176.88***
EQUIPMENT							
SUPERINTENDENT TRUCK	1,368.0		HR		$ 19.28		$ 26,375.04
FOREMAN TRUCK	800.0		HR		$ 19.28		$ 15,424.00
					SUBTOTAL:		$ 41,799.04
					15% Mark-Up		$ 6,269.86
					EQUIPMENT TOTAL		***$ 48,068.90***
MATERIALS							
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
							$ -
					SUBTOTAL:		$ -
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 225,245.78**
		BOND			1%		**$ 2,252.46**
		THIS CHANGE ORDER					**$ 227,498.23**

EquipmentWatch.

www.equipmentwatch.com

Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.



Configuration for 4X2 1 234 CONV GAS

Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	1		

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	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

Non-Active Use Rates	**Hourly**
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

EquipmentWatch.

www.equipmentwatch.com

Adjustments for Chevy 1 Ton Truck 04 in CAP EX EQUIPMENT

February 22, 2019

Miscellaneous 4X2 1 234 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4,133 lbs.

Model Image

Configuration for 4X2 1 234 CONV GAS

Axle Configuration	**4X2**	Power Mode	**Gasoline**
Horsepower	**234**	Cab Type	**Conventional**
Ton Rating	1		

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	$780.00	$220.00	$55.00	$8.00	$15.65	$20.08
Adjustments						
Region (Texas: 91.4%)	($67.08)	($18.92)	($4.73)	($0.69)		
Model Year (2004: 89.6%)	($74.14)	($20.91)	($5.23)	($0.76)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$638.78**	**$180.17**	**$45.04**	**$6.55**	**$15.65**	**$19.28**

Non-Active Use Rates	**Hourly**
Standby Rate	$2.58
Idling Rate	$15.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$421.20/mo
Overhaul (ownership)	29%	$226.20/mo
CFC (ownership)	7%	$54.60/mo
Indirect (ownership)	10%	$78.00/mo
Fuel (operating) @ 2.75	78%	$12.23/hr

Revised Date: 1st Half 2019

www.equipmentwatch.com

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Project Coordinator	**9.00**	**MO**	**$ 3,516.41**	**$ 31,647.65**

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
PROJECT COORDINATOR	413.0		HR				$ 17,407.95
					SUBTOTAL:		$ 17,407.95
					25% Labor Mark-Up		$ 4,351.99
					55% Ins. & Tax Mark		$ 9,574.37
					LABOR TOTAL		***$ 31,334.31***
EQUIPMENT							
							$ -
					SUBTOTAL:		$ -
					15% Mark-Up		$ -
					EQUIPMENT TOTAL		***$ -***
MATERIALS							
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
							$ -
					SUBTOTAL:		$ -
					5% Mark-Up		$ -
					SUBS TOTAL		***$ -***
					TOTAL LESS BOND		**$ 31,334.31**
BOND					1%		**$ 313.34**
THIS CHANGE ORDER							**$ 31,647.65**

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Equipment Moves	**9.00**	**MO**	**$ 1,242.87**	**$ 11,185.80**

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
CDL Truck Driver	40.0		HR		$ 21.83		$ 873.20
					SUBTOTAL:		$ 873.20
					25% Labor Mark-Up		$ 218.30
					55% Ins. & Tax Mark		$ 480.26
					LABOR TOTAL		***$ 1,571.76***
EQUIPMENT							
On-Highway Truck Tractor Trailer	40.0		HR		$ 52.85		$ 2,114.00
					SUBTOTAL:		$ 2,114.00
					15% Mark-Up		$ 317.10
					EQUIPMENT TOTAL		***$ 2,431.10***
MATERIALS							
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
TEXAS HIGHWAY HAULERS	1.0		LS		$ 3,616.68		$ 3,616.68
PORTER BILLING SERVICES	1.0		LS		$ 968.74		$ 968.74
2-C EQUIPMENT CHARGES	1.0		LS		$ 900.00		$ 900.00
ESCOBEDO CRANES (FOR OFFLOADING STORM TROOPERS)	5.0		HR		$ 250.00		$ 1,250.00
					SUBTOTAL:		$ 6,735.42
					5% Mark-Up		$ 336.77
					SUBS TOTAL		***$ 7,072.19***
					TOTAL LESS BOND		**$ 11,075.05**
		BOND			1%		**$ 110.75**
		THIS CHANGE ORDER					**$ 11,185.80**

ESCOBEDO CRANES & EQUIPMENT

Escobedo Cranes & Equipment, LP

Invoice

Date: March 5, 2020

Invoice #: 20-0543

To: Capital Excavation
2967 Business Park Dr
Buda, TX 78610

RECEIVED
MAR 2 0 2020

Duration	Project	Payment Terms	Due Date
2/28/2020	N. Mays Storm Troopers	Net 30	4/4/20

Hours	Description	Rate	Total
5.00	75 Ton Crane with Operator	$ 220.00	$ 1,100.00
	Highway Permit	$ 150.00	$ 150.00
	971 465-2048/61 1250.00		
	M 3.30 4.1.20		
	MAR		
		Subtotal	$ 1,250.00
		Sales Tax	
		Total	**$ 1,250.00**

Make all checks payable to Escobedo Cranes & Equipment, LP
199 Distribution Cove, Buda, TX 78610 Office. 512.312.2673 Fax. 512.312.2679

Thank You for Your Business!

EquipmentWatch.

www.equipmentwatch.com

Adjustments for HD in CAP EX EQUIPMENT February 22, 2019

Miscellaneous 4X2 35KGVW DSL
On-Highway Truck Tractors

Size Class:
33,001 - 45,000 GVW
Weight:
12,609 lbs.

Model Image

Configuration for 4X2 35KGVW DSL

Axle Configuration	**4X2**	Power Mode	**Diesel**
Horsepower	**329**	Maximum Gross Vehicle Weight	**35000 lbs**

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	$3,080.00	$860.00	$215.00	$32.00	$39.05	$56.55
Adjustments						
Region (Texas: 91.4%)	($264.88)	($73.96)	($18.49)	($2.75)		
Model Year (1999: 86.3%)	($385.67)	($107.69)	($26.92)	($4.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$2,429.45**	**$678.35**	**$169.59**	**$25.24**	**$39.05**	**$52.85**

EquipmentWatch.com

Non-Active Use Rates	Hourly
Standby Rate	$7.73
Idling Rate	$40.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$1,262.80/mo
Overhaul (ownership)	44%	$1,355.20/mo
CFC (ownership)	7%	$215.60/mo
Indirect (ownership)	8%	$246.40/mo
Fuel (operating) @ 3.27	68%	$26.36/hr

Revised Date: 1st Half 2019

www.equip

CAPITAL EXCAVATION

Change Order Breakdown (Excavation)

Capital Excavation Company

PROJECT: NORTH MAYS EXTENSION **DATE:**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Temporary Facilities	9.00	MO	$ 3,914.66	$ 35,231.95

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
LABOR	522.0		HR		$ 22.32		$ 11,651.04
					SUBTOTAL:		$ 11,651.04
					25% Labor Mark-Up		$ 2,912.76
					55% Ins. & Tax Mark		$ 6,408.07
					LABOR TOTAL		***$ 20,971.87***
EQUIPMENT							
							$ -
					SUBTOTAL:		$ -
					15% Mark-Up		$ -
					EQUIPMENT TOTAL		***$ -***
MATERIALS							
					$ -		$ -
					SUBTOTAL:		$ -
					25% Mark-Up		$ -
					MATERIALS TOTAL		***$ -***
SUBS							
HONEY BUCKET	18.0		EA		$ 324.76		$ 5,845.68
MOBILE MINI	9.0		EA		$ 118.20		$ 1,063.80
TEXAS DISPOSAL SYSTEMS	9.0		EA		$ 704.37		$ 6,339.33
					SUBTOTAL:		$ 13,248.81
					5% Mark-Up		$ 662.44
					SUBS TOTAL		***$ 13,911.25***
					TOTAL LESS BOND		**$ 34,883.12**
		BOND			1%		**$ 348.83**
		THIS CHANGE ORDER					**$ 35,231.95**

Honey Bucket

PO Box 73399
Puyallup, WA 98373-0399
Phone: (512) 863-8806
www.honeybucket.com

INVOICE Page 1 of 1

Number	0551517488
Order	204998-0004
Customer	204998
Invoice Date	04/21/20
Due Date	05/21/20
Amount Due	162.38

Capital Excavation
PO Box 1301
Austin, TX 78767-1301

Questions?
(512) 863-8806 or (800) 444-2371

Service Location:
Capital Excavation
2500 Oakmont Dr
Round Rock, TX 78665

Service	Delivery	PO #	Job #
OPTIONAL SERVICE FREQUENCY IS LISTED BELOW	02/18/19		
Description	**Tax (Y/N)**	**Item #**	**Amount**
1 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y	1028105	75.00
1 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y	CLOSED OFF	75.00

971 995-4000/0 162.38

M 4-30 4-30-20

MAY

Non Tax Sales	Taxable Sales	Subtotal	Sales Tax		Paid Amount	Amount Due
.00	150.00	150.00	12.38		.00	162.38

A late fee of 1.0% will be charged if full payment is not received by the due date

Detach here and return coupon with payment

Honey Bucket
PO Box 73399
Puyallup, WA 98373-0399
Phone: (512) 863-8806
www.honeybucket.com

INVOICE

Number	0551517487
Order	204998-0003
Customer	204998
Invoice Date	04/21/20
Due Date	05/21/20
Amount Due	487.13

Capital Excavation
PO Box 1301
Austin, TX 78767-1301

Questions?
(512) 863-8806 or (800) 444-2371

Service Location:
Capital Excavation
N. Mays
Old Round Rock, TX 78664

Service	Delivery	PO #	Job #
OPTIONAL SERVICE FREQUENCY IS LISTED BELOW	02/18/19		
Description	**Tax (Y/N)**	**Item #**	**Amount**
1 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y	1027308, 1027605	75.00
1 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y		75.00
3 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y	1023083, 1027191, 1027192	225.00
1 Standard Unit Serviced Weekly 04/21/20 to 05/18/20	Y	1024963	75.00

971 999-4000/0 487.13

M 4-30 4430.2

MAY

Non Tax Sales	Taxable Sales	Subtotal	Sales Tax		Paid Amount	Amount Due
.00	450.00	450.00	37.13		.00	487.13

A late fee of 1.0% will be charged if full payment is not received by the due date

mobile mini SOLUTIONS

4646 E VAN BUREN ST
PHOENIX AZ 85008-6927

(800) 456-1751
billingres@mobilemini.com
MobileMini.com

Customer #	Invoice #	Invoice Date	Seq #	Terms
10017676	9008468892	5/19/2020	010	NET 30
PAYMENT DUE				$110.54

INVOICE

1654

RECEIVED
MAY 20 2020

CAPITAL EXCAVATION
PO BOX 1301
AUSTIN TX 78767-1301

MOBILE MINI BRANCH:

AUSTIN
2851 SOUTH A.W. GRIMES
ROUND ROCK TX 78664
(512) 251-2461

971 C

Contract #	Bill to ID	Customer PO	Ordered By	Rental Period	Invoice Due	Ship To
1001053831		NORTH MAYS	Ricardo Garcia	5/19/2020 - 6/15/2020	6/18/2020	CAPITAL EXCAVATION 2548 OAKMONT DR ROUND ROCK TX 78665-1030

Quantity	Item #/Description	Price/Rate	Amount	
1	20' STANDARD TRI CAM CONTAINER LS20ABZS1940	$98.00 Rental	$98.00	T*
1	PERSONAL PROPERTY EXPENSES	$4.12 Rental	$4.12	T*
		Sub-total	$102.12	
		Tax	$8.42	
		INVOICE TOTAL	$110.54	

account	job/cam/type	$$$
971	999-4000/0	110.54

coded: M 5-27 approved 5529.20

MAY

T* - Denotes taxable item, N* - Denotes non-taxable item.

MM CONNECT PAYMENT OPTIONS

Welcome to our new customer portal, MM Connect

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	$110.54
Invoice #:	9008468892

Welcome to our new customer portal, MM Connect. Register today to make online payments, sign up for Auto-Pay, view invoice and statements, and other self-serve features.

https://portal.mobilemini.com

(800) 456-1751

You remain responsible for the invoice balance if there is a problem collecting payment. Late fees and finance charges may be assessed if payment is not received on time.

Thank you for your business!

Due Date: 6/18/2020
Customer: CAPITAL EXCAVATION
Customer #: 10017676

PLEASE REMIT TO:

MOBILE MINI
PO BOX 650882
DALLAS TX 75265-0882

mobile mini SOLUTIONS
4646 E VAN BUREN ST
PHOENIX AZ 85008-6927

(800) 456-1751
billingres@mobilemini.com
MobileMini.com

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10017676	9008316889	4/21/2020	009	NET 30
PAYMENT DUE				**$125.86**

1593

CAPITAL EXCAVATION
PO BOX 1301
AUSTIN TX 78767-1301

MOBILE MINI BRANCH:

AUSTIN
2851 SOUTH A.W. GRIMES
ROUND ROCK TX 78664
(512) 251-2461

Contract #	Bill to ID	Customer PO	Ordered By	Rental Period	Invoice Due	Ship To
1001053831		NORTH MAYS 971 U	Ricardo Garcia	4/21/2020 - 5/18/2020	5/21/2020	CAPITAL EXCAVATION 2548 OAKMONT DR ROUND ROCK TX 78665-1030

Quantity	Item #/Description	Price/Rate	Amount	
1	20' STANDARD TRI CAM CONTAINER LS20ABZS1940	$98.00 Rental	$98.00	T*
1	PERSONAL PROPERTY EXPENSES	$4.12 Rental	$4.12	T*
		Late Charge from Invoice #9008003264	$15.32	
		Sub-total	$102.12	
		Tax	$8.42	
		INVOICE TOTAL	**$125.86**	

971 999-4000/0 125.86
M 4.30 Th 4.30.20
MAY

T* - Denotes taxable item, N* - Denotes non-taxable item.

Commissioners Court - Regular Session **40.**

Meeting Date: 03/23/2021

Award RFQ T2448 CR 255/CR 289 (CR 254-RR) to Hejl, Lee & Associates, Inc

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ T2448 CR 255/ CR 289 (CR254-RR) to Hejl, Lee & Associates, Inc for Engineering Services and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed statements of qualifications for Engineering Services. Twenty-six (26) firms participated of which eighteen (18) firms submitted responses. The responses were evaluated by an evaluation committee. The attached Hejl, Lee & Associates, Inc contract is to provide professional engineering design and planning services for the CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard project as part of P546 has been reviewed and approved for Commissioners' Court consideration by the GEC Team. The maximum amount payable under this contract, without modification, is six-hundred thousand Dollars ($600,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Services Contract

Evaluation Sheet Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 09:46 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:07 AM
Form Started By: Johnny Grimaldo		Started On: 03/17/2021 02:24 PM
Final Approval Date: 03/18/2021		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Hejl, Lee & Associates, Inc.** **("Engineer")**
ADDRESS: **206 Taylor Street, Hutto, TX 78634**
PROJECT: **CR 255/CR 289 (CR 254 to Ronald Reagan Boulevard** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **six-hundred thousand Dollars ($600,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Dan Hejl, P.E., R.P.L.S., AICP
Principal, Hejl, Lee & Assoc's, Inc.
206 Taylor Street
Hutto, TX 78634

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: Daniel P. Hejl, P.E, R.P.L.S., AICP
Principal, Hejl, Lee & Assoc's, Inc.
206 Taylor Street
Hutto, TX 786345

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20____

3/11/2021

ENGINEER

HEJL, LEE & ASSOCIATES, INC.

By_____

Printed Name: Daniel Hejl

Title: Principal

Date: March 05, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Hejl, Lee & Associates, Inc.
Name of Firm

Chien Lee
Signature of Certifying Official

Chien Y. Lee, P.E., R.P.L.S., AICP
Printed Name of Certifying Official

Principal
Title of Certifying Official

3rd March, 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 Chien Lee _____ the Principal _____ of HEJL, LEE & ASSOCS, INC ,on behalf of said firm.

Linda K. Hejl

Notary Public in and for the
State of Texas

My commission expires: 8-16-21

LINDA K. HEJL
My Notary ID # 4498350
Expires August 16, 2021

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 – SCHEMATIC DEVELOPMENT

TASK 4 – DRAINAGE STUDY

TASK 5 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 6 – BIDDING PHASE SERVICES

TASK 7 – CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Hejl, Lee & Associates, Inc.]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Daniel Hejl	_____
Printed Name	Printed Name
Principal	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

SEE ATTACHED RATE SCHEDULE FROM HLA & SUBCONSULTANTS

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2021 RATE SCHEDULE

HEJL, LEE & ASSOCIATES, INC.

1. Principal…….....$ 215.00

2. Project Manager.....$ 200.00

3. Project Engineer (P.E.).....$ 160.00

4. Land Surveyor (R.P.L.S.).....$ 160.00

5. Engineer-in-Training (EIT).....$ 145.00

6. Graduate Engineer …… $ 135.00

7. CAD Technician……$ 125.00

8. 3-Man Crew……...$ 155.00

9. 2-Man Crew…….. $ 140.00

10. Inspector, Field Coordinator…….. $ 120.00

11. Administrative Assistant……..…$ 90.00



MillerGRAY

2021 RATE SCHEDULE

Standard Hourly Rates

Principal/Sr. Engineer	$180
Project Manager/Engineer	$135
Engineering Staff (EIT)	$100
Sr. CAD Designer	$105
CAD Designer	$90
CAD Technician	$80
Administrative	$50

Reimbursables/Reproductions

Miscellaneous expenses including printing, courier, etc. will be invoiced at cost. Mileage will be invoiced at the federal standard mileage rate for the current period.



Frank Lam & Associates, Inc.
Consulting Engineers

March 5, 2021

Re: Hourly Rate for 2021

Titles	Hourly Rate
Project Principal	$185.04
Project Manager	$162.62
Senior Engineer	$140.20
CAD Technician	$80.76
Office Administration	$66.53

508 W. 16th St., Austin, TX 78701 phone (512 476-2717 fax (512)476-2714 frank@franklaminc.com Registration No: F-2545

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

EVALUATION - CR 255/CR 289 from CR 254 to Ronald Reagan Blvd

RFQ T2448

DATE: 02/05/2021

Evaluation Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	American Structurepoint, Inc.	Bridgefarmer & Associates, Inc.	Dannenbaum Engineering Co	Doucet & Associates, Inc.	Garver, LLC	Hejl, Lee & Associates Inc	Hulit-Zollars, Inc.	JMT	Jones|Carter	LJA Engineering Inc.	LNV, LLC	Pape-Dawson Engineers	Parkhill	RPS	RS&H, Inc.	Volkert, Inc.
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	40	40	30	40	35	35	40	35	40	35	40	35	40	35	40
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	35	40	40	40	40	40	40	40	40	40	40	40	35	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	35	35	40	40	40	40	35	40	40	40	35	40	35	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	5	5	5	5	5	5	5	40	5	5	5	5	40	5	20	5	5	5
Understanding of project	50	35	40	35	35	40	30	40	40	35	40	35	40	35	40	35	40	35	40
TOTAL	300	185	205	195	195	205	185	205	230	190	205	195	205	220	205	195	205	195	205

Commissioners Court - Regular Session **41.**

Meeting Date: 03/23/2021

Award RFQ 2572 Flood Plain Maps Update to AECOM Technical Services, Inc

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ 2572 Flood Plain Maps Update to AECOM Technical Services, Inc for Flood Plain Map Update (Atlas 14 Mapping) and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed statements of qualifications for flood Plain Mapping Update. Sixteen (16) firms participated of which ten (10) firms submitted responses. The responses were evaluated by an evaluation committee. The attached AECOM Technical Services, Inc contract is to provide professional engineering design and planning for the Brushy Creek Basin Study project as part of the TWDB Flood Infrastructure Fund (FIF) Grant [P583] has been reviewed and approved for Commissioners' Court consideration by the GEC Team. The maximum amount payable under this contract, without modification, is one-million Dollars ($1,000,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Services Contract
Evaluation Sheet Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 09:58 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:08 AM
Form Started By: Johnny Grimaldo		Started On: 03/17/2021 02:30 PM
Final Approval Date: 03/18/2021		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **AECOM Technical Services, Inc. ("Engineer")**
ADDRESS: **9400 Amberglen Blvd., Austin, TX 78729**
PROJECT: **WilCo RFQ2572 Flood Plain Maps Update ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Million Dollars ($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jeff Irvin, PE, Program Manager
AECOM Technical Services, Inc.
9400 Amberglen Blvd.
Austin, TX 78729

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: Jeff Irvin, PE, Program Manager
AECOM Technical Services, Inc.
9400 Amberglen Blvd.
Austin, TX 78729

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____



ENGINEER

By: 

Printed Name: Kevin Klimek

Title: Associate Vice President

Name of Firm: AECOM Technical Services, Inc.

Date: March 12, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

AECOM TECHNICAL SERVICES, INC.
Name of Firm

Shelby G. Echols
Signature of Certifying Official

SHELBY G. ECHOLS
Printed Name of Certifying Official

SENIOR VICE PRESIDENT
Title of Certifying Official

SEPT. 28, 2020
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Shelby Eckols the Senior Vice President of AECOM Technical Services, Inc on behalf of said firm.

Denise Lawrence
Notary Public in and for the
State of Texas

My commission expires: 10-06-2021

DENISE RENEE LAWRENCE
Notary Public, State of Texas
Comm. Expires 10-06-2021
Notary ID 131307101

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to update Flood Plain Maps.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - DRAINAGE STUDIES AND DOCUMENTS

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See attachments D.1, D.2, and D.3 for rate schedules from AECOM, CP&Y, and M&E.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D.1

AECOM Rate Schedule

AECOM Technical Services, Inc.
Rate Schedule

Title / Role	Bill rate
Principal	$268
Technical Advisor II	$258
Technical Advisor I	$237
Senior Project Manager III	$247
Senior Project Manager II	$227
Senior Project Manager I	$206
Project Manager III	$185
Project Manager II	$165
Project Manager I	$139
Senior Engineer III	$216
Senior Engineer II	$196
Senior Engineer I	$175
Engineer III / Scientist III	$155
Engineer II / Scientist II	$134
Engineer I / Scientist I	$118
EIT III / Scientist III	$103
EIT II / Scientist II	$93
EIT I / Scientist I	$82
Senior Technical Coordinator	$149
Technical Coordinator II	$139
Technical Coordinator I	$129
Senior Public Involvement Specialist	$165
CAD / GIS V	$113
CAD / GIS IV	$98
CAD / GIS III	$88
CAD / GIS II	$77
CAD / GIS I	$67
Project Admin II	$88
Project Admin I	$72



Exhibit D.2

CP&Y Rate Schedule

CP&Y, INC.
STANDARD RATES SCHEDULE

Effective February 28, 2019

Personnel Charges:

Charges for employees are computed utilizing the following rate schedule. These rates include salary, fringe benefits, overhead and General and Administrative (G&A) costs. Time spent in either local or inter-city travel will be charged for in accordance with the following rate schedule.

STAFF CATEGORY	RATE/HOUR
Project Manager	$ 200.00
RPLS	$ 150.00
Senior Survey Technician	$ 126.00
CADD Technician / Research	$ 105.00
Executive Assistant	$ 84.00
1 Person Survey Crew w/GPS	$ 125.00
2 Person Survey Crew w/GPS	$ 150.00
3 Person Survey Crew w/GPS	$ 180.00
SUE Crew 1 Person	$ 125.00
SUE Crew 2 Person	$ 165.00
SUE Crew 2 Person w/Vac Truck	$ 235.00



Exhibit D.3

M&E Rate Schedule

M&E Consultants		
Labor Rates		
	M&E Consultants, LLC	
Item No.	**Description**	Hourly Rate
	POSITIONS	
2	Principal	$204.29
4	Quality Assurance/Quality Control Manager	$179.77
5	Project Manager/Project Engineer	$163.43
9	Contracts Manager	$204.29
10	Contracts Specialist	$125.29
16	Sr. Agricultural Engineer	$177.05
19	Sr. Civil Engineer	$190.65
23	Engineer EIT	$82.95
33	Senior Hydrology & Hydraulic Engineer	$166.88
87	Mid-Level Environmental Specialist	$117.59
92	Senior Planner	$177.05
93	Mid-Level Planner	$117.07
96	Senior Economist	$177.05
97	Senior Soil Scientist & Geologist	$170.49
105	Civil Engineering Technician II	$92.16
117	Admin. Assistant	$60.30
123	Survey Technician III	$84.21
124	Survey Technician II	$78.98
125	Survey Technician I	$47.59
126	CAD Tech I	$44.85
127	CAD Tech II	$69.32
133	Senior Construction Inspector	$77.02
134	Mid-Level Construction Inspector	$69.32
135	Construction Inspector	$51.35
	Senior Soil Conservation Technication	$76.26

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

INTERVIEW - 2572 Flood Plain Maps Update

DATE: January 22, 2020

Mandatory Criteria	Maximum Score Points	AECOM Austin	Doucet & Associates Inc.	Halff Associates
Project Manager's experience/qualifications with similar projects	20	18	18	18
Individuals on Project Team's experience/qualifications developing FEMA flood plain maps and supporting reports	20	18	18	17
Individuals on Project Team's experience in drafting grant requests for the development of similar flood prevention technical activities	20	17	16	18
Individuals on Project Team's Experience in drafting grant requests for the development of similar flood prevention technical activites	20	17	16	18
Availability of Project Manager, task leads and relevant staff and previous performance on Williamson County projects	20	19	19	19
Understanding of the project	20	19	19	19
TOTAL	120	108	106	109



Commissioners Court - Regular Session **42.**

Meeting Date: 03/23/2021

Award RFQ 2572 Flood Plain Maps Update to Doucet & Associates, Inc

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ 2572 Flood Plain Maps Update to Doucet & Associates, Inc for Flood Plain Map Update (Atlas 14 Mapping) and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for flood Plain Mapping Update. Sixteen (16) firms participated of which ten (10) firms submitted responses. The responses were evaluated by an evaluation committee. The attached Doucet & Associates, Inc contract is to for the San Gabriel Basin Study project as part of the TWDB Flood Infrastructure Fund (FIF) Grant [P583] has been reviewed and approved for Commissioners' Court consideration by the GEC Team. The maximum amount payable under this contract, without modification, is one-million Dollars ($1,000,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Services Contract

Evaluation Sheet Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/18/2021 09:58 AM
County Judge Exec Asst.	Andrea Schiele	03/18/2021 10:10 AM
Form Started By: Johnny Grimaldo		Started On: 03/17/2021 02:36 PM
Final Approval Date: 03/18/2021		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Doucet & Associates, Inc. ("Engineer")**
ADDRESS: **7401B Hwy 71 West, Suite 160 Austin, Texas 78735**
PROJECT: **WilCo RFQ2572 Flood Plain Maps Update ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Million Dollars ($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Colin Slagle, PE, CFM
Doucet & Associates, Inc.
7401B Hwy 71 West, Suite 160
Austin. Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

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

Engineer: Doucet & Associates, Inc.
Attn: Amy Doucet
7401B Hwy 71 West, Suite 160
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

3/15/2021

ENGINEER

Doucet & Associates, Inc.

By_____

Printed Name: Amy Doucet

Title: President

Date: March 12, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

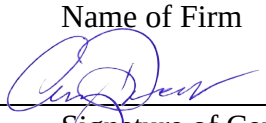
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Doucet & Associates, Inc.
Name of Firm



Signature of Certifying Official

Amy Doucet
Printed Name of Certifying Official

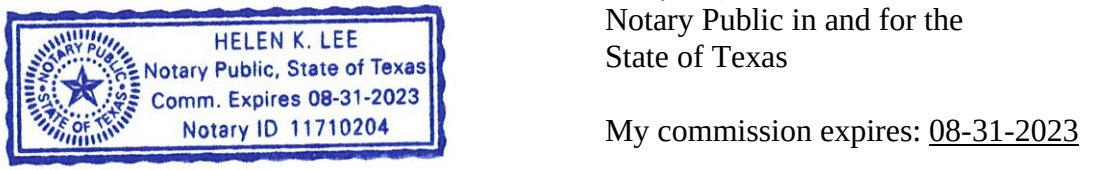
President
Title of Certifying Official

March 12, 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 Amy Doucet the President of Doucet & Associates, Inc., on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 08-31-2023

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to update Flood Plain Maps.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - DRAINAGE STUDIES & DOCUMENTS

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DOUCET
& ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DoucetandAssociates.com

Schedule A

Doucet & Associates 2020 Fee Schedule (effective 3/30/2020)

Personnel	Hourly Fee		Personnel	Hourly Fee
Principal Engineer (PE)	$250.00		Principal Surveyor (RPLS)	$250.00
Senior Project Manager	$230.00		Project Manager (RPLS)	$210.00
Project Manager	$200.00		Project Coordinator	$140.00
Senior Project Engineer (PE)	$185.00		Survey Specialist	$130.00
Project Engineer III	$170.00		Survey Technician	$105.00
Project Engineer II	$160.00		GIS Specialist	$130.00
Project Engineer I	$145.00		GIS Technician	$100.00
Engineer Associate II	$130.00		LiDAR Specialist	$130.00
Engineer Associate I	$115.00		LiDAR Technician	$100.00
Sr. Construction Manager	$150.00		Aerial Mapping Specialist	$130.00
Construction Manager	$110.00		Aerial Mapping Technician	$100.00
Program Manager	$110.00		Utility Specialist	$130.00
Sr. Civil Technician	$140.00		Utility Technician	$100.00
Civil Technician	$125.00		Field Coordinator	$140.00
Assistant Civil Technician	$115.00		Field Specialist	$110.00
			Crew of 1	$115.00
Senior Planner (AICP)	$170.00		Crew of 2	$160.00
Project Planner	$155.00		Crew of 3	$210.00
Staff Planner	$115.00		Division Administrator	$100.00
Planning Technician	$105.00		LiDAR Scanner	$100.00/hr
			Drone	$600.00/hr
Sr. Operations Assistant	$100.00		Ground Targets	$25/ea
Operations Assistant	$ 75.00		Concrete Monuments	$250/ea
			ATV/Boat/Sonar	$100/day
Expert Witness	$525.00		Mileage	Current IRS rate

Mr. Duke Altman, PE, CFM
Doucet & Associates, Inc.
7401 B. Hwy 71 West, Ste. 160
Austin, TX 78735

September 22, 2020

Re: Scheibe 2020 Rate Schedule

Dear Mr. Altman,

Following is our 2020 rate schedule that we request to be used for the Williamson County Floodplain Map Update Study.

Principal Engineer - $230/hr
Senior Engineer - $195/hr
Engineer III - $175/hr
Engineer II - $150/hr
Engineer I - $135/hr
EIT II - $120/hr
EIT I - $110/hr
Admin - $75/hr

Please feel free to contact us if you have any questions at 512-263-0418.

Sincerely,
Scheibe Consulting, LLC

Eric Scheibe, PE, CFM
President
escheibe@scheibeconsulting.com

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

INTERVIEW - 2572 Flood Plain Maps Update

DATE: January 22, 2020

Mandatory Criteria	Maximum Score Points	AECOM Austin	Doucet & Associates Inc.	Halff Associates
Project Manager's experience/qualifications with similar projects	20	18	18	18
Individuals on Project Team's experience/qualifications developing FEMA flood plain maps and supporting reports	20	18	18	17
Individuals on Project Team's experience in drafting grant requests for the development of similar flood prevention technical activities	20	17	16	18
Individuals on Project Team's Experience in drafting grant requests for the development of similar flood prevention technical activites	20	17	16	18
Availability of Project Manager, task leads and relevant staff and previous performance on Williamson County projects	20	19	19	19
Understanding of the project	20	19	19	19
TOTAL	120	108	106	109



Commissioners Court - Regular Session **43.**

Meeting Date: 03/23/2021

Flood Plain Maps Update Halff Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Flood Plain Maps Update contract between Williamson County and Halff Associates, Inc. relating to the LRTP Corridor Program. P: 583 Fund Source: LRTP Corridor

Background

The item amends the RFQ2572 Flood Plain Maps Update (Atlas 14) contract compensation cap by $700,000.00 increasing it from $300,000.00 to 1,000,000.00. The additional funds will allow for a new Work Authorization for the initial phases of work as part of the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FloodPlainMapsUpdate-Halff-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 09:11 AM
Form Started By: Marie Walters		Started On: 03/17/2021 05:37 PM
Final Approval Date: 03/18/2021		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
WilCo RFQ2572 Flood Pain Maps Update ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 24, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $300,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $300,000.00 to $1,000,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: _____
Signature

Cindy Engelhardt, PE, CFM
Printed Name

Director of Water Resources, Austin
Title

March 12, 2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

3/16/2021

Exhibit D - Rates

Williamson County Flood Plain Maps Update

Halff Associates, Inc.

DIRECT LABOR	RATE 2021
Technical Advisor	$357
Project Manager	$224
Quality Manager	$235
Senior Engineer	$270
Project Engineer	$199
Junior Engineer	$133
Engineer-In-Training	$120
Senior Engineer Tech	$133
Engineer Tech	$102
Senior CADD Operator	$117
CADD Operator	$92
RPLS - Task Leader	$224
Senior Survey Tech (Must be Surveyor-in-Training (SIT))	$133
Survey Tech	$112
1 - Person Survey Crew	$133
2 - Person Survey Crew	$179
3 - Person Survey Crew	$209
4 - Person Survey Crew	$245
Senior Programmer/Developer	$194
Programmer/Developer	$143
Junior Programmer/Developer	$122
Senior GIS Operator	$153
GIS Operator	$122
GIS Technician	$97
Admin/Clerical	$82
DIRECT EXPENSES	**RATE**
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$1.75
Plots (B/W on Bond) / square foot	$0.60
Plots (Color on Bond) / square foot	$1.60
Plots (Color on Photographic Paper) / square foot	$4.00
Color Graphics on Foam Board / square foot	$18.00

Note: Hourly rates have been modified using CPI adjustment for South Region Feburary 2021 2% increase.

Commissioners Court - Regular Session **44.**

Meeting Date: 03/23/2021

CR 111 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a rea estate contract with Jimmy C. Webb for right of way needed on the CR 111 project (Parcel 45). Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Webb Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:17 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:09 AM

Final Approval Date: 03/18/2021

REAL ESTATE CONTRACT
County Road 111/Westinghouse

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JIMMY C. WEBB (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 260 square foot tract of land in the William Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property shall be the sum of FOUR HUNDRED SIXTY-EIGHT and 00/100 Dollars ($468.00).

2.02. As additional consideration for any improvements on the Property, the replacement of any fencing, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE THOUSAND FOUR HUNDRED SEVENTY-THREE and 00/100 Dollars ($1,473.00).

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 30, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Consideration.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Jimmy C. Webb

Address: 2929 Bell Gin Rd.
Georgetown, TX 78626

Date: 3-12-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A'

Proj No. 22009
January 6, 2021

Parcel 45- 260 Sq.Ft.
William Addison Survey
Abstract No. 21
Williamson County, Texas

DESCRIPTION OF PARCEL 45

DESCRIPTION OF A 260 SQ FT TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 3.00 ACRE TRACT OF LAND CONVEYED TO JIMMY WEBB BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2019060650, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 260 SQ FT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO DECEMBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the west right-of-way line of County Road 104, (also known as Bell Gin Road), a variable width roadway, no dedication found to date, same line being the east boundary line of that certain called 5.00 acre tract of land conveyed to Myra Valenta by Divorce Decree of record in Document No. 2007054660, said Official Public Records, said 5.00 acre tract of land described in Vol. 2225, Page 432, Deed Records of Williamson County, Texas, for the southeast corner of said 3.00 acre tract, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 5.00 acre tract bears South 21°41'22" East, a distance of 303.81 feet;

THENCE, South 66°12'21" West, with the south line of said 3.00 acre tract, a distance of 17.40 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set, from which point a 1/2 inch iron rod with illegible cap bears South 66°12'21" West, a distance of 449.82 feet;

THENCE, with a non-tangent curve to the right, over and across said 3.00 acre tract, an arc distance of 34.77 feet, having a radius of 1083.01 feet, a central angle of 001°50'22", and a chord that bears North 08°11'14" East, a chord distance of 34.77 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set in the common line of said 3.00 acre tract and said County Road 104, from which point a 1/2 inch iron rod with cap stamped "WILLIAMSON COUNTY" found for the northeast corner of said 3.00 acre tract of land, same point being the northeast corner of said 5.00 acre tract of land bears North 21°48'53" East, with said west right-of-way, a distance of 133.61 feet;

MAE 01/06/2021

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

Parcel 45- 260 Sq.Ft.
William Addison Survey
Abstract No. 21
Williamson County, Texas

THENCE, South 21°48'53" East, with said common line of the 3.00 acre tract and County Road 104, a distance of 29.51 feet, to the **POINT OF BEGINNING**, and containing 260 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in October, 2016 to December 2020, under my supervision.

Steger & Bizzell Engineering Inc.

01/06/2021



Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

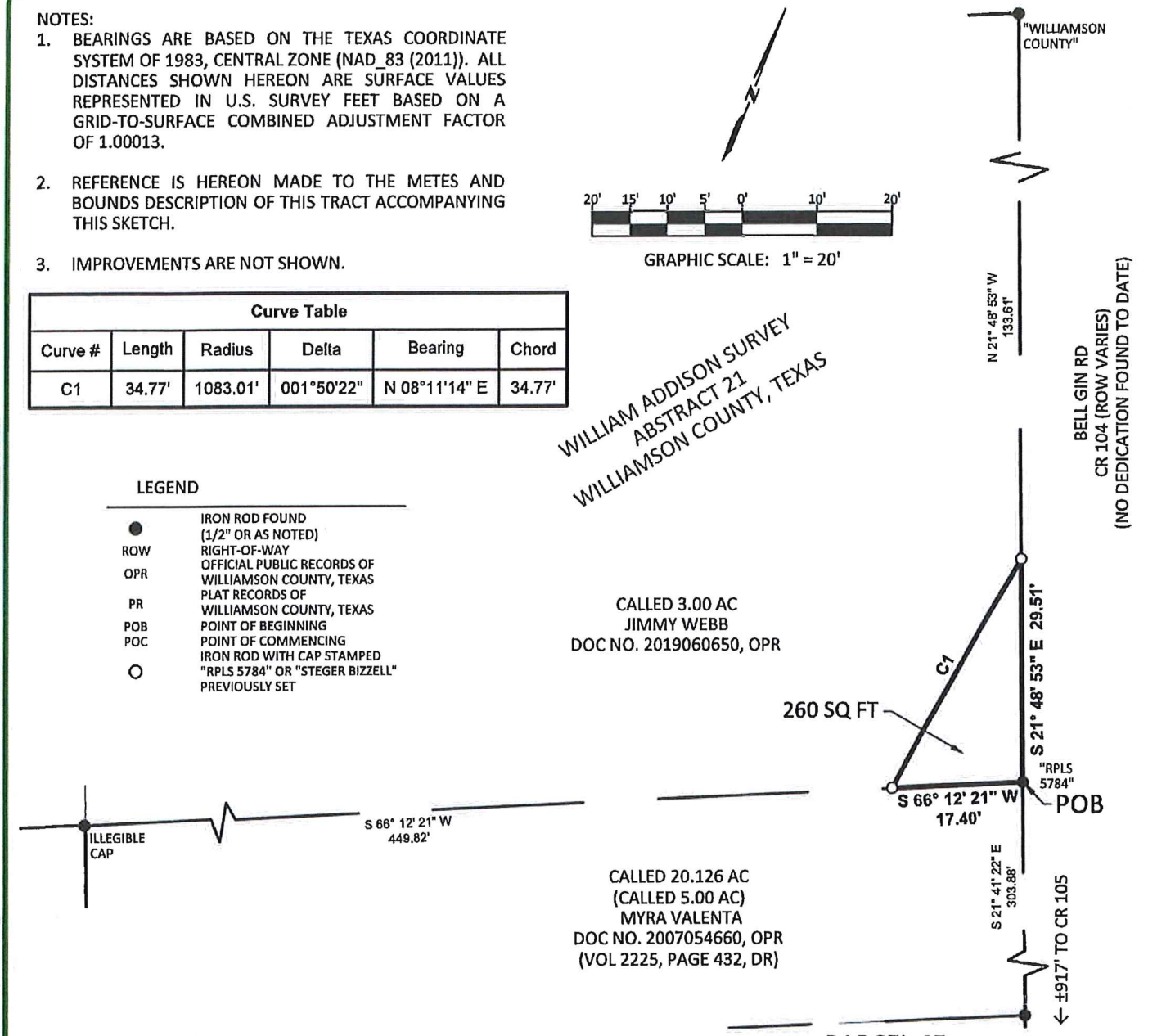
P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\legal description for PARCEL 45.docx

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. IMPROVEMENTS ARE NOT SHOWN.

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	34.77'	1083.01'	001°50'22"	N 08°11'14" E	34.77'

GRAPHIC SCALE: 1" = 20'



LEGEND

●	IRON ROD FOUND (1/2" OR AS NOTED)
ROW	RIGHT-OF-WAY
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
○	IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET

PARCEL 45

SKETCH TO ACCOMPANY DESCRIPTION OF A 260 SQ FT TRACT OF LAND OUT OF CALLED 3.00 AC OF LAND CONVEYED TO JIMMY WEBB DOC NO. 2019060650, OPR WILLIAMSON COUNTY, TEXAS

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO DECEMBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

DATED 12-9-2020
REVISED 1-6-2021- UPDATE PARCEL NUMBER

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL LAND SURVEYOR

01/06/2021

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 | WEB STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 1-6-2020 JOB NO. 22009

>:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\ROW DEDICATION\22009-ROW-PARCEL 45.dwg

EXHIBIT "B"

Parcel 45

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JIMMY C. WEBB, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 260 square foot tract of land in the William Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature on next page]

GRANTOR:

_____
Jimmy C. Webb

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Jimmy C. Webb, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **45.**

Meeting Date: 03/23/2021

SE Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Diane Barr, Clyde Barr, Charles R. Barr and Edna Guenzel Barr for right of way needed on the SE Loop project (Parcel 69). Funding Source Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Barr Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:20 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:15 AM

Final Approval Date: 03/18/2021

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DIANE BARR, CLYDE BARR, CHARLES R. BARR and EDNA GUENZEL BARR (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.744 acre (32,402 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 69**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FIFTY-TWO THOUSAND THREE HUNDRED SIXTY and 00/100 Dollars ($52,360.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 30, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Diane Barr

Diane Barr

Address: 12433 Dessau Rd.
Austin Texas 78754

Date: 3-13-2021

Clyde Barr

Clyde Barr

Date: 3-13-21

Charles R. Barr

Charles R. Barr

Date: 3/13/21 1451 FM 3349 Taylor Texas 76574

_____

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 69

DESCRIPTION OF A 0.744 ACRE (32,402 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.50 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO CHARLES O. BARR (DECEASED) RECORDED IN VOLUME 848, PAGE 697 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND NOW APPEARS TO BE VESTED WITH DIANE BARR, CHARLES BARR AND CLYDE BARR AS REFERENCE IN AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NO. 2003061286 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,402 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,169,125.93 E=3,192,874.88 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being the northerly boundary line of said 2.50 acre tract, same being the southerly boundary line of the remainder of that called 15.00 acre tract of land described in Warranty Deed to Charles Barr and wife, Rosa Barr recorded in Volume 832, Page 303 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said southerly boundary line of the remainder of the 15.00 acre tract, same being the northeasterly corner of said 2.50 acre tract bear S 82°27'38" E, at a distance of 367.25 feet;

1) **THENCE,** departing said remainder of the 15.00 acre boundary line, with said proposed easterly ROW line, through the interior of said 2.50 acre tract, **S 07°39'47" W**, for a distance of **207.93** feet to an iron rod with aluminum cap stamped "ROW 4933" in the southerly boundary line of said 2.50 acre tract, same being the northerly boundary line of that called 2.496 acre tract of land described in Special Warranty Deed to Brian N. Brown recorded in Document No. 2015065368 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 2.50 acre tract and the northeasterly corner of said 2.496 acre tract, also being the most southerly westerly boundary line of said remainder of the 15.00 acre tract bears S 82°26'22" E, at a distance of 367.33 feet;

2) **THENCE,** departing said proposed easterly ROW line, with the southerly boundary line of said 2.50 acre tract, same being the northerly boundary line of said 2.496 acre tract, **N 82°26'22" W**, at a distance of 155.41 feet, pass a 1/2" iron rod found, and continuing for a total distance of **155.80** feet to the calculated southwesterly corner of said 2.50 acre tract and the northwesterly corner of said 2.496 acre tract in the existing easterly ROW line of F.M. 3349 (100' ROW width), same being the easterly line of that called 4.1049 acre tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 2.496 acre tract, same being the southeasterly corner of said 4.1049 acre ROW tract bears, with said existing ROW line, S 07°37'56" W, at a distance of 208.20 feet;

3) **THENCE,** with said existing easterly ROW line, same being the easterly line of said 4.1049 acre ROW tract, also being the westerly boundary line of the 2.50 acre tract, **N 07°37'56" E**, for a distance of **207.87** feet to a 1/2" iron rod found, being the northwesterly corner of said 2.50 acre tract, same being the southwest corner of said remainder of the 15.00 acre tract, for the northwesterly corner of the herein described tract, and from which, a TxDOT Type 1 concrete monument found bears N 07°37'56" E, at a distance of 8.76 feet, pass a 1/2" iron rod found, and continuing for a total distance of 93.69 feet;

4) **THENCE,** departing said existing easterly ROW line, same being said 4.1049 acre ROW line, with the northerly boundary line of said 2.50 acre tract, same being the southerly boundary line of said remainder of the 15.00 acre tract,, **S 82°27'38" E,** for a distance of **155.92** feet to the **POINT OF BEGINNING**, containing 0.744 acre, (32,402 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

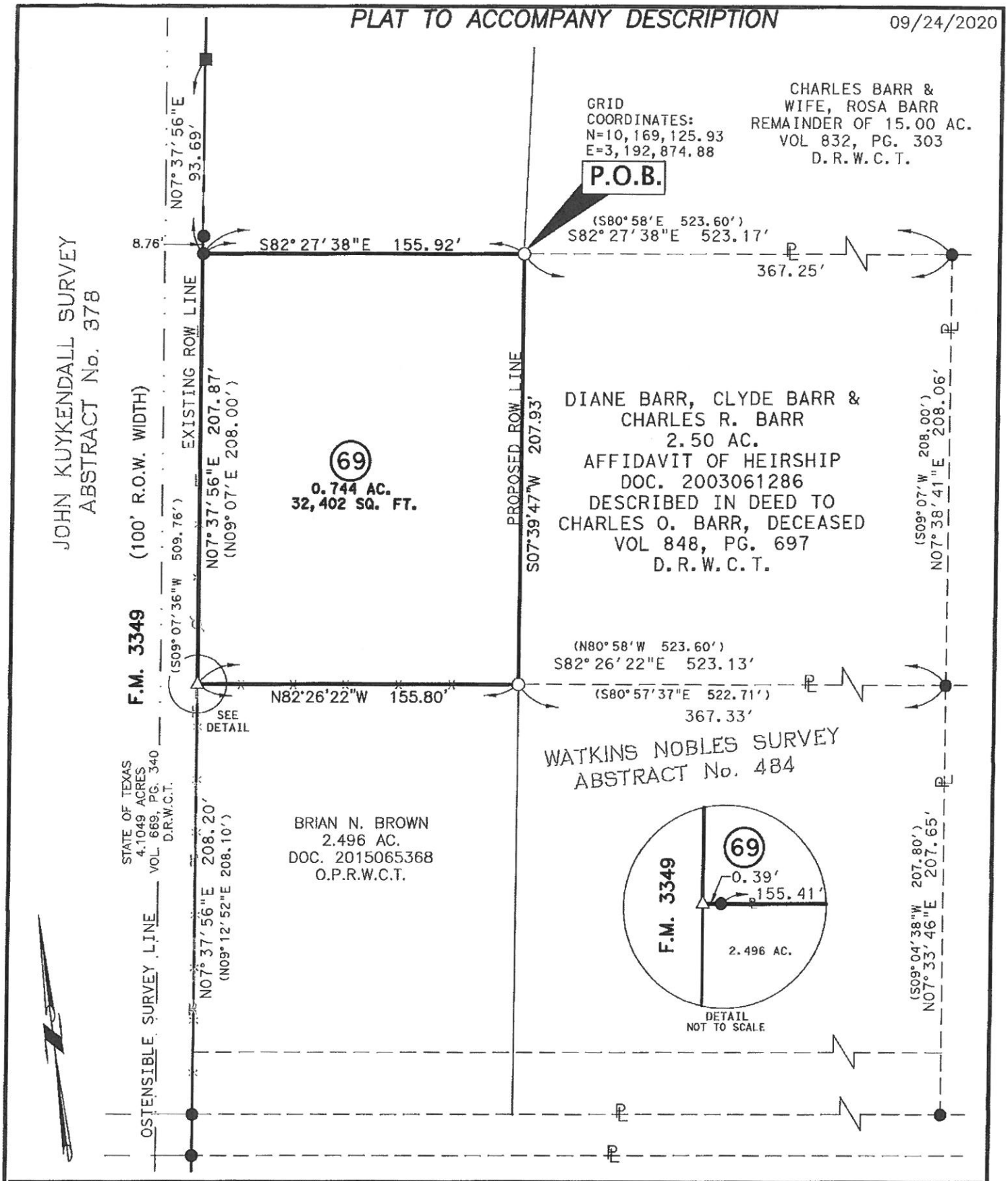
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

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

PRELIMINARY
This document shall not be recorded for any purpose.

PLAT TO ACCOMPANY DESCRIPTION

09/24/2020



INLAND GEODETICS LLC PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00	PARCEL PLAT SHOWING PROPERTY OF **DIANE BARR, CLYDE BARR & CHARLES O. BARR**	**PARCEL 69**
SCALE 1" = 60'	WILLIAMSON COUNTY	PROJECT FM 3349
		PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_69-BARR\PARCEL_69-BARR.dwg

PLAT TO ACCOMPANY DESCRIPTION

09/24/2020

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊙	IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		
	DENOTES COMMON OWNERSHIP		

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose.

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

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

PARCEL PLAT SHOWING PROPERTY OF
DIANE BARR, CLYDE BARR & CHARLES O. BARR

PARCEL 69

SCALE 1" = 60'

WILLIAMSON COUNTY

PROJECT FM 3349

S:\ HDR--PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 69-BARR\PARCEL 69-BARR.dwg

EXHIBIT "B"

Parcel 69

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That DIANE BARR, CLYDE BARR, CHARLES R. BARR and EDNA GUENZEL BARR, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.744 acre (32,402 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 69**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

[signature pages follow]

GRANTOR:

Diane Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Diane Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

Clyde G. Barr
Clyde Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Clyde Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Charles R. Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Charles R. Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Edna Guenzel Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Edna Guenzel Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **46.**

Meeting Date: 03/23/2021

SE Loop Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Charles and Rosa Barr for right of way needed on the SE Loop project (Parcel 70). Funding Source Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Barr Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:21 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:17 AM

Final Approval Date: 03/18/2021

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHARLES BARR and wife, ROSA BARR (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.674 acre (72,914 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 70**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars ($125,950.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before April 30, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Charles R. Barr
Charles Barr

Address: 1451 FM 3349
TAYLOR TEXAS 76574

Date: 3/15/21

Rosa Barr
Rosa Barr

Date: 3/15/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 70

DESCRIPTION OF A 1.674 ACRE (72,914 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO CHARLES BARR AND WIFE, ROSA BARR RECORDED IN VOLUME 832, PAGE 303 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.674 ACRE (72,914 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,169,125.93 E=3,192,874.88 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the southerly boundary line of said remainder of the 15.00 acre tract, same being in the northerly boundary line of that called 2.50 acre tract of land described in Warranty Deed to Charles O. Barr (deceased) recorded in Volume 848, Page 697 of the Deed Records of Williamson County, Texas, and now appears to be vested with Diane Barr, Charles Barr and Clyde Barr as reference in Affidavit of Heirship recorded in Document No. 2003061286 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said southerly boundary line of the remainder of the 15.00 acre tract, same being the northeasterly corner of said 2.50 acre tract bears S 82°27'38" E, at a distance of 367.25 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said remainder of the 15.00 acre tract, same being the northerly boundary line of said 2.50 acre tract, **N 82°27'38" W,** for a distance of **155.92** feet to a 1/2" iron rod found in the existing easterly ROW line of F.M. 3349 (100' ROW width), same being in the easterly line of that 4.1049 acre tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, also being the northwesterly corner of said 2.50 acre tract, for the southwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 2.50 acre tract bears, with said existing ROW line, S 07°37'56" W, at a distance of 207.87 feet;

THENCE, with said existing easterly ROW line, same being the easterly line of said 4.1049 acre ROW tract, also being the westerly boundary line of said remainder of the 15.00 acre tract, the following two (2) courses:

2) **N 07°37'56" E,** at a distance of 8.76 feet, pass a 1/2" iron rod found, and continuing for a total distance of **93.69** feet to a TxDOT Type 1 concrete monument found, for an angle point;

3) **N 07°39'54" E,** for a distance of **357.52** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 15.00 acre tract, same being the southwest corner of that called 58.001 acre tract of land described in Warranty Deed to Raymond E. Naivar and wife, Diane E. Naivar recorded in Volume 713, Page 723 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

4) **THENCE,** departing said existing easterly ROW line, same being said 4.1049 acre ROW tract, with the northerly boundary line of said remainder of the 15.00 acre tract, same being the southerly boundary line of said 58.001 acre tract, **S 79°25'42" E,** for a distance of **170.57** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed easterly ROW line of F. M. 3349, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an angle point in said common boundary line bears S 79°25'42" E, at a distance of 61.08 feet, pass a calculated angle point in said common line and continuing S 73°46'41" E, at a distance of 481.17 feet;

5) **THENCE,** departing said 58.001 acre boundary line, with said proposed easterly ROW line, through the interior of said remainder of the 15.00 acre tract, **S 09°31'39" W**, for a distance of **442.46** feet to the **POINT OF BEGINNING**, containing 1.674 acre, (72,914 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

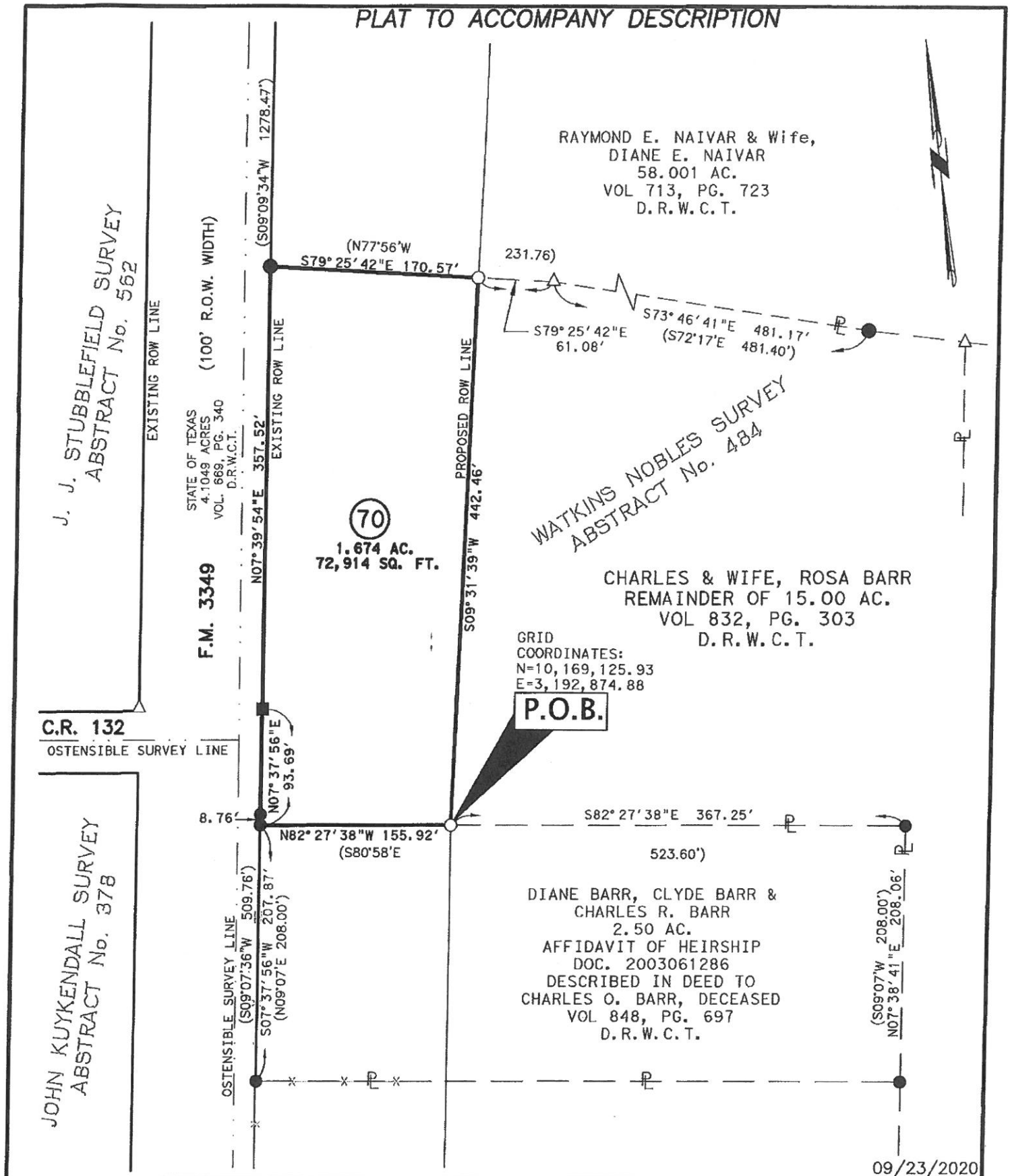
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

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

PRELIMINARY
This document shall not be recorded for any purpose.

PLAT TO ACCOMPANY DESCRIPTION



09/23/2020

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

PARCEL PLAT SHOWING PROPERTY OF

CHARLES & WIFE, ROSA BARR

SCALE		PROJECT	PARCEL 70
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:\ HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 70-BARR\PARCEL 70-BARR.dwg

PLAT TO ACCOMPANY DESCRIPTION

09/23/2020

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY
This document shall not be recorded for any purpose.

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

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

PARCEL PLAT SHOWING PROPERTY OF
CHARLES & WIFE, ROSA BARR

PARCEL 70

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	FM 3349	PAGE 4 OF 4

S:\ HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 70-BARR\PARCEL 70-BARR.dwg

EXHIBIT "B"

Parcel 70

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That CHARLES BARR and wife, ROSA BARR, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.674 acre (72,914 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 70**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

[signature pages follow]

GRANTOR:

_____
Charles Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Charles Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Rosa Barr

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Rosa Barr, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **47.**

Meeting Date: 03/23/2021

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 Claim for Relocation Payment with Kathleen and Christopher Fetters for right of way acquired on the SE Loop Project (Parcel 17). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fetters Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:21 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:19 AM

Final Approval Date: 03/18/2021

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s) Christopher Fetters and Kathleen Fetters	Parcel No.: 17	County: Williamson Project: Corridor A-1 SE Loop		
2. Occupancy of County-Acquired Property: From (Date): 01-2001 To (Date): 11-14-2020	3. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	04	20	2020
4. Address of Replacement Property: 308 Wind Hollow Drive Georgetown, Texas 78633	b. Property Acquired by County	08	01	2020
	c. Replacement Property Acquired	11	06	2020
	d. Occupancy of Replacement Property	11	14	2020

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Administration Fee Capfi Lending (fixed fee not based on loan amount)	$795.00
Processing Fee Capfi Lending (fixed fee not based on loan amount)	$500.00
Credit Report to Capfi Lending	$41.00
Recording Fee	$8.00
Escrow Fee	$425.00
Lenders Title Insurance (fixed fee)	$100.00
Not Yet Due Tax Amendment	$5.00
Policy Guaranty Fee	$2.00
T-17 Title Policy Endorsement	$25.00
T-19 Title Policy Endorsement	$50.00
T-30 Title Policy Endorsement	$20.00
T-36 Title Policy Endorsement	$25.00
T-3 Title Policy Endorsement	$83.75
Recording Fee	$122.00
HOA Transfer Fee	$100.00
Document Preparation Fee	$350.00
	Total $2,651.75

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

Kathleen Anne Fetters
Claimant

3·15·2021
Date of Claim

Chris Fetters
Claimant

Spaces Below to be Completed by Williamson County

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-24-2020
Date of Inspection

Inspected 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 shown herein is correct. This claim is recommended for payment.

Amount of $ 2,651.75

3-15-2021
Date

Relocation Agent

Date

Williamson County Judge

Austin Title Company

113 W. 9th Street, Georgetown, TX 78626
Phone: (512)591-2900 | Fax: (512)334-1857

MASTER STATEMENT

Settlement Date: November 6, 2020
Disbursement Date: November 6, 2020
Borrower: Christopher Michael Fetters

Escrow Number: AUT20015783
Escrow Officer: Emily Morris

Seller: Jimmy Farrow
105 Split Rein Dr
Georgetown, TX 78626

Property: 308 Wind Hollow Dr
Georgetown, TX 78633
Lot(s): 10, Block: F, WOODLAKE Phase: 4 Parcel ID(s): S8590

Lender: Capfi Lending, LLC
3019 Palominos Pass
Cedar Park, TX 78641
Loan Number: 2020091800

SELLER			BORROWER	
$ DEBITS	$ CREDITS		$ DEBITS	$ CREDITS
		FINANCIAL CONSIDERATION		
	260,000.00	Sale Price of Property	260,000.00	
		Deposit or earnest money		2,600.00
		Loan Amount		130,000.00
500.00		Seller Credit		500.00
		PRORATIONS/ADJUSTMENTS		
	45.90	HOA Prorations / Credit Seller Annually at $300.00 11/06/20-12/31/20	45.90	
	379.37	County Taxes at $2,479.45 11/06/20-01/01/21	379.37	
150.00		Option Fee		150.00
		COMMISSIONS		
6,500.00		Listing Agent Commission to Compass RE Texas, LLC $260,000.00 @ 2.5000% = $6,500.00 - Compass RE Texas, LLC		
7,800.00		Selling Agent Commission to Real Agent LLC $260,000.00 @ 3.0000% = $7,800.00 - Real Agent LLC		
		NEW LOAN CHARGES - Capfi Lending, LLC **Total Loan Charges: $2,257.73**		
		Admin Fee to Capfi Lending, LLC	795.00 Fixed Fee 500.00 Fixed Fee	
		Credit Report to Capfi Lending, LLC	41.00	
		Prepaid Interest to Capfi Lending, LLC $11.13 per day from 11/06/20 to 12/01/20 Capfi Lending, LLC	278.25	
		Homeowner's Insurance to Capfi Lending, LLC 3.000 Months at $115.11 per Month	345.33	
		Property Taxes to Capfi Lending, LLC 2.000 Months at $206.62 per Month	413.24	
		Aggregate Adjustment to Capfi Lending, LLC		115.09
		TITLE & ESCROW CHARGES		
		Title - eRecording Fee - FBO CSC e-Recording Services, Inc. to Austin Title Company	8.00	
425.00		Title - Escrow Fee to Austin Title Company	425.00	
		Title - Lender's Title Insurance to Austin Title Company	100.00 Fixed Fee	
		Not Yet Due and Payable Tax Amendment to Austin Title Company	5.00	
		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association	2.00	
		T-17 Planned Unit Development to Austin Title	25.00	

SELLER $ DEBITS	SELLER $ CREDITS		BORROWER $ DEBITS	BORROWER $ CREDITS
		TITLE & ESCROW CHARGES		
		Company		
		T-19 Restrictions, Encroachments, Minerals Endorsement (Residential Mtg) - 2014 to Austin Title Company	50.00	
		T-19.2 Minerals and Surface Damage Loan Policy Endorsement (Eff. 11/1/09) to Austin Title Company	0.00	
		T-30 Amendment of Tax Exception (T-30, T-3 or deletion) to Austin Title Company	20.00	
		T-36 Environmental Protection Lien Endorsement to Austin Title Company	25.00	
43.00		Title - Tax Cert to Texas Tax Company		
1,675.00		Title - Owner's Title Insurance to Austin Title Company		
2.00		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association		
		T-3 Amendment of Survey Exception for T-1R (T-3 or Deletion) to Austin Title Company	83.75	
		Policies to be issued: Owners Policy Coverage: $260,000.00 Premium: $1,675.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014 Loan Policy Coverage: $130,000.00 Premium: $100.00 Version: Loan Policy of Title Insurance (T-2) - 2014		
		GOVERNMENT CHARGES		
		Recording Fees to Austin Title Company	122.00	
		HOA CHARGES		
100.00		HOA Transfer Fee to Preferred Association Management Company	100.00	
		MISCELLANEOUS CHARGES		
150.00		Doc Prep Fee to Shanks & Associates, P.C.	350.00	
		Homeowner's Insurance Premium to Allstate	1,381.33	
2,479.45		2020 Taxes Paid to Williamson CO Tax Office		
500.00		Home Warranty to Landmark Home Warranty		
		Realtor Credit		2,600.00
20,324.45	260,425.27	**Subtotals**	265,495.17	135,965.09
		Balance Due FROM Borrower		**129,530.08**
240,100.82		**Balance Due TO Seller**		
260,425.27	260,425.27	**TOTALS**	265,495.17	265,495.17

APPROVED and ACCEPTED

Borrower and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Borrower and Seller understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Borrower and Seller direct. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement. understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Jimmy Farrow

BORROWER: *

Christopher Michael Fetters

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Austin Title Company
Settlement Agent

* See attched sheet for signature.

Disbursement Date: November 6, 2020
Borrower: Christopher Michael Fetters

Escrow Number: AUT20015783
Escrow Officer: Emily Morris

Seller: Jimmy Farrow
105 Split Rein Dr
Georgetown, TX 78626

Property: 308 Wind Hollow Dr
Georgetown, TX 78633
Lot(s): 10, Block: F, WOODLAKE Phase: 4 Parcel ID(s): 585690

Lender: Capfi Lending, LLC
3019 Palomino Pass
Cedar Park, TX 78641
Loan Number: 2020091800

SELLER $ DEBITS	SELLER $ CREDITS		BORROWER $ DEBITS	BORROWER $ CREDITS
		FINANCIAL CONSIDERATION		
	260,000.00	Sale Price of Property	260,000.00	
		Deposit or earnest money		2,600.00
		Loan Amount		130,000.00
500.00		Seller Credit		500.00
		PRORATIONS/ADJUSTMENTS		
	45.90	HOA Prorations / Credit Seller Annually at $300.00 11/06/20-12/31/20	45.90	
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150.00		Option Fee		150.00
		COMMISSIONS		
6,500.00		Listing Agent Commission to Compass RE Texas, LLC $260,000.00 @ 2.5000% = $6,500.00 - Compass RE Texas, LLC		
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		Aggregate Adjustment to Capfi Lending, LLC		115.09
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425.00		Title - Escrow Fee to Austin Title Company	425.00	
		Title - Lender's Title Insurance to Austin Title Company	100.00	
		Not Yet Due and Payable Tax Amendment to Austin Title Company	5.00	
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MASTER STATEMENT - Continued

SELLER $ DEBITS	SELLER $ CREDITS		BORROWER $ DEBITS	BORROWER $ CREDITS
		TITLE & ESCROW CHARGES		
		Company		
		T-19 Restrictions, Encroachments, Minerals Endorsement (Residential Mtg) - 2014 to Austin Title Company	50.00	
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		Policies to be Issued:		
		Owners Policy Coverage: $260,000.00 Premium: $1,675.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014		
		Loan Policy Coverage: $130,000.00 Premium: $100.00 Version: Loan Policy of Title Insurance (T-2) - 2014		
		GOVERNMENT CHARGES		
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		Homeowner's Insurance Premium to Allstate	1,381.33	
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		Balance Due FROM Borrower		129,530.08
240,100.81		**Balance Due TO Seller**		
260,425.27	260,425.27	**TOTALS**	265,495.17	265,495.17

Austin
MASTER STATE
Escrow
Escrow L

APPROVED and ACCEPTED

Borrower and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Borrower and Seller understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Borrower and Seller direct. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement. understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Jimmy Farrow

BORROWER:

Christopher Michael Fetters

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Austin Title Company
Settlement Agent

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Christopher Fetters and Kathleen Fetters	Parcel No.: 17	County: Williamson
		Project: Corridor A-1 SE Loop

Address:
308 Wind Hollow Drive
Georgetown, Texas 78643

Apt No.: Site No.:

Number of Displaced Persons in Family: 3 Purchase Price or Monthly Rent: $260,000

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width:	Length:	Other:	
Floor Space: 1400 sq. ft.	No. Rooms: 6	No. Bedrooms: 3	No. Baths: 2

Dwelling Inspection

Yes	No		Yes	No	
☑	☐	1. Meets all applicable building codes	☑	☐	6. Has Provisions for artificial lighting in each room
☑	☐	2. Has required potable water	☑	☐	7. Is structurally sound, in good repair and adequately maintained
☑	☐	3. Has required kitchen facilities	☑	☐	8. Has required safe means of egress
☑	☐	4. Has required heating system	☑	☐	9. Has required habitable floor space
☑	☐	5. Has required bathroom facilities			

Comments:

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-24-2020
Date of Inspection

Inspected By - Signature

CERTIFICATION OF ELIGIBILITY

SE Loop, Hutto
Parcel: 17
Displacee: Christopher Fetters and Kathleen Fetters

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: 11-24-2020

Kathleen Anne Fetters
Claimant Date: 11-24-2020

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 **50.**

Meeting Date: 03/23/2021

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
g) Discuss the sale of property located at 900 S Main St., Taylor, 76574

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

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

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:22 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:21 AM

Final Approval Date: 03/18/2021

Commissioners Court - Regular Session **51.**

Meeting Date: 03/23/2021

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) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
c) Project Advantage
d) Project Cedar
e) Project Expansion
f) Project Arcos
g) Project Woods
h) Project Liberty
i) Project Long Haul
j) Project Bon Jovi
k) Project Crystal
l) Project Link
m) Project Winston
n) Project Stamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/18/2021 11:23 AM

Form Started By: Charlie Crossfield Started On: 03/18/2021 11:21 AM

Final Approval Date: 03/18/2021